

**AGENDA
OF THE WORK SESSION
CITY OF EAST GRAND FORKS
TUESDAY, JUNE 11, 2024 – 5:00 PM**

CALL TO ORDER:

CALL OF ROLL:

DETERMINATION OF A QUORUM:

- 1. Update on Mural at the Riverwalk Center – Nancy Ellis**
- 2. Request for Temporary Pickleball Court in Downtown Parking Lot – Reid Huttunen**
- 3. Consider Contract Extension with Countrywide Sanitation – Jason Stordahl**
- 4. Building Official Update & Proposed Contract – Reid Huttunen & Nancy Ellis**
- 5. Quiet Zone Construction & Maintenance Agreement for Central Ave – Reid Huttunen**

ADJOURN:

Upcoming Meetings

Council Meeting – Tuesday, June 18, 2024 – Council Chambers – 5:00 PM

Work Session – Tuesday, June 25, 2024 – Training Room – 5:00 PM

Council Meeting – Tuesday, July 2, 2024 – Council Chambers – 5:00 PM

Work Session – Tuesday, July 9, 2024 – Training Room – 5:00 PM

Individuals with disabilities, language barriers or other needs who plan to attend the meeting and will need special accommodations should contact Nancy Ellis, ADA Coordinator at (218)-773-2208. Please contact us at least 48 hours before the meeting to give our staff adequate time to make arrangements. Also, materials can be provided in alternative formats for people with disabilities or with limited English proficiency (LEP) by contacting the ADA Coordinator (218)-773-2208 five (5) days prior to the meeting.

Request for Council Action

Date: June 11, 2024

To: East Grand Forks City Council Mayor Steve Gander, Council President Mark Olstad, Council Vice-President Tim Riopelle, Council members Clarence Vetter, Ben Pokrzywinski, Dale Helms, Brian Larson, and Karen Peterson.

Cc: File

From: Nancy Ellis, Community Development Director

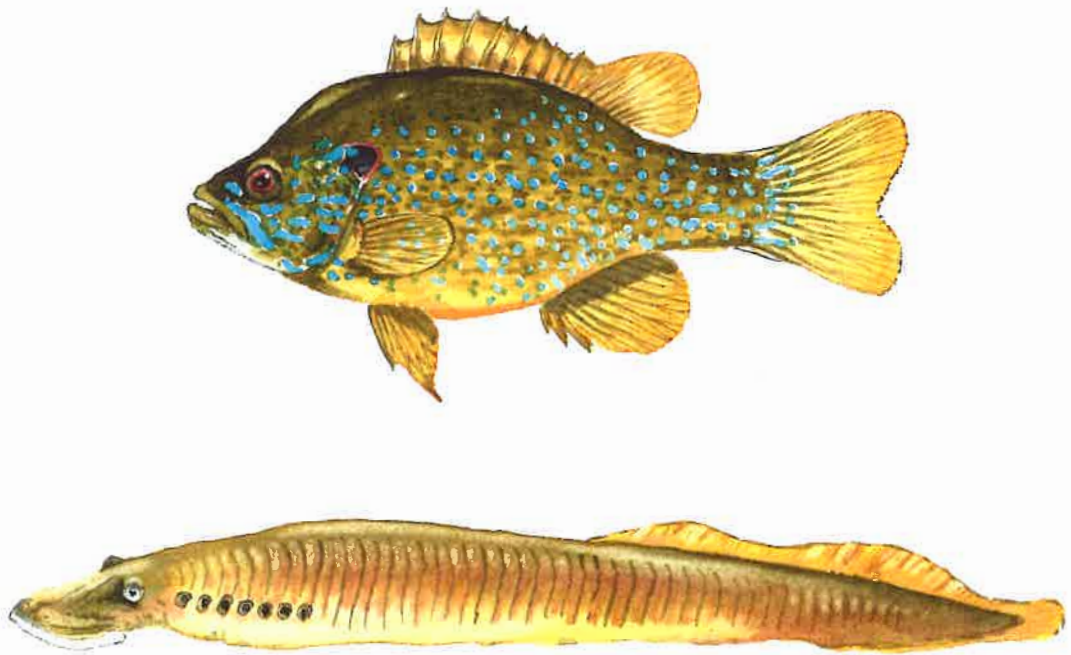
RE: Update on the mural at the Riverwalk Center wall

UPDATE:

I am including the mural rendering that was approved by the DDA selection committee. It will be a mural only, no plaque or canoe.

BACKGROUND:

The Downtown Development Association (DDA) is partnering with the Riverwalk Center to paint a mural on the front corner of the building that faces Bernie's. The mural description and rendering are attached. The City of East Grand Forks does not have a mural ordinance but does have a sign ordinance and downtown design guidelines to review and use to guide building facades and overall appearance of the Downtown Commercial District. I believe that this mural would meet the intent of the guidelines and would be a welcome addition to the downtown district.



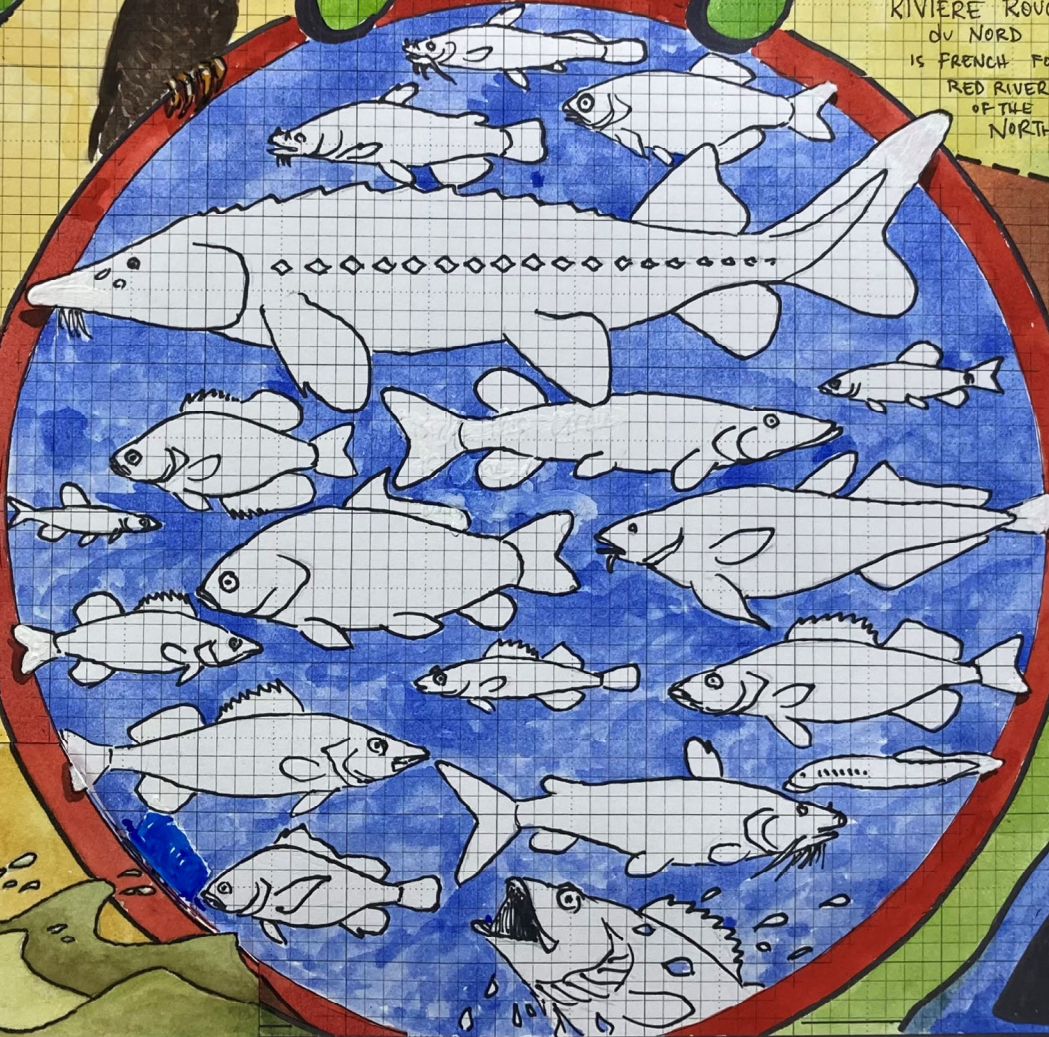
Rhiller 2024

★ Two examples of fish species we'll paint for the mural.

GREETINGS From East Grand Forks



RIVIÈRE ROUGE
DU NORD
IS FRENCH FOR
RED RIVER
OF THE
NORTH



THE
RED
RIVER
IS
550
MILES
LONG
&
HOME TO
OVER
SPECIES
OF FISH.

IT EMPTIES
INTO LAKE
WINNIPEG,
WHOSE WATERS
JOIN THE
NELSON
RIVER &
ULTIMATELY
FLOW INTO
HUDSON BAY.



THE
RED
RIVER
IS ONE OF
48 RIVERS
IN THE
USA
THAT FLOW
NORTH.



YOU
ARE
HERE

Request for Council Action

Date: 6/7/24

To: East Grand Forks City Council Mayor Steve Gander, Council President Mark Olstad, Council Vice-President Tim Riopelle, Council members Clarence Vetter, Ben Pokrzywinski, Dale Helms, Brian Larson, and Karen Peterson.

Cc: File

From: Administration Office

RE: Request for Temporary Pickleball Court in Downtown Parking Lot

A request as come from the Downtown Development Association (DDA) who would like to put up a pickleball court in the downtown parking lot by the veterans memorial for the month of July. The DDA would run a campaign to help drive more traffic downtown in July when things can seem to slow down and putting up this court could be a draw to bring people downtown.



Request for Council Action

Date: 6/6/2024

To: East Grand Forks City Council Mayor Steve Gander, Council President Mark Olstad, Council Vice-President Tim Riopelle, Council members Clarence Vetter, Ben Pokrzywinski, Dale Helms, Brian Larson, and Karen Peterson.

Cc: File

From: Jason Stordahl_Public Works Director

RE: Countrywide Sanitation contract extension

Background: The City's residential refuse and recycling contract with Countrywide Sanitation expires June 30th, 2024. Rachel Gornowicz, owner of Countrywide Sanitation submitted a proposal that would extend their current contract out five years to June 30th, 2029. A copy of the proposed contract and a rate comparison are attached for your review.

Recommendation: Council reviews the proposed contract and decides whether they would like to proceed with moving the contract proposal forward to a future Council Meeting for a vote.

**Collection Agreement Contract
Refuse & Garbage AND Recyclable Materials**

INTRODUCTION

THIS AGREEMENT made and entered into on this ____ day of _____, 2024 by and between the City of East Grand Forks, a governmental subdivision of the State of Minnesota, 600 Demers Avenue, East Grand Forks, MN 56721 hereinafter referred to as the "City" and Countrywide Sanitation Company, 4200 – 16th Avenue North, Grand Forks, ND 58203, hereinafter referred to as "CSC."

WITNESSETH, that the City is a governmental subdivision of the State of Minnesota;

WHEREAS, the City has a continued need to purchase services of a contractor for providing pickup, transportation, and disposal of recyclable and residential solid waste materials in East Grand Forks, Minnesota;

WHEREAS, the City previously released a request for proposal for Residential Mixed Solid Waste and Recyclable Material Collection in 2014;

WHEREAS, CSC submitted a proposal to the City in response to the RFP;

WHEREAS, the Council accepted the Contractor's proposal and entered into a five-year Refuse, Garbage and Recycling Materials contract for the term of July 1, 2014 to June 30, 2019;

WHEREAS, CSC has approached the City to negotiate a new 5-year contract to begin July 1, 2019.

WHEREAS, after negotiation, discussion, and Council debate, the City agrees to enter into a new contract for July 1, 2019, to June 30, 2024.

WHEREAS, CSC has approached the City to negotiate a new 5-year contract to begin July 1, 2024.

WHEREAS, after negotiation, discussion, and Council debate, the City agrees to enter into a new contract for July 1, 2024, to June 30, 2029.

NOW THEREFORE, The City and the CSC mutually agree to this Contract in consideration of the mutual promises and covenants contained herein.

GENERAL REQUIREMENTS FOR ALL COLLECTIONS

1. TERM OF CONTRACT

The term of the Contract shall be from July 1, 2024, through June 30, 2029, both dates inclusive, unless extended by agreement of the parties.

2. BACKGROUND

The contents of the City's previous Request for Proposal (RFP) for Trash Services, the Contractor's proposal (dated April 4, 2014), and the Contractor's Letter dated April 8, 2014, are part of the contractual obligations and are incorporated by reference into this Contract. The materials attached formed the basis of the understanding between the parties for entering into the original July 1, 2014 agreement. They are included for reference purposes only. If any provision of this Contract conflicts with the referenced RFP, Contractor proposal, or other documents, this Contract shall take precedence.

3. RESIDENTIAL CURBSIDE RECYCLING SERVICES

CSC will furnish all necessary equipment for pickup and transportation of recyclable materials on a biweekly basis on a schedule and route set by the City from all city residents, as identified by the City. Recyclables should include the following:

PLASTIC: #1 thru #7, with a neck, commonly accepted plastic bottles and soda bottles, milk and water jugs, and laundry product containers (no lids, caps, pumps, and metal handle- rinse clean)

METAL and ALUMINUM CANS: Rinse Clean

MIXED PAPER: Newspaper, Magazines, Office Paper, Phonebooks, and Corrugated Cardboard

All recyclable materials listed above, excluding hazardous materials deposited for pickup shall be accepted. Countrywide Sanitation agrees to provide carts to each household.

4. RESIDENTIAL CURBSIDE SOLID WASTE SERVICES

CSC will furnish all necessary equipment for the pickup and transportation of all solid waste materials once a week, on a schedule and route set by the City from the

city residents, as identified by the City, such solid waste includes the following:

GARBAGE: All food wastes or material that will decay shall be drained and wrapped in paper. Such wrapped garbage shall then be placed in the containers provided. Do not place liquid waste in the garbage container.

RUBBISH: Rags, waste paper, floor sweepings, glass, and tins shall be placed in the garbage container. Ashes and large tin cans shall be placed in metal containers separate from the garbage.

5. BUILDING MATERIALS, TIRES & APPLIANCES

No Collection will be made of stones, plaster, cement, dirt, concrete, and other construction material from remodeling and construction work, tree trunks and stumps, tires, and appliances unless special arrangements are made with CSC and an extra fee will be established by CSC which will be paid by the owner or occupant of such property. CSC shall advise the City of any rejected materials by the Landfill that are not specifically prohibited herein.

6. REFUSE & RECYCLING CONTAINERS

CSC agrees to provide 96-gallon or 64-gallon carts to each resident. The carts will be provided to each resident, provided, however, that should a cart be lost, stolen, or destroyed, while in the possession of the resident, such resident shall be held responsible for the full replacement value of the container. CSC shall bill the City for any lost, stolen, or destroyed cart, and the City shall thereafter bill the resident.

7. NEW RESIDENT OR CHANGE OF CONTAINER SIZE.

CSC agrees to gather all new resident refuse collection information on forms provided by the City and or change of container size requests and provide said forms to the City public works department within ten (10) days of a new resident request so the information can be input into the City billing system.

8. CURBSIDE RECYCLING AND SOLID WASTE SCHEDULE

The residents of the City shall be responsible for placing their CSC containers on the curb no later than 7:00 a.m. on their scheduled service pickup day. It is the responsibility of the City to inform residents of pickup times and days.

9. RATE FOR SERVICE

The City shall pay CSC for residential recycling of materials and residential Solid Waste materials as listed in the rate schedule attached as Addendum B. The City has an agreement with the Grand Forks City Landfill in which it is the City's responsibility to

pay all landfill fees from the collection of residential solid waste. However, the City has discussed purchasing trucks and equipment which could transport the roll off trash and roll of compost materials presently being performed by CSC as a part of this contract. If the City decides to take over this service, the parties agree to reopen contract negotiations for the sole purpose of renegotiating the rate schedule as set forth in Addendum B to this agreement.

10. WALK UP SERVICE

CSC agrees to walk up to no more than two (2) percent of residential households at no additional cost. If the households requiring this service increase above (2) percent, CSC and the City will renegotiate a fee.

11. RECYCLING DROP SITE

CSC provides all equipment deemed necessary for the collection/transportation of its recyclable materials from the City's drop site, also referred to as the City's green site. CSC will provide the following level of service: One (1) twenty-five (25) cubic yard container, three (3) eight (8) cubic yards, four (4) six (6) cubic yards and one (1) four (4) cubic yard containers for mixed paper, newspaper, and cardboard. The twenty-five (25) cubic yard container will be dumped as needed, and the paper containers will be dumped five (5) days a week. Any pulls above weekly service of the mixed recycling container will be billed per the agreed upon rate schedule as set forth in Addendum B. Any additional containers for paper will be billed as referenced in Addendum B. If the mixed roll-off becomes contaminated with household garbage and the material does not meet the criteria of recycled material, CSC may pass through the landfill disposal fee. CSC will work together with the City to maintain the drop site clean and free of debris. CSC will also make available collection of recycled materials once per week utilizing carts at any of the current apartments, commercial buildings, and City of government buildings and will be billed at a rate set forth in Addendum B. The City will provide a current list of all the current locations and the City will inform CSC of any new sites.

12. COMPOST MATERIAL

CSC will furnish roll-off containers for pickup and transportation of compost materials from all the named city residents, as identified by the City. Service will be on an "as needed" basis from a central collection point within the City. Compost material is defined as leaves, grass, brush, and hedge clippings. The City will pay CSC for each container pulled at a rate as set forth in Addendum B plus disposal fees.

13. MARKETING OF MATERIALS:

CSC shall be responsible and assume the expense of all labor and any other expenses incurred in connection, therewith, the transportation and final disposal of such recyclable materials to their destination with qualified recyclable company or other appropriate end.

CSC reserves the right to discontinue recycling a material if CSC is charged by its buyer for excess residuals contained in the recyclable materials from the City residents or if a market becomes unavailable or market conditions become so poor that it becomes uneconomical to continue. In this case, a thirty (30) day written notice will be given to allow time to inform participants of such change. In the alternative, the parties may renegotiate the fees to be paid for recycling services. CSC also may make recommendations to integrate additional recyclables into the program should a reliable market become available.

14. BILLING AND PAYMENT

Statements for refuse and recycling services provided by CSC will be submitted to the City monthly. Included in the statements will be information concerning the current number of households serviced and the number of containers provided to each resident. These statements will be due on and payable within thirty (30) days after the date of the statement.

15. DEFAULT OF PAYMENT

CSC, in the event of nonpayment for all refuse and recycling services, the Contract may be terminated within a thirty (30) day notice to the City by CSC.

16. TERMINATION-CITY OF EAST GRAND FORKS

The Contract may be terminated by the City for CSC's failure to complete its obligations as herein before setting forth in a workmanlike manner or in accordance with established practices and standards as recognized for similar types of work. If CSC receives notice of non-compliance, CSC reserves the right to remedy the issues within thirty (30) days from its receipt. If the problems are not resolved and CSC is deemed non-compliant after such period, the City can terminate its "Agreement" following a 30-day notice period.

17. ADDITIONAL COSTS: See ADDENDUM A

Any county, township, or state fees or taxes shall be passed on to the City as described by law or city ordinance. Furthermore, any enactment or amendment of Minnesota or the United States statutes and regulations governing recyclables or solid waste services after July 1, 2024, that would affect operational costs to CSC would become a negotiable item between the City and CSC.

City agrees to pay a fuel surcharge as set forth in Addendum A if the costs of fuel exceed the rates set forth in the attached Addendum A.

18. MONTHLY AND ANNUAL REPORTS

The Contractor will submit to the City monthly and annual reports. At a minimum,

the report shall include in the monthly report:

- Total quantities of trash collected (in tons).
- Total quantities of yard Waste collected (in tons).
- Revisions to any counts of households served.
- Safety and accident reports.

At a minimum, the Contractor shall include the following information in the annual reports:

- The same information as per the monthly reports above rolled up into an annual report.
- Residents with walk-in service.

Monthly reports shall be due to the City by the 15th day of each month. Annual reports shall be due by January 31 of each year. The Contractor and the City shall agree on a mutually acceptable data report format. The Contractor will be encouraged to include in its annual report recommendations for continuous improvement in the City's Trash and recycling program (e.g., public education, multiple family trash, etc.)

19. ANNUAL PERFORMANCE REVIEW

Upon receipt of the Contractor's annual report, the City shall schedule an annual meeting with the Contractor and the City's Public Works Director. Once concluded, the report shall be presented to the City Council, and a meeting will be held between the Council and Contractor to review the performance of the Contractor. The objectives of this annual meeting will include, but not be limited to:

- Review the Contractor's annual report.
- Review the Contractor's performance based on feedback from residents to the Public Works Department, City Council, and City staff.
- Review Contractor's recommendations for improvement in the City's comprehensive trash collection program, including enhanced public education and other opportunities as contained within the annual work plan for the upcoming year.

- Review City staff recommendations for Contractor's service improvements.
- Discuss other opportunities for improvement with the remaining years under the current Contract.

20. PUBLIC EDUCATION INFORMATION FOR ELIGIBLE HOUSEHOLDS

At its own cost as part of the base collection fee, the Contractor shall develop, publish, and distribute (via mail or hand delivery):

- a. One (1) public education flyer at least twice during the contract term.
- b. Education tags to be left by Contractor's collection crews at the time any material is left behind without being collected to instruct residents why the material was not collected (e.g., prohibited material, bulky items, or other waste requiring separation collection (trucks) and a phone number to call to place an order for a special collection.

The City shall provide an annual calendar specifying the day of certain trash/recycling collection days.

The Contractor must be able to provide public education material in languages other than English (e.g., Spanish, Somali, etc.). The City will work with the Contractor regarding the quantities needed and the locations for distribution for the households where English is the second language (ESL).

21. THE CITY SHALL APPROVE ALL CONTRACTOR PUBLIC EDUCATION TOOLS

Whenever feasible, the Contractor shall submit a draft of any public education literature or other public education tools (e.g., web page instructions, "Call them all" telephone messages, etc.) for approval by the City, at least one (1) month before printing, distribution or other release of any such literature or tools. No prohibited mailings, public education materials, or other communications to City residents shall be produced or distributed without prior City written approval.

22. MISSED COLLECTIONS

The Contractor shall have a duty to pick up missed trash collections. The Contractor agrees to pick up all missed collections on the same day the Contractor receives notice of a missed collection, provided notice is received by the Contractor before 11:00 a.m. on a business day. With respect to all notices of a missed collection received after 11:00 a.m. on a business day, the Contractor agrees to pick up that missed collection before

4:00 p.m. on the following business day. If the resident did not have their trash container in place for collection at the time when the Contractor provided service, it is not deemed a "missed collection."

23. POSTPONE TRASH COLLECTION

After consultation with the City, the Contractor may postpone trash collections due to severe weather or other causes outside the Contractor's reasonable discretion. Every effort shall be made by the Contractor to coordinate severe weather service postponement announcements with the City so that mixed messages are not broadcast to City residents.

"Severe Weather" shall include, but not be limited to, those cases in which snow, sleet, ice or cold temperatures might jeopardize the safety of the Contractor's staff or result in unsafe driving conditions. "Other causes" shall include, but not be limited to, those cases that occur beyond the Contractor's control such as road construction preventing regular collection of selected routes. If collections are postponed, the Contractor shall notify the City. Upon postponement, collection will be made on the next day following the conclusion of the service weather event or ASAP at the Contractor's discretion.

24. COLLECTION HOURS AND DAYS

The City requires all such collections to begin no sooner than 7 a.m. and shall be complete by 5 p.m. Furthermore, the City requires scheduled collection days to be Monday through Friday. The Contractor may request City approval of exceptions to these times and day requirements (e.g., pursuant to the "Postpone Trash Collection" Section 22 above). The Contractor must request such exception from the City's Designated Contact Person via telephone or email prior to the requested collection event and specify the date, time, and reason for the exception.

25. CUSTOMER COMPLAINTS

The Contractor shall provide staffing of a telephone-equipped office to receive missed collection complaints and other complaints between 7:00 a.m. and 5:00 p.m. on all collection days as specified in this Contract. Phone calls to the Contractor must be answered by a "live person" rather than a recording within an average of one (1) minute of call connection or roll over to an answering machine/voice mail system to leave a message. The Contractor may have music or City-approved educational information during the one (1) minute delay but no "prompts" of any kind. Return calls to voice mail messages must be returned within one (1) hour during the hours of 7:30 a.m. to 4:00 p.m. during regular business hours. Voice mail messages left after 4:00 p.m. must be returned prior to 8:30 a.m. the next business day. Recorded messages

of the Contractor shall request a daytime phone number from which the caller can be reached. The Contractor may also request a daytime email address and a daytime phone number for customers.

The Contractor shall have an answering machine or voice mail system activated to receive phone calls after hours. The address and telephone numbers of such office shall be given to the City in writing, with ten (10) days prior notice of changes therein. The address of this office as of the execution of the Contract is 4200 – 16th Avenue North, Grand Forks, ND 58203, and the telephone number is (701) 772-3344. The Contractor shall also allow complaints to be made electronically.

Each month, the Contractor shall provide the City with a list of all customer complaints, the nature of these complaints, and a description of how each complaint was resolved. The names of the complainants and contact numbers or email addresses must also be included.

Complaints on service will be taken and collected by the City and the Contractor. The City will notify the Contractor of all complaints it receives. The Contractor is responsible for corrective actions. The Contractor shall answer all complaints courteously and promptly.

26. WEIGHING OF LOADS

The Contractor will keep accurate records consisting of an approved weight slip with the date, time, collection route, driver's name, vehicle number, tare weight, gross weight, and net weight. A copy of each weight ticket shall be kept on file and made available for inspection upon request by the City.

27. SCAVENGING PROHIBITED

All trash materials placed for collection shall be owned by and the responsibility of the occupants or residents until the Contractor handles them. Upon collection of the trash by the Contractor, the trash materials become the property and responsibility of the Contractor.

It is unlawful for any person other than the Contractor to collect, remove, or dispose of designated trash after the materials have been placed or deposited for collection in the Trash carts. The Contractor's employees may not collect or "scavenge" through trash in any manner that interferes with the contract trash services.

28. CLEANUP OF SPILLAGE OR BLOWING LITTER

The Contractor shall clean up any material knowingly spilled or blown during the course

of collection and/or hauling operations. All collection vehicles shall be equipped with at least one broom and shovel to clean up material spillage. Designated trash shall be transported in a covered vehicle, and best efforts must be made not to drop or blow onto any public street or private property during transport.

Disposal and Recovery at licensed and permitted facilities only.

The Contractor shall be responsible for the safe, legal, and environmentally sound disposal of all trash, yard waste, bulk items, and any other items and materials collected under this Contract. All garbage and refuse shall be disposed of at the Grand Forks Landfill or a predetermined site defined by the City.

29. VEHICLE REQUIREMENTS

Vehicles shall be clearly signed on both sides as trash collection vehicles. In addition, all Collection vehicles used in the performance of the Contract shall:

- Be marked with the name and telephone number of the Contractor prominently displayed on both sides of the truck;
- Operate within the weight allowed by Minnesota Statutes and local ordinances;
- Have a maximum loaded weight not to exceed the vehicle's rated GVWR;
- Have a two (2) way communication device;
- Have a first aid kit;
- Have an approved fire extinguisher;
- Have warning flashers;
- Have a broom and shovel for cleaning up spills;
- Have warning alarms to indicate movement in reverse;
- Have a sign on the vehicle's rear that states, "This vehicle makes frequent stops;"
- All the required equipment must be in proper working order;
- All vehicles must be maintained in proper working order and be as clean and free of offensive odors as possible.

30. VEHICLE INSPECTIONS

All proposed services, trucks, and facilities are subject to inspection, approval, and acceptance by the City. The City will give reasonable notice of such inspections. The Contractor will not be responsible for normal City inspection costs.

31. PERSONAL REQUIREMENTS

The Contractor shall retain enough personnel and equipment to fulfill the requirements and specifications of this Contract. The Contractor's personnel shall be trained both in program operations and in customer service, and ensure that all personnel maintain a positive attitude with the public and in the workplace, and shall:

- Conduct themselves at all times in a courteous manner and use no abusive or foul language.
- Always make a concerted effort to have a presentable appearance and attitude.
- Wear a uniform and employee identification badge or name tag.
- Drive in a safe and considerate manner.
- Manage curbside trash carts in a careful manner to avoid spillage, littering, or damage to the cart.
- Monitor for any spillage and be responsible for cleaning up any litter.
- Avoid damage to property.
- Not perform their duties or operate vehicles while consuming alcohol or illegally using controlled substances or while under the influence of alcohol and/or such substances.

32. LITTER PICKUP

The Contractor shall be responsible for the collection and pickup of any litter spilled during cart unloading, driving, or other collection operations.

33. SAFETY

The Contractor will ensure adequate working conditions and safety procedures are in place to comply with all applicable local, state, and federal laws and regulations.

The City reserves the right to inspect on a random basis all trucks, equipment, facilities, working conditions, training manuals, records of claims for Worker's Compensation or safety violations, and standard operating procedures documents.

The Contractor shall submit a detailed safety plan to the City for review and approval within two (2) months after executing this Contract. This safety plan shall address all elements of this Contract, including (but not limited to) trash, yard waste, and bulky waste collection operations.

The annual report and work plan shall have a safety component to report incidents and recommend improvements.

34. TRUCK AND DRIVER LICENSES AND PERMITS

The Contractor shall ensure that all driver and truck licenses and permits are current and in full compliance with local, state, and federal laws and regulations.

35. PERFORMANCE MONITORING

The City will monitor the Contractor's performance against the goals and performance standards required within this Contract. Substandard performance as determined by the City in its sole discretion will constitute non-compliance. If action to correct such substandard performance is not taken by the Contractor within thirty (30) days after being notified by the City, the City may initiate contract termination procedures.

36. ACCOMMODATIONS FOR ROAD AND OTHER CONSTRUCTION PROJECTS

The City, County, and State reserve the right to improve any street or alley. Such road construction projects may temporarily prevent the Contractor from traveling its accustomed route and routes for collection. The City shall contact the Contractor prior to each construction season to determine areas of conflict and possible alternate routes or solutions. The Contractors shall work with the City to maintain regular or modified service during street reconstruction projects.

TRASH COLLECTION REQUIREMENTS

37. TRASH CARTS

All occupants of residential dwelling units in the City shall be required by ordinance to keep trash in approved wheeled trash carts, not trash cans. Standardized trash carts will be purchased and owned by the Contractor. Carts shall be received, assembled, distributed, warehoused, and maintained by Contractor. The Contractor shall take

reasonable care to prevent damage to residential carts during collection. Contractor shall repair or provide sanitized replacements for the replacement of carts. Requests for replacement of existing carts must be handled within five (5) business days after receiving the request. Repairs to existing carts must be handled within five (5) business days of receiving the request.

38. TRUCKS SHALL BE EQUIPPED WITH AUTOMATIC LIFTERS

The Contractor shall provide automated trash collection service, and the trucks shall be equipped with automatic lifters.

39. TRUCKS SHALL BE EQUIPPED WITH WINDSCREENS

The Contractor's truck dumping hoppers must be outfitted with windscreens or shields to minimize wind-blown litter when tipping the carts.

40. PROCEDURE FOR HANDLING PROHIBITED MATERIALS

If the Contractor determines that a resident has set out prohibited materials, the driver shall use the following procedure:

- a. The Contractor shall leave the prohibited materials in the resident's curbside trash cart and leave an "education tag" indicating prohibited materials and the proper disposal method and/or other disposal options.
- b. The driver shall record the address, and the Contractor shall report the address to the City in the required monthly report.

If this procedure for handling prohibited materials is not feasible for automated collection systems, the Contractor must specify and demonstrate alternative public education methods to the City for its approval so that prohibited materials are not accepted for collection.

**INSURANCE AND OTHER LEGAL
REQUIREMENTS**

41. INSURANCE

Insurance secured by the Contractor shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the Contract and shall remain continuously in force for the duration of the Contract. The Contractor and its sub-contractors shall secure and maintain the

following insurance as itemized below.

Acceptance of the insurance by the City shall not relieve, limit, or decrease the liability of the Contractor. Any policy deductibles or retention shall be the responsibility of the Contractor. The Contractor shall control any special or unusual hazards and be responsible for any damages that result from those hazards. The City does not represent that the insurance requirements are enough to protect the Contractor's interest or provide adequate coverage. Evidence of coverage is to be provided on an ACORD Insurance Certificate. A thirty (30)-day written notice is required if the policy is canceled. The Contractor shall require any of its sub-contractors, if sub-contracting is allowable under this Contract, to comply with these provisions.

Workers Compensation Insurance

Worker's Compensation insurance shall meet the statutory obligations with Coverage B - Employers Liability limits of at least \$100,000 for each accident, \$500,000 disease - policy limit, and \$100,000 disease for each employee.

Commercial General Liability Insurance

Commercial General Liability insurance shall be at the limits of at least \$1,000,000 general aggregate, \$1,000,000 personal and advertising injury, \$1,000,000 for each occurrence, and \$50,000 fire damage on any one person. The policy shall be on an "occurrence" basis and include contractual liability coverage. The City shall be named an additional insured.

Commercial Automobile Liability Insurance

Commercial Automobile Liability insurance covers all owned, non-owned, and hired automobiles with limits of at least \$1,000,000 per accident. This insurance shall include a cause of loss where there is a spill of fuels and lubricants used in the vehicle for its operation.

42. TRANSFER OF INTEREST

The Contractor shall not assign any interest in the Contract and shall not transfer any interest in the Contract, either by assignment or notation, without the prior written approval of the City. Consent by the City shall not be unreasonably withheld, delayed, or qualified. The Contractor shall not subcontract any services under this Contract without prior written approval of the City. Failure to obtain such written approval by the City before any such assignment or subcontract shall be grounds for immediate Contract termination.

43. NON-ASSIGNMENT AND BANKRUPTCY

The parties hereby agree that the Contractor shall have no right to assign or transfer its rights and obligations under said Contract without written approval from the City. In the event the City or its successors or assigns files for bankruptcy as provided by federal law, this Contract shall be immediately deemed null and void, relieving all parties of their contract rights and obligations.

44. DISPUTE RESOLUTION

The parties agree that any controversy or claim arising out of or relating to this Contract or the breach thereof shall be resolved in the courts in Polk County, Minnesota.

45. GENERAL COMPLIANCE

The Contractor agrees to comply with all applicable local, state, and federal laws and regulations governing funds provided under this Contract.

46. INDEPENDENT CONTRACTOR

Nothing contained in this Contract is intended to or shall be construed in any manner as creating or establishing the relationship of employer/employee between the parties. The Contractor shall always remain an independent Contractor with respect to the services to be performed under this Contract. Any and all employees of Contractor or other persons engaged in the performance of any work or services required by Contractor under this Contract shall be considered employees or subcontractors of the Contractor only and not of the City, and any and all claims that might arise, including worker's compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the Contractor.

47. HOLD HARMLESS

The Contractor agrees to defend, indemnify, and hold harmless the City, its officers, and employees from any liabilities, claims, damages, costs, judgments, and expenses, including attorney's fees, resulting directly or indirectly from a negligent act or negligent omission of the Contractor, its employees, its agents, or employees of subcontractors, in the performance of the services provided by this Contract.

ACCOUNTING STANDARDS

The Contractor agrees to maintain the necessary source documentation and enforce enough internal controls dictated by generally accepted accounting practices to properly account for expenses incurred under this Contract.

48. RETENTION OF RECORDS

The Contractor shall retain all records pertinent to expenditures incurred under this Contract for six (6) years after the resolution of all audit findings. Records for non-expendable property acquired with funds under this Contract shall be retained for six (6) years after final disposition of such property.

49. DATA PRACTICES

The Contractor agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. Individual household set-out data (e.g., number and date of trash collections) shall be held as confidential, non-public data by the Contractor. The Contractor must immediately report to the City any requests from third parties for information relating to this Contract. The City agrees to promptly respond to inquiries from the Contractor concerning data requests. The Contractor agrees to hold the City, its officers, and employees harmless from any claims resulting from the Contractor's unlawful disclosure or use of data protected under state and federal laws.

50. INSPECTION OF RECORDS

All Contractor records with respect to any matters covered by this Contract shall be made available to the City or its designees at any time during regular business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

51. APPLICABLE LAW

The laws of the State of Minnesota shall govern all interpretations of this Contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Polk, State of Minnesota, regardless of the place of business, residence or incorporation of the Contractor.

52. CONTRACT TERMINATION

The City may cancel the Contract if the Contractor fails to fulfill its obligations under the Contract in a proper and timely manner or otherwise violates the terms of the Contract

if the default has not been cured after Thirty (30) days written notice has been provided. The City shall pay the Contractor all compensation earned prior to the date of termination minus any reasonable damages and costs incurred by the City due to the breach. If the Contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, or other materials prepared by the Contractor under this Contract shall, at the option of the City, become the property of the City. The Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

53. CONTRACT AMENDMENTS

Any Amendments to this Contract shall be valid only when reduced to writing and duly signed by the parties.

COUNTRYWIDE SANITATION COMPANY

Date

By: _____
Rachel M. Gornowicz, Its President

ACCEPTED BY THE CITY OF EAST GRAND FORKS

Date

By: _____
Steven Gander, Mayor

Date

By: _____
Reid Huttunen, Its City Administrator

ADDENDUM A

PERCENTAGE INCREASE: A four (4) % increase will be implemented each year after the second year of the Contract. This increase will be effective July 1, 2025.

FUEL SURCHARGE: The City agrees to pay CSC an additional fee if diesel fuel increases to a dollar amount equal to or above \$4.35 per gallon. If diesel fuel remains below \$4.35 per gallon, the fuel surcharge will be zero (0) %. If diesel fuel is at or above \$4.35 per gallon, the following percentages will apply to CSC's base rates.

The published index for determining monthly diesel fuel prices will be the Department of Energy's (DOE) "Weekly Retail On-Highway Diesel Prices" for the Midwest region. The price is published on the first Monday of every month in, which will be used to determine that month's average diesel fuel price.

DIESEL FUEL PRICE PER GALLON	FUEL SURCHARGE
\$4.35 or less	0%
\$4.36 to \$4.70	2%
\$4.71 to \$5.70	3%
\$5.71 and up	4%

However, should the Contractor fail to include the fuel surcharge on the monthly billing statement for two consecutive billing cycles, the surcharge is deemed to be waived, and the City will be forever discharged for its payment.

ADDENDUM B
PRICE SCHEDULE

Residential trash per container per month:	\$ 8.95
Residential recycling per container per month:	\$ 6.50
Commercial carts per month:	\$ 14.00
Green site per month:	\$2,175.00
Sunshine Terrace per month (FL Recycling)	\$ 165.00
Roll off per pull	\$ 225.00 plus landfill fees.
Roll off compost per pull	\$ 180.00 plus landfill fees.
Roll off mixed recycling per pull	\$ 180.00 plus landfill/disposition fees.

<i>Countrywide Sanitation</i>			
	current rates	proposed rates	% increase
refuse rate/month/home	\$ 8.23	\$ 8.95	8.78%
recycling rate/month/home	\$ 4.44	\$ 6.50	46.40%
greensite/month	\$ 1,266.05	\$ 2,175.00	71.79%
compost/pull	\$ 139.27	\$ 180.00	29.24%
Commercial Carts/month	\$ 13.93	\$ 14.00	0.48%
PWD yard roll offs/pull+landfill fees	\$ 208.89	\$ 225.00	7.71%
Mixed Recycling Per Pull Plus Landfill	\$ 139.27	\$ 180.00	29.24%
Sunshine Terrace per month (FL recycling)	\$ 113.94	\$ 165.00	44.81%

Request for Council Action

Date: 6/11/2024

To: East Grand Forks City Council Mayor Steve Gander, Council President Mark Olstad, Council Vice-President Tim Riopelle, Council members Clarence Vetter, Ben Pokrzywinski, Dale Helms, Brian Larson, and Karen Peterson.

Cc: File

From: Nancy Ellis, City Planner / Transit Manager
Reid Huttunen, City Administrator

RE: Building Official update and proposed contract

Background:

For many years, East Grand Forks has contracted Building Official responsibilities with Widseth/In-Depth Inspection. In early May, Widseth informed the City that it would terminate the Building Official contract effective May 31st.

Since this notice was delivered, City Staff have been reviewing and considering multiple options to fulfill the MN Department of Labor and Industry requirement that the City have an appointed Certified Building Official. At present time, the City continues to have Kade Paulson, formally of Widseth/In-Depth Inspections, serving as our Certified Building Official on an independent contractor basis. His last date available to us will be around June 21st.

Options for full-time Building Official considered and reviewed have included the following:

- Consider the option of a full-time Building Official as a City employee
 - Staff continue to review and consider this option. We have determined that while this might be a long term solution, it does not provide an immediate answer to our needs. Staff continue to work through a potential job description. If we do at any point in the future bring this request forward, we should expect that if a new candidate without experience or current Building Official Certification to take as long as 12-18 months to gain full Certified Building Official in MN.
- Contract Services with a Certified Building Official
 - City Staff have reviewed proposals from two companies proposing to serve as our Certified Building Official.
 - Midwest Inspection Services, based in Mapleton, ND and,
 - True Check LLC, based in Newfolden, MN.

Budget Impact:

Proposed rates from both contractors were very similar. Midwest Inspections would require some modification to our Building Permitting process and fee schedule. True Check, LLC will not require any

modification to our current permit application process.

True Check, LLC contracted rate is \$115 per hour for Certified Building Official services. We have discussed initially having the building official available in East Grand Forks two days a week for inspection and review.

Recommendation:

Staff are recommending a two-year contract with True Check LLC. With approval of the contract, True Check will begin their work on Thursday, June 20th and the contract terms will expire on June 30, 2026.

Enclosure

Proposed contract and fee schedule.

AGREEMENT FOR BUILDING INSPECTION SERVICES

This agreement is made and entered into this 18th day of June, 2024 by and between the City of East Grand Forks ("Municipality") and True Check LLC ("Consultant")

WHEREAS, the Municipality wishing to contract with the consultant to perform Building Official services within the municipalities boundaries; and

WHEREAS, the Municipality has adopted the Minnesota State Building code by Ordinance which regulates building permits; and

WHEREAS, the Consultant agrees to provide building inspection services under the terms and conditions hereinafter set forth.

Therefore, be it resolved that it is mutually agreed between Consultant and Municipality as follows:

Services:

1. Consultant agrees to function as the building official for the municipality and maintain all licenses and qualifications as required by the State of Minnesota. Such duties shall only include those customarily rendered by a Building Official under Minnesota law, statutes, and rules. This includes inspections (both on site and virtual), permit review, correction orders, stop work orders, plan reviews, issuing a certificate of occupancy on new structures, and testifying in court, as necessary. Any other requests from the municipality shall be considered and an agreement of charges shall be agreed upon by both parties.
2. It is expressly understood that the Consultant is an independent contractor and not an employee of the municipality. The Consultant shall have control over the manner in which the services are performed under this Agreement. The Consultant shall supply at its own expense all materials, supplies, equipment and tools required to accomplish the work contemplated by this Agreement. The Consultant shall not be entitled to any benefits from the municipality, including, without limitation, insurance benefits, sick and vacation leave, workers' compensation benefits, unemployment compensation, disability, severance pay, or retirement benefits.
3. The municipality shall review all applications for building permits and provide instruction / guidance to the Consultant for any Municipal laws, codes, and zoning ordinances. Including variances, special use permits. Consultant shall not issue any permit until the Municipality has issued and approved said permits.

Fees and Charges:

1. The municipality shall collect, receipt, distribute, and maintain records for all fees and charges collected incidental to the administration of the building inspection services contained herein. The municipality shall collect all building permit surcharge fees,

sewer/water connection charges and fees as required by statute regulation, or ordinance and shall account for and forward all such monies to the appropriate agency. All fees and charges shall be due and payable by the permittee upon issuance of the permit and will be collected by the municipality.

2. The valuation of structures, additions, and alterations, for permit purposes shall be determined by the Consultant and shall be calculated by multiplying the square foot area of the proposed structure times the building valuation factor as published annually by the building codes and standards division of the State of Minnesota Department of Administration. The building permit fees shall be the fee schedule adopted by the Municipality and its City Council.
3. Where work for which a permit is required or proceeded with prior to obtaining all required permits, a special investigation shall be made by the Consultant before a permit may be issued for such work, and the investigation fee shall be equal to the amount of the permit fee required and shall be collected whether or not a permit is subsequently issued. Payment of such an investigation fee shall not exempt any person from compliance with all other provisions of existing building codes, rules or regulations nor from any penalty prescribed by law.
4. Municipal fee and charges shall be in addition to fees and charges required by the State of Minnesota for electrical permits and inspections.
5. Municipality shall compensate Consultant in accordance with the schedule of fees attached for the time and travel spent in performance of services under this contract.
6. Municipality shall make monthly payments within 30 days of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by supporting evidence as available.

Terms and Conditions:

1. This agreement is to be governed by the laws of the State of Minnesota.
2. Municipality officers, agents, employees will cooperate and assist the Consultant in the orderly performance of services provided herein.
3. Customer shall perform in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Consultant makes no warranty, express or implied, as to its professional services rendered under this agreement.
4. The Consultant agrees to the fullest extent permitted by law to indemnify and hold harmless the Client, its officers, directors and employees (client) against all damages or liabilities to the extent caused by the Consultant's negligent performance of professional services under this Agreement and the Client agrees to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors and employees (Subconsultant) against all damages or liabilities, to the extent caused by the Clients negligent performance of professional services under this Agreement and that of its subconsultants or anyone whom the Client is legally liable.
5. It is understood that this Agreement contains the entire agreement between the Municipality and Consultant and that no statement, promise, or inducements made by

any party hereto, or officer, agent or employee of either party hereto which is not contained in this written Agreement shall be valid or binding; this agreement may not be enlarged, modified, or altered except in writing signed by the parties and endorsed hereon. It is expressly understood between parties hereto, and this understanding shall be considered in interpreting the provisions of this Agreement, that upon notice given by any party hereto, good faith negotiations may be undertaken for the purpose of revising, adding to or striking any provision or provisions of this agreement which appear to be unworkable or insufficient to perfect, maintain, and ensure the attainment of the Municipalities goals in requiring building permits and inspections. Any mutually acceptable change to the original provisions of this agreement shall be written and attached to the agreement as provided above and any such revision, addition, or deletion shall only apply to the provision revised, added, or deleted, and the remainder of this agreement shall remain in full force and effect.

6. Consultant shall procure and maintain insurance for protection of claims against it under workers compensation for employees.
7. Consultant shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by negligent act, errors, or omissions for which Consultant is legally liable. And shall be provided upon request to the Municipality.
8. Consultant agrees to abide by the requirements and regulations of the Americans with Disabilities Act of 1990 (ADA) and the Human Rights Act.
9. Data Practices Act Compliance and Audit: Data provided by the Consultant under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. Furthermore, the books, records, documents, and accounting procedures of the Consultant are subject to examination by the Municipality, the legislative auditor, and the State auditor for a period of six years.

Insurance Requirements:

1. Liability. The Consultant agrees to maintain Professional Liability, Errors and Omissions Insurance in an amount of at least \$500,000 single limit coverage, covering all personnel employed by the Consultant in the capacity of acting as an Agent of the City.
2. The Consultant agrees to maintain commercial general liability insurance in a minimum amount of \$1,000,000 per occurrence and \$2,000,000 in annual aggregate. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. The City shall be named as an additional insured.
3. Automobile Liability. If the Consultant operates a motor vehicle in performing the services under this Agreement, the Consultant shall maintain automobile liability insurance, including owned, hired, and non-owned automobiles, with a minimum liability limit of \$1,000,000, combined single limit. The City shall be named as an additional insured.
4. Workers' Compensation. The Consultant agrees to comply with all applicable workers' compensation laws in Minnesota.

5. Certificate of Insurance. The Consultant shall, prior to commencing services, deliver to the City a Certificate of Insurance as evidence that the above coverages are in full force and effect.

Term and Effective Date:

1. Consultant shall complete its services withing the following specific time period:
 - A. Effective: June 20th, 2024
 - B. Expiration: June 30th, 2026
2. This agreement may be terminated within 15 (fifteen) days upon written notice for the breach of any material term or provision of this contract by either party. Material terms and provisions of the Agreement include but are not limited to:
 - a. Failure of payment to Consultant for services rendered.
 - b. Failure of Consultant to maintain proper licensing or certification under State or local law.
 - c. Any conduct by Consultant which constitutes and actual conflict of interest, or which compromises the Municipalities interest.
 - d. Act of dishonesty by either party.
3. Either party may terminate this contract, for any reason, with 60 (sixty) days written notice to the other party.
4. This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota and all disputes shall be venued in State District court located in Polk County Minnesota.
5. Notices pursuant to this contract shall be given by deposit in the United States Mail, postage prepaid, address as follows:

Consultant: True Check LLC

11495 260th Street NW

Newfolden MN 56738

Municipality: City of East Grand Forks

600 Demers Avenue

East Grand Forks, MN 56721

Alternatively, notices required by this contract maybe personally delivered to the persons named below.

Notice shall be deemed given as of the date of person service or as of the date of deposit of the notice in the United State Mail.

(End of Page; Signature page to follow)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at East Grand Forks, Minnesota, the day and year first above written.

CITY OF EAST GRAND FORKS

By: _____
Its Mayor – Steven Gander

By: _____
Its City Administrator – Reid Huttunen

Date: _____

TRUE CHECK LLC

By: _____
Its Chief Executive Officer – Greg Hufnagle

Date: _____

2024 Fee Schedule

East Grand Forks

Classification

Building inspector	\$95 / hour
Building inspector with limited License	\$105 / hour
Certified Building Official	\$115 / hour
Drive time to and from East Grand Forks	\$80 / hour

Other

Mileage (federal Standard Rate) subject to IRS Guidelines – will not be charged to East Grand Forks	
Meals / Lodging	cost

Request for Council Action

Date: June 11, 2024

To: East Grand Forks City Council Mayor Steve Gander, Council President Mark Olstad, Council Vice-President Tim Riopelle, Council members Clarence Vetter, Ben Pokrzywinski, Dale Helms, Brian Larson, and Karen Peterson.

Cc: File

From: Reid Huttunen, City Administrator

RE: Quiet Zone Construction & Maintenance Agreement for Central Ave

Background:

At the time of approval of the Quiet Zone project agreements and bid, the Construction & Maintenance (C&M) Agreement with BNSF for Central Ave was not included in the council meeting for approval. At that time, BNSF was still reviewing and writing easement agreements for the Street Right of Way running parallel to the railway from Central Ave to the 3rd St intersection.

The updated C&M and Easement Agreements have now been finalized and are ready for approval.

Recommendation:

Approve the enclosed C&M and Easement Agreements as shown.

Enclosures:

Construction & Maintenance Agreement and Easement Agreements for Central Ave.



Contract Number: BF-20265886

GRADE CROSSING CONSTRUCTION AND MAINTENANCE AGREEMENT

**BNSF File No.: BF-20265886
Mile Post 106.799
Line Segment 32
U.S. DOT Number 081277T
Grand Forks Subdivision**

This Agreement ("**Agreement**"), is executed to be effective as of _____, ____ ("**Effective Date**"), by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**BNSF**") and the **CITY OF EAST GRAND FORKS**, a political subdivision of the State of Minnesota ("**Agency**").

RECITALS

WHEREAS, BNSF owns and operates a line of railroad in and through the City of East Grand Forks, State of Minnesota;

WHEREAS, in the interest of aiding vehicular travel and public safety, the Agency is undertaking a project to improve the existing Central Ave at-grade crossing, located at BNSF Line Segment **32** and Milepost **106.799**, and designated by D.O.T. No. **081277T**, by reconstructing the roadway, adding pedestrian facilities to the west side of the crossing, center medians, and curb & gutter within the new roadway easement across the BNSF right-of-way as indicated on the Exhibit A and Exhibit B, attached hereto and incorporated herein; and

WHEREAS, the Agency will sign the release agreement attached under Exhibit B for the existing 1969 and 1976 easements; and

WHEREAS, the parties agree that the RAILROAD will receive no ascertainable benefit from the installation of advance warning signs and pavement marking stop bars; and

WHEREAS, the Agency also desires BNSF to install an extension of the existing crossing surface at Central Ave with a new concrete and rubber crossing surface to accommodate the new pedestrian sidewalk; and

WHEREAS, the Agency is paying for the acquisition and installation of the extended crossing surface at Central Ave; and



Contract Number: BF-20265886

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

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

ARTICLE I – SCOPE OF WORK

- 1) The term "**Project**" as used herein includes any and all work related to the reconstruction/construction of the roadway, adding pedestrian facilities to the west side of the crossing, center medians, and curb & gutter at the Central Ave crossing by Agency and installation of new crossing surfaces at U.S. D.O.T No. 081277T, (hereinafter referred to as the "**Crossing**") by BNSF, more particularly described on the Exhibit A, including, but not limited to, any and all changes to telephone, telegraph, signal and electrical lines and appurtenances, temporary and permanent track work, fencing, grading, alterations to or new construction of drainage facilities, preliminary and construction engineering and contract preparation.

ARTICLE II – RAILROAD OBLIGATIONS

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

- 1) Upon Agency's payment to BNSF of an administrative fee in the sum of Two Thousand Five Hundred and No/100 Dollars (\$2,500), together with the Temporary Construction License Fee in the sum of Zero and No/100 Dollars (\$0.00), BNSF hereby grants to Agency, its successors and assigns, upon and subject to the terms and conditions set forth in this Agreement, a temporary non-exclusive license (hereinafter called, "Temporary Construction License") to enter upon and use the portion of BNSF's right-of-way as is necessary to reconstruct the roadway, add pedestrian facilities to the west side of the crossing, center medians, and curb & gutter at the Central Ave crossing and thereafter maintain, the Crossing as described further on Exhibit A-1, excepting and reserving BNSF's rights, and the rights of any others who have obtained, or may obtain, permission or authority from BNSF, to do the following:
 - A. Operate, maintain, renew and/or relocate any and all existing railroad track or tracks, wires, pipelines and other facilities of like character upon, over or under the surface of said right-of-way;



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- B.** Construct, operate, maintain, renew and/or relocate upon said right-of-way, without limitation, such facilities as the BNSF may from time to time deem appropriate;
- C.** Otherwise use or operate the right-of-way as BNSF may from time to time deem appropriate.

The term of the Temporary Construction License begins on the Effective Date and ends on the earlier of (i) substantial completion of the Structure, or (ii) 18 months following the Effective Date. The Temporary Construction License and related rights given by BNSF to Agency in this provision are without warranty of title of any kind, express or implied, and no covenant of warranty of title will be implied from the use of any word or words herein contained. The Temporary Construction License is for construction of the Structure only and shall not be used by Agency for any other purpose. Agency acknowledges and agrees that Agency shall not have the right, under the Temporary Construction License, to use the Structure for any other purpose than construction. In the event Agency is evicted by anyone owning, or claiming title to or any interest in said right-of-way, BNSF will not be liable to Agency for any damages, losses or any expenses of any nature whatsoever. The granting of similar rights to others, subsequent to the date of this Agreement, will not impair or interfere with the rights granted to Agency herein.

Upon Agency's payment to BNSF of the additional sum of Five Thousand Five Hundred and No/100 Dollars (\$5,500.00), such payment to be made within thirty (30) days of issuing the Notice to Proceed pursuant to Article III, Section 8 of this Agreement, and provided further that Agency is in compliance with the term and conditions of this Agreement, BNSF will grant to Agency, its successors and assigns, an easement (hereinafter called, the "Easement") to enter upon and use that portion of BNSF's right-of-way as is necessary to use and maintain the Crossing, substantially in the form of Exhibit B attached to this Agreement. If Agency fails to pay BNSF within the thirty day time period set forth in the preceding sentence, BNSF may stop construction of the Project until full payment is received by BNSF.

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



Contract Number: BF-20265886

be included as a part of this Agreement upon written approval of Agency, which approval will not be unreasonably withheld. Construction of the Project must include the following railroad work by BNSF:

- A. Procurement of materials, equipment and supplies necessary for the railroad work;
 - B. Preliminary engineering, design, and contract preparation;
 - C. Furnishing of flagging services during construction of the Project as required and set forth in further detail on Exhibit C, attached to this Agreement and made a part hereof;
 - D. Furnishing engineering and inspection as required in connection with the construction of the Project;
 - E. Removal and disposal of the existing crossing surfaces from the Crossing;
 - F. Installation of one 24-foot concrete crossing surface extension for the one track complete with new rail, ties, ballast, fasteners, along with appropriate surfacing, to carry the improved roadway and sidewalk;
 - G. Make such changes in the alignment, location and elevation of its telephone, telegraph, signal and/or wire lines and appurtenances along, over or under the tracks, both temporary and permanent, as may become necessary by reason of the construction of the Project.
- 2) BNSF will do all railroad work set forth in Article II, Section 2 above on an actual cost basis, when BNSF, in its sole discretion, determines it is required by its labor agreements to perform such work with its own employees working under applicable collective bargaining agreements.
- 3) Agency agrees to reimburse BNSF for work of an emergency nature caused by Agency or Agency's contractor in connection with the Project which BNSF deems is reasonably necessary for the immediate restoration of railroad operations, or for the protection of persons or BNSF property. Such work may be performed by BNSF without prior approval of Agency and Agency agrees to fully reimburse BNSF for all such emergency work.
- 4) BNSF may charge Agency for insurance expenses, including self-insurance expenses, when such expenses cover the cost of Employer's Liability (including,



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without limitation, liability under the Federal Employer's Liability Act) in connection with the construction of the Project. Such charges will be considered part of the actual cost of the Project, regardless of the nature or amount of ultimate liability for injury, loss or death to BNSF's employees, if any.

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

ARTICLE III – AGENCY OBLIGATIONS

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

- 1) Agency must furnish to BNSF plans and specifications for the Project. Said plans (reduced size 11" x 17"), showing the plan and profile of the roadway work on BNSF right-of-way and marked as Exhibit A, attached hereto and made a part hereof, must be submitted to BNSF for the development of railroad cost estimates.
- 2) Agency must make any required application and obtain all required permits and approvals for the construction of the Project.
- 3) Agency must acquire all rights of way necessary for the construction of the Project.
- 4) Agency must make any and all arrangements, in compliance with BNSF's Utility Accommodation Manual (<http://www.bnsf.com/communities/fags/pdf/utility.pdf>), for the installation or relocation of wire lines, pipe lines and other facilities owned by private persons, companies, corporations, political subdivisions or public utilities other than BNSF which may be necessary for the construction of the Project.



Contract Number: BF-20265886

- 5)** Agency must construct the Project as shown on the attached Exhibit A and do all work ("Agency's Work") provided for in the plans and specifications for the Project, except railroad work that will be performed by BNSF hereunder. Agency must furnish all labor, materials, tools and equipment for the performance of Agency's Work. The principal elements of Agency's Work are as follows:
- A.** Design and Reconstruction/Construction of Central Ave;
 - B.** Installation of a pavement marking stop bar in accordance with the Manual on Uniform Traffic Control Devices (hereinafter called, "MUTCD");
 - C.** Installation of advance warning signs in accordance with the MUTCD
 - D.** Perform all necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on BNSF's right-of-way;
 - E.** Provide suitable drainage, both temporary and permanent;
 - F.** Provide all barricades, lights, flagmen or traffic control devices necessary for preventing vehicular traffic from using a portion of the Crossing, during the installation of the concrete crossing surfaces, and also during the installation of the Crossing Signal Equipment.
 - G.** Construct asphalt/concrete roadway surface on approaches to each track;
 - H.** Provide and place six (6) to twelve (12) inch wide section of asphalt between roadway concrete headers (and sidewalk) and the new concrete crossing surfaces;
 - I.** Job site cleanup including removal of all construction materials, concrete debris, surplus soil, refuse, contaminated soils, asphalt debris, litter and other waste materials to the satisfaction of BNSF;
- 6)** The Agency will approve the location of the signals and signal bungalow prior to the installation by BNSF.
- 7)** The Agency must have advanced railroad crossing signs and standard pavement markings in place at the crossing shown on Exhibit A (if the same are required by the MUTCD) prior to the acceptance of this Project by the Agency.



Contract Number: BF-20265886

- 8) The Agency must give BNSF's Manager Public Projects written notice to proceed ("**Notice to Proceed**") with the railroad portion of the work after receipt of necessary funds for the Project. BNSF will not begin the railroad work (including, without limitation, procurement of supplies, equipment or materials) until written Notice to Proceed is received from Agency.
- 9) The Agency's Work must be performed by Agency or Agency's contractor in a manner that will not endanger or interfere with the safe and timely operations of BNSF and its facilities.
- 10) For any future inspection or maintenance, either routine or otherwise, performed by subcontractors on behalf of the Agency, Agency shall require the subcontractors to comply with the provisions of the attached Exhibit C and execute the agreement attached hereto as Exhibit C-1. Prior to performing any future maintenance with its own personnel, Agency shall: comply with all of BNSF's applicable safety rules and regulations; require any Agency employee performing maintenance to complete the safety training program at the BNSF's Internet Website "www.contractororientation.com"; notify BNSF when, pursuant to the requirements of Exhibit C, a flagger is required to be present; procure, and have approved by BNSF's Risk Management Department, Railroad Protective Liability insurance.
- 11) Agency must require its contractor(s) to notify BNSF's Roadmaster at least thirty (30) calendar days prior to requesting a BNSF flagman in accordance with the requirements of Exhibit C attached hereto. Additionally, Agency must require its contractor(s) to notify BNSF's Manager of Public Projects thirty (30) calendar days prior to commencing work on BNSF property or near BNSF tracks.
- 12) Agency must include the following provisions in any contract with its contractor(s) performing work on said Project:
 - A. The Contractor is placed on notice that fiber optic, communication and other cable lines and systems (collectively, the "Lines") owned by various telecommunications companies may be buried on BNSF's property or right-of-way. The locations of these Lines have been included on the plans based on information from the telecommunications companies. The contractor will be responsible for contacting BNSF and the telecommunications companies and notifying them of any work that may damage these Lines or facilities and/or interfere with their service. The contractor must also mark all Lines shown on the plans or marked in the field in order to verify their locations. The contractor must also use all reasonable methods when working in the BNSF right-of-way or on BNSF property to determine if any other Lines (fiber optic, cable, communication or otherwise) may exist.



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- B. Failure to mark or identify these Lines will be sufficient cause for BNSF's engineering representative Dan Peltier at 763-782-3495 to stop construction at no cost to the Agency or BNSF until these items are completed.
 - C. The Contractor will be responsible for the rearrangement of any facilities or Lines determined to interfere with the construction. The Contractor must cooperate fully with any telecommunications company(ies) in performing such rearrangements.
 - D. In addition to the liability terms contained elsewhere in this Agreement, the contractor hereby indemnifies, defends and holds harmless BNSF for, from and against all cost, liability, and expense whatsoever (including, without limitation, attorney's fees and court costs and expenses) arising out of or in any way contributed to by any act or omission of Contractor, its subcontractors, agents and/or employees that cause or in any way or degree contribute to (1) any damage to or destruction of any Lines by Contractor, and/or its subcontractors, agents and/or employees, on BNSF's property or within BNSF's right-of-way, (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on BNSF's property or within BNSF's right-of-way, and/or (3) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of such telecommunication company(ies). **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY, DEATH, CAUSE OF ACTION OR CLAIM WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF BNSF.**
- 13) Agency must require compliance with the obligations set forth in this agreement, including Exhibit C and Exhibit C-1, and incorporate in each prime contract for construction of the Project, or the specifications therefor (i) the provisions set forth in Article III and IV; and (ii) the provisions set forth in Exhibit C and Exhibit C-1, attached hereto and by reference made a part hereof.
- 14) Except as otherwise provided below in this Section 14, all construction work performed hereunder by Agency for the Project will be pursuant to a contract or contracts to be let by Agency, and all such contracts must include the following:



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- A. All work performed under such contract or contracts within the limits of BNSF's right-of-way must be performed in a good and workmanlike manner in accordance with plans and specifications approved by BNSF;
 - B. Changes or modifications during construction that affect safety or BNSF operations must be subject to BNSF's approval;
 - C. No work will be commenced within BNSF's right-of-way until each of the prime contractors employed in connection with said work must have (i) executed and delivered to BNSF an agreement in the form of Exhibit C-1, and (ii) delivered to and secured BNSF's approval of the required insurance; and
 - D. If it is in Agency's best interest, Agency may direct that the construction of the Project be done by day labor under the direction and control of Agency, or if at any time, in the opinion of Agency, the contractor has failed to prosecute with diligence the work specified in and by the terms of said contract, Agency may terminate its contract with the contractor and take control over the work and proceed to complete the same by day labor or by employing another contractor(s) provided; however, that any contractor(s) replacing the original contractor(s) must comply with the obligations in favor of BNSF set forth above and, provided further, that if such construction is performed by day labor, Agency will, at its expense, procure and maintain on behalf of BNSF the insurance required by Exhibit C-1.
 - E. To facilitate scheduling for the Project, Agency shall have its contractor give BNSF's Roadmaster 60 days advance notice of the proposed times and dates for work windows. BNSF and Agency's contractor will establish mutually agreeable work windows for the Project. BNSF has the right at any time to revise or change the work windows, due to train operations or service obligations. BNSF will not be responsible for any additional costs and expenses resulting from a change in work windows. Additional costs and expenses resulting from a change in work windows shall be accounted for in the contractor's expenses for the Project.
- 15) Agency must advise the appropriate BNSF Manager Public Projects, in writing, of the completion date of the Project within thirty (30) days after such completion date. Additionally, Agency must notify BNSF's Manager Public Projects, in writing, of the date on which Agency and/or its Contractor will meet with BNSF for the purpose of making final inspection of the Project.**
- 16) TO THE FULLEST EXTENT PERMITTED BY LAW, AGENCY HEREBY RELEASES, INDEMNIFIES, DEFENDS AND HOLDS HARMLESS BNSF, ITS AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL**



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REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, THE EMPLOYEES OF THE PARTIES HERETO) OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART) (I) THE USE, OCCUPANCY OR PRESENCE OF AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (II) THE PERFORMANCE, OR FAILURE TO PERFORM BY THE AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS, ITS WORK OR ANY OBLIGATION UNDER THIS AGREEMENT, (III) THE SOLE OR CONTRIBUTING ACTS OR OMISSIONS OF AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (IV) AGENCY'S BREACH OF THE TEMPORARY CONSTRUCTION LICENSE OR EASEMENT GRANTED TO AGENCY PURSUANT TO ARTICLE II OF THIS AGREEMENT, (V) ANY RIGHTS OR INTERESTS GRANTED TO AGENCY PURSUANT TO THE TEMPORARY CONSTRUCTION LICENSE OR EASEMENT DISCUSSED IN ARTICLE II OF THIS AGREEMENT, (VI) AGENCY'S OCCUPATION AND USE OF BNSF'S PROPERTY OR RIGHT-OF-WAY, INCLUDING, WITHOUT LIMITATION, SUBSEQUENT MAINTENANCE OF THE STRUCTURE BY AGENCY, OR (VII) AN ACT OR OMISSION OF AGENCY OR ITS OFFICERS, AGENTS, INVITEES, EMPLOYEES OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER. HOWEVER, THE AGENCY DOES NOT ASSUME THE LIABILITY FOR DAMAGE, DESTRUCTION, INJURY OR DEATH IF IT WAS OCCASIONED OR CONTRIBUTED TO BY THE MISCONDUCT OR NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR PARTNERS TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE NEGLIGENCE OF BNSF.

ARTICLE IV – JOINT OBLIGATIONS

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

- 1)** All work contemplated in this Agreement must be performed in a good and workmanlike manner and each portion must be promptly commenced by the party obligated hereunder to perform the same and thereafter diligently prosecuted to



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conclusion in its logical order and sequence. Furthermore, any changes or modifications during construction which affect BNSF will be subject to BNSF's approval prior to the commencement of any such changes or modifications.

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



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Reid Huttunen, City Administrator
City of East Grand Forks
Email: RHuttunen@egf.mn
Phone: 218-773-2483

- 5) Agency must supervise and inspect the operations of all Agency contractors to ensure compliance with the plans and specifications approved by BNSF, the terms of this Agreement and all safety requirements of BNSF. If BNSF determines that proper supervision and inspection are not being performed by Agency personnel at any time during construction of the Project, BNSF has the right to stop construction (within or adjacent to its operating right-of-way). Construction of the Project will not proceed until Agency corrects the situation to BNSF's reasonable satisfaction. If BNSF feels the situation is not being corrected in an expeditious manner, BNSF will immediately notify Reid Huttunen, City Administrator (218)773-2483 for appropriate corrective action.
- 6) Pursuant to this section and Article II, Section 6 herein, Agency must, reimburse BNSF in full for the **actual costs** of all work performed by BNSF under this Agreement (including taxes, such as applicable sales and use taxes, business and occupation taxes, and similar taxes).
- 7) All expenses detailed in statements sent to Agency pursuant to Article II, Section 6 herein will comply with the terms and provisions of the Title 23 U.S. Code, Title 23 Code of Federal Regulations, and the Federal-Aid Policy Guide, U.S. Department of Transportation, as amended from time to time, which manual is hereby incorporated into and made a part of this Agreement by reference. The parties mutually agree that BNSF's preliminary engineering, design, and contract preparation costs described in Article II, Section 2 herein are part of the costs of the Project even though such work may have preceded the date of this Agreement.
- 8) The construction of the Project will not commence until Agency gives BNSF's Manager Public Projects thirty (30) days prior written notice of such commencement. The commencement notice will reference BNSF's file number and D.O.T. Crossing No. 081277T and must state the time that construction activities will begin.
- 9) In addition to the terms and conditions set forth elsewhere in this Agreement, BNSF and the Agency agree to the following terms upon completion of construction of the Project:



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- A. Agency will own and be fully responsible for repairs, maintenance, future construction or reconstruction of the Central Ave roadway.
- B. Will maintain the elevation of the Central Ave roadway approaches to match the elevation on the railroad track crossing surfaces and to be no more than three (3) inches above or six (6) inches below top-of-rail elevation at a distance measured thirty (30) feet from the nearest rail.
- C. Agency will maintain the advanced railroad crossing warning signs and pavement markings and agrees to hold harmless and indemnify BNSF for any claims, damages or losses, in whole or in part, caused by or due to the Agency's failure to maintain the advanced warning signs and markings or other requirements of the MUTCD.
- D. Agency will do nothing and permit nothing to be done in the maintenance of the Central Ave roadway, which will interfere with or endanger facilities of BNSF.
- E. It is expressly understood by Agency and BNSF that any right to install utilities will be governed by a separate permit or license agreement between the parties hereto.
- F. Notwithstanding the preceding provision, if any regulations, ordinances, acts, rules or other laws subsequently passed or amended by the Agency or any other governmental or legislative authority increase the Agency's portion of maintenance cost under this Agreement, BNSF will receive the benefit of any such regulations, ordinances, acts, rules or other laws and the Agency's increased portion of maintenance costs will be incorporated into and made a part of this Agreement.
- G. If a railway or highway improvement project necessitates rearrangement, relocation, or alteration of the Crossing Signal Equipment, Crossing Signal House, or the new crossing surface installed hereunder, the costs for such rearrangement, relocation or alteration will be the responsibility of the party requesting such changes.
- H. If any of the Crossing Signal Equipment is partially or wholly destroyed, then such repair and/or replacement costs must be distributed among the parties as follows:



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- i) In the event the BNSF's sole negligence destroys or damages the Crossing Signal Equipment and/or the Crossing Signal House, BNSF must, at its sole cost and expense, replace or repair such Crossing Signal Equipment and/or Crossing Signal House.
 - ii) In the event the Crossing Signal Equipment is damaged or destroyed by any other cause, Agency must reimburse BNSF for the costs to replace or repair such Crossing Signal Equipment and/or Crossing Signal House.
- 10)** Agency must notify and obtain prior authorization from BNSF's Manager of Public Projects before entering BNSF's right-of-way for **Inspection and Maintenance** purposes and the BNSF Manager of Public Projects will determine if flagging is required. If the construction work hereunder is contracted, Agency must require its prime contractor(s) to comply with the obligations set forth in Exhibit C and Exhibit C-1, as the same may be revised from time to time. Agency will be responsible for its contractor(s) compliance with such obligations.
- 11)** Any books, papers, records and accounts of the parties hereto relating to the work hereunder or the costs or expenses for labor and material connected with the construction will at all reasonable times be open to inspection and audit by the agents and authorized representatives of the parties hereto, as well as the State of Minnesota and the Federal Highway Administration, for a period of one (1) year from the date of the final BNSF invoice under this Agreement.
- 12)** The covenants and provisions of this Agreement are binding upon and inure to the benefit of the successors and assigns of the parties hereto. Notwithstanding the preceding sentence, neither party hereto may assign any of its rights or obligations hereunder without the prior written consent of the other party.
- 13)** In the event construction of the Project does not commence within 18 months of the Effective Date, this Agreement will become null and void.
- 14)** Neither termination nor expiration of this Agreement will release either party from any liability or obligation under this Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration.
- 15)** To the maximum extent possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any



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provision of this Agreement is prohibited by, or held to be invalid under, applicable law, such provision will be ineffective solely to the extent of such prohibition or invalidity and the remainder of the provision will be enforceable.

- 16)** This Agreement (including exhibits and other documents, manuals, etc. incorporated herein) is the full and complete agreement between BNSF and Agency with respect to the subject matter herein and supersedes any and all other prior agreements between the parties hereto.
- 17)** Any notice provided for herein or concerning this Agreement must be in writing and will be deemed sufficiently given when sent by certified mail, return receipt requested, to the parties at the following addresses:

BNSF: BNSF's Manager Public Projects

80 44th Ave NE

Minneapolis, MN 55421

Agency: City of East Grand Forks
600 Demers Ave
East Grand Forks, MN 56721

SIGNATURE PAGE FOLLOWS



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

BNSF RAILWAY COMPANY

By: _____

Printed Name: _____

Title: _____

WITNESS:

**AGENCY
CITY OF EAST GRAND FORKS**

WITNESS:

By: _____

Printed Name: _____

Title: _____



Contract Number: BF-20265886

Exhibit A

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4/20/2023

SURVEY MONUMENTS

	BENCH MARK
	FOUND CIM
	FOUND CPNT.
	FOUND JLM
	FOUND LATH
	FOUND PIPE
	FOUND READING
	STAKED CIM
	STAKED CPNT.
	STAKED JLM
	STAKED PIPE

EXISTING TOPO SYMBOLS

	AC UNIT
	FENCE POST
	FLAG POLE
	GUARD POST
	HANDICAP SYMBOL
	MAILBOX
	SHRUB
	SIGN DOUBLE POST
	SIGN SINGLE POST
	TREE CONIFER
	TREE DECIDUOUS
	TREE STUMP
	TV DISH
	WETLAND SYMBOL
	YARD LIGHT

EXISTING UTILITY MUNICIPAL SYMBOLS

	APRON
	LIFT STATION
	SANITARY CLEANOUT
	SANITARY MANHOLE
	STORM CATCH BASIN
	STORM INLET
	STORM MANHOLE
	WATER CURB STOP
	WATER HANDHOLE
	WATER HYDRANT
	WATER MANHOLE
	WATER METER

EXISTING UTILITY MUNICIPAL SYMBOLS (cont.)

	WATER VALVE
	WATER WELL
	UTILITY
	UTILITY SIZE & TYPE

EXISTING UTILITY PRIVATE SYMBOLS

	ELEC GROUND LIGHT
	ELEC HANDHOLE
	ELEC LIGHT POLE
	ELEC MANHOLE
	ELEC METER
	ELEC PEDESTAL
	ELEC POLE
	ELEC SIGNAL
	ELEC TRANSFORMER BOX
	GAS METER
	GAS VALVE
	LP TANK
	TELE HANDHOLE
	TELE MANHOLE
	TELE PEDESTAL
	TELE POLE
	TV HANDHOLE
	TV PEDESTAL

EROSION CONTROL SYMBOLS

	SURFACE DRAINAGE ARROW
	STORM DRAIN INLET PROTECTION

TRAFFIC CONTROL DEVICES & SYMBOLS

	TRAFFIC CONTROL SIGN (1 POST)
	TRAFFIC CONTROL SIGN (2 POST)
	TYPE III BARRICADE
	DRUM CHANNELIZER
	FLASHING ARROW OR MESSAGE BOARD

EXISTING TOPOGRAPHIC LINES

	CENTER LINE
	EDGE OF WOODS
	FENCE WOOD
	FORCEMAIN
	OVERHEAD CABLE TV
	OVERHEAD ELECTRIC
	OVERHEAD TELE
	SANITARY SEWER SERVICE

EXISTING TOPOGRAPHIC LINES (CONT.)

	WATERMAIN
	SILT FENCE TYPE MACHINE SLICED
	WETLAND EDGE

EROSION CONTROL LINES

	BIO ROLL
	SILT FENCE

R/W, LOT & EASEMENTS LINES

	EASEMENT LINE
	LOT LINE
	RIGHT OF WAY EXISTING
	RIGHT OF WAY PROPOSED

HATCH PATTERN AND SHADING LEGEND

	SOD
	SEED
	HYDRAULIC STABILIZER
	BITUMINOUS SURFACE
	CONCRETE SURFACE
	INPLACE SIGNAL POLE
	PROPOSED SIGNAL POLE
	PEDESTRIAN PUSH BUTTON STATION
	PEDESTRIAN PUSH BUTTON
	CONTROL POINTS AT GUTTER FLOW LINE
	TRUNCATED DOMES (SEE STANDARD PLATE 7038)
	CONSTRUCT CONCRETE CURB & GUTTER
	BITUMINOUS TREATMENT-SEE TABULATIONS
	CURB HEIGHT
	LANDING AREA - 4' X 4' MIN. DIMENSIONS AND MAX 2.0% SLOPE IN ALL DIRECTIONS
	INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE BETWEEN 5.0% MINIMUM AND 8.3% MAXIMUM IN THE DIRECTION SHOWN AND CROSS SLOPE SHALL NOT EXCEED 2.0%
	INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE GREATER THAN 2.0% AND LESS THAN 5.0% IN THE DIRECTION SHOWN AND CROSS SLOPE SHALL NOT EXCEED 2.0%
	DRAINAGE FLOW ARROW

PLAN SYMBOLS

	STATE LINES
	COUNTY LINE
	TOWNSHIP OR RANGE LINE
	SECTION LINE
	QUARTER LINE
	SIXTEENTH LINE
	RIGHT-OF-WAY LINE

PLAN SYMBOLS (CONT.)

	TIMBER
	ORCHARD
	BRUSH
	NURSERY
	CATCH BASIN
	FIRE HYDRANT
	CATTLE GUARD
	OVERPASS (HIGHWAY OVER)
	UNDERPASS (HIGHWAY UNDER)
	BRIDGE
	CONTROL OF ACCESS LINE
	PROPERTY LINE (EXCEPT LAND LINES)
	VACATED PLATTED PROPERTY
	CORPORATED FOR CITY LIMITS
	TRUNK HIGHWAY CENTERLINE
	RETAINING WALL
	RAILROADS
	RAILROAD RIGHT-OF-WAY LINE
	RIVER OR CREEK
	DRY RUN
	DRAINAGE DITCH
	DRAIN TILE
	CULVERT
	DROP INLET
	GUARD RAIL
	BARBED WIRE FENCE
	WOVEN WIRE FENCE
	CHAIN LINK FENCE
	SPLIT RAIL FENCE
	RAILROAD SNOW FENCE
	STONE WALL OR FENCE
	HEDGE
	RAILROAD CROSSING SIGN
	RAILROAD CROSSING BELL
	ELECTRIC WARNING SIGN
	CROSSING GATE
	MEANDER CORNER
	SPRINGS
	MARSH

PLAN SYMBOLS (CONT.)

	BUILDING (ONE STORY FRAME)
	F-FRAME
	C-CONCRETE
	S-STONE
	T-TILE
	B-BRICK
	ST-STUCCO
	IRON PIPE OR ROD
	MONUMENT (STONE, CONCRETE OR METAL)
	WOODEN HUB
	GRAVEL PIT
	SAND PIT
	BORROW PIT
	ROCK QUARRY
	SLOPE EASEMENT
<u>UTILITIES SYMBOLS</u>	
	POWER POLE LINE
	TELEPHONE OR TELEGRAPH POLE LINE
	JOINT TELEPHONE AND POWER ON POWER POLES
	JOINT TELEPHONE AND POWER ON TELEPHONE POLES
	ANCHOR
	STEEL TOWER
	STREET LIGHT
	PEDESTAL (TELEPHONE CABLE TERMINAL)
	GAS MAIN
	WATERMAIN
	CONDUIT
	TELEPHONE CABLE IN CONDUIT
	ELECTRIC CABLE IN CONDUIT
	TELEPHONE MANHOLE
	ELECTRIC MANHOLE
	BURIED TELEPHONE CABLE
	BURIED ELECTRIC CABLE
	AERIAL TELEPHONE CABLE
	SEWER (SANITARY OR STORM)
	SEWER MANHOLE

DATE	SCALE	DRAWN BY	CHECKED BY:	JOB NUMBER
04/20/2023	NO SCALE	MBA	SRE	32355-2024-11935
REVISIONS	DESCRIPTION	BY	DATE	REV#

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4/20/2023

STATEMENT OF ESTIMATED QUANTITIES			
ITEM NO.	DESCRIPTION	UNIT	QUANTITY
011000	Mobilization	LS	1
015526	Traffic Control	LS	1
015526	Furnish & Install Sign Panel & Post	EA	28
	Install Salvaged Sign Panel & Post	EA	4
015713	Inlet Protection	EA	8
015713	Temporary Construction Entrance	EA	1
024100	Remove Bituminous Pavement	SY	337
024100	Remove Concrete Pavement	SY	2052
024100	Remove Concrete Curb & Gutter	LF	898
024100	Remove Concrete Driveway Pavement	SY	321
024100	Remove Concrete Sidewalk	SF	3228
024100	Remove Catch Basin Casting	EA	2
024100	Remove Sign Panel & Post	EA	8
024100	Salvage Sign Panel & Post	EA	8
	Adjust Frame & Ring Casting	EA	1
312200	Subgrade Preparation	SY	1976
312200	Common Excavation (P)	CY	128
312200	Compaction Tests	EA	??
321123	Aggregate Base Course (CV)	CY	288
321123	Geogrid Fabric	SY	1976
321216	Bituminous Transition	SY	254
321600	4" Concrete Sidewalk	SF	4610
321600	6" Concrete Sidewalk	SF	659
321600	7" Reinforced Concrete Pavement	SY	896
321600	8" Reinforced Concrete Pavement	SY	629
	8" Concrete Median	SY	224
321600	Reinforcement / Tie Bars (Epoxy Coated)	LBS	?
321600	Concrete Curb & Gutter, Design B624	LF	1013
321600	6" Concrete Driveway	SY	1840
321600	Detectable Warning Panels	SF	97
329219	Topsoil Borrow (LV)	CY	72
329219	Turf Establishment	SY	1351
	Pedestrian Access Gate	EA	4
	Site Fencing	LF	1540
334111	Storm Sewer Manhole Casting Assembly	EA	1
334111	Catch Basin Casting Assembly	EA	1
	Solid White Paint-Cross Walk	SF	492
	24" Solid Line Paint-White	LF	570
	Median Solid Paint-Yellow	LF	755
	4" Solid Double Yellow	LF	52
	4" Solid White Paint	LF	155
	Pavement Marking White Paint (Left Turn)	SF	15
	Pavement Marking White Paint (Straight-Right Turn)	SF	26
	Railroad Crossing Pavement Marking	EA	4

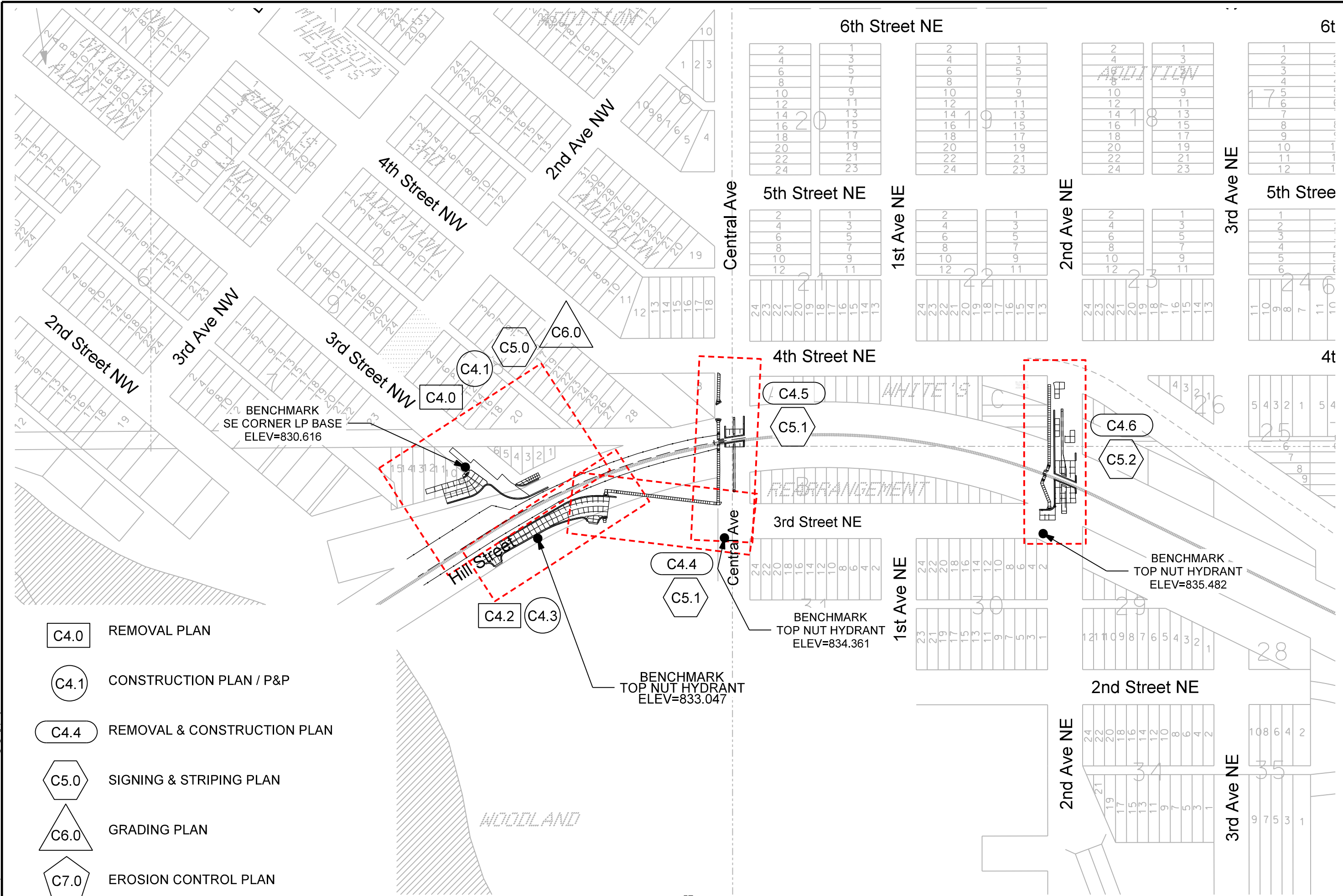
GENERAL NOTES

1. CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL FOR EXACT LOCATIONS OF ALL UTILITIES. 1-800-252-1166
2. ANY EXCESS EXCAVATION MATERIALS SHALL BE DISPOSED OF BY THE CONTRACTOR AT CONTRACTOR PROVIDED DISPOSAL SITE. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION AND NO ADDITIONAL PAYMENT WILL BE MADE.
3. ALL OPEN HOLES OR EXCAVATION AREAS SHALL BE COMPLETELY ENCLOSED OFF WITH SNOW FENCE DURING EVENING. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION.
4. ALL PAVEMENT AND CURB REMOVALS SHALL BE SAWCUT FULL DEPTH. INCIDENTAL TO REMOVALS.
5. THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CL / ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA".
6. CONTRACTOR WILL BE REQUIRED TO DESIGNATE A CONCRETE TRUCK WASH OUT AREA APPROVED BY THE ENGINEER.
7. THE SPACING OF THE WORK ZONE TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE CURRENT EDITION OF THE MMUTCD ON ALL TRAFFIC CONTROL ZONE LAYOUTS, INCLUDING THE CURRENT TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS FIELD MANUAL.
8. OWNER/ENGINEER RESERVES THE RIGHT TO MAKE MINOR REVISIONS TO THE PLANS TO FIT CONDITIONS ENCOUNTERED DURING CONSTRUCTION.
9. ALL STREET LIGHTS SHALL BE REMOVED AND REPLACED BY THE EAST GRAND FORKS WATER AND LIGHT DEPARTMENT.

REVISIONS	DESCRIPTION	REV#	DATE
		△	
		△	
		△	
		△	

DATE: 04/20/2023	NO SCALE	MBA	SRE
SCALE: DRAWN BY: CHECKED BY:			
JOB NUMBER: 32356-2024-11935			

MODEL: Detail
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4/20/2023



WIDSETH ARCHITECTS ■ ENGINEERS ■ SCIENTISTS ■ SURVEYORS	
HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.	
DATE: 04/20/2023	DATE: 04/20/2023
SCALE: AS SHOWN	DATE: 04/20/2023
DRAWN BY: MBA	DATE: 04/20/2023
CHECKED BY: SRE	DATE: 04/20/2023
JOB NUMBER: 32358-2024-11935	DATE: 04/20/2023
2022 CITY PROJECT NO. 3	
QUIET ZONE - STREET & SIDEWALK IMPROVEMENTS	
EAST GRAND FORKS, MINNESOTA	
GENERAL AREA LAYOUT	
SHEET NO. C11.1	
SHEET	OF

MODEL: Detail
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EXISTING SIGNING TABULATION							
STATION	OFFSET	STREET ALIGNMENT	REFERENCE INTERSECTON	SIGN #	DESCRIPTION	TASK	NOTES
0+00.0	186.2' LT	HILL	300' WEST OF 3RD ST NW ON 2ND ST NW	W10-2R	GRADE CROSSING ADVANCE WARNING	REMOVE	
2+01.9	235.8' LT	HILL	90' NORTH OF 2ND ST NE ON 3RD ST NW	W10-2R	GRADE CROSSING ADVANCE WARNING	REMOVE	
2+24.8	123.3' LT	HILL	SW QUAD 2ND ST NW & 3RD ST NW	R1-2	YIELD	SALVAGE?	
2+53.4	17.8' RT	HILL	HILL ST & 3RD ST NW	R1-2	YIELD	SALVAGE?	
2+65.12	32.8' LT	HILL	HILL ST & 3RD ST NW	NA	PUBLIC WATER ACCESS	SALVAGE	
3+25.5	99.3' LT	HILL	NE QUAD 2ND ST NW & 3RD ST NW	R1-1	STOP	SALVAGE	
3+62.0	64.6' LT	HILL	NE QUAD 2ND ST NW & 3RD ST NW	NA	NO PARKING THIS SIDE OF STREET	SALVAGE	
4+46.2	90.0' LT	HILL	200' EAST OF 3RD ST NW ON 2ND ST NW	NA	DIAGONAL REFLECTOR	SALVAGE	
4+47.8	37.8' RT	HILL	3RD ST NW & TRAILHEAD ENTRANCE	R1-1	STOP	REMAIN IN PLACE	
5+65.4	35.5' LT	HILL	185' NORTH OF CENTRAL AVE ON 3RD ST NW	W10-1	GRADE CROSSING	REMOVE	
5+64.2	30.8' LT	HILL	185' NORTH OF CENTRAL AVE ON 3RD ST NW	NA	SCHOOL ZONE AHEAD	REMOVE	
7+90.4	33.6' LT	HILL	NW QUAD 3RD ST NW & CENTRAL AVE	D3-1	STREET SIGN	SALVAGE	
7+95.5	28.2' RT	HILL	NE QUAD 3RD ST NE & CENTRAL AVE	W10-1	GRADE CROSSING ADVANCE WARNING	REMOVE	
8+83.9	29.8' LT	HILL	50' SOUTH OF CL TRACKS ON CENTRAL AVE	NA	BURIED GAS PIPELINE	REMAIN IN PLACE	
9+76.4	46.5' LT	HILL	SW QUAD 2ND ST NW & CENTRAL AVE	R1-1	STOP	REMAIN IN PLACE	
10+47.4	30.3' LT	HILL	NW QUAD 2ND ST NW & CENTRAL AVE	NA	BURIED GAS PIPELINE	REMAIN IN PLACE	
10+60.1	25.1' LT	HILL	65' SOUTH OF 4TH ST NW ON CENTRAL AVE	W10-1	GRADE CROSSING ADVANCE WARNING	REMOVE	
10+84.9	32.8' LT	HILL	SW QUAD 4TH ST NW & CENTRAL AVE	D3-1	STREET SIGN	SALVAGE	
100+64.9	297.0 LT	2ND	300' WEST OF 2ND AVE NE ON 3RD ST NE	W10-2R	GRADE CROSSING ADVANCE WARNING	REMOVE	
101+20.2	43.3' LT	2ND	NW QUAD 2ND AVE NE & 3RD ST NE	D3-1	STREET SIGN	REMAIN IN PLACE	
101+26.6	30.2' LT	2ND	NW QUAD 2ND AVE NE & 3RD ST NE	NA	BURIED GAS PIPELINE	REMAIN IN PLACE	
103+56.1	29.6' LT	2ND	SW QUAD 2ND AVE NE & 4TH ST NE	W10-1	GRADE CROSSING ADVANCE WARNING	REMOVE	

PROPOSED SIGNING TABULATION							
STATION	OFFSET	STREET ALIGNMENT	SIGN #	DESCRIPTION	GRAPHIC	SIZE	NOTES
1+88.0	26.0' RT	HILL	R1-1	STOP		30"x30"	
2+12.8	206.5' LT	HILL	W1-2L	CURVE AHEAD WARNING		36"x36"	
2+32.8	136.7' LT	HILL	R1-1	STOP		30"x30"	
2+82.8	75.3' LT	HILL	W1-6L	ONE DIRECTION LARGE ARROW		24"x48"	1
3+24.6	100.0' LT	HILL	R1-1	STOP		30"x30"	2
5+99.5	27.6' RT	HILL	W10-2L / W10-9P	PARALEL RR ADVANCE LT / NO TRAIN HORN		30"x30" / 30"x24"	
6+17.8	28.0' LT	HILL	M5-2L	ADVANCE TURN 45° LT		21"x15"	
7+94.8	26.8' RT	HILL	W10-1/ W10-9P	RR ADVANCE WARNING / NO TRAIN HORN		30"DIA / 30"x24"	
7+96.1	31.7' LT	HILL	D3-1	STREET SIGN CENTRAL AVE / 3RD ST NW		NA	2
8+24.3	1.1' LT	HILL	R4-7	KEEP RIGHT		24"x30"	
9+17.2	31.5' LT	HILL	R15-8	LOOK		18"x9"	3
9+47.8	42.1' LT	HILL	R15-8	LOOK		18"x9"	3
9+66.7	65.0' LT	HILL	W10-4 / W10-9P	GRADE CROSSING WARNING / NO TRAIN HORN		30"x30" / 30"x24"	
9+81.8	1.3' LT	HILL	R4-7	KEEP RIGHT		24"x30"	
10+55.2	27.0' LT	HILL	W10-1/ W10-9P	RR ADVANCE WARNING / NO TRAIN HORN		30" DIA / 30"x24"	
10+85.3	32.0' LT	HILL	D3-1	STREET SIGN CENTRAL AVE / 4TH ST NW		NA	2
100+42.6	37.1' RT	2ND	W10-1/ W10-9P	RR ADVANCE WARNING / NO TRAIN HORN		30" DIA / 30"x24"	
100+63.6	150.0' LT	2ND	W10-4L / W10-9P	PARALEL RR ADVANCE LT / NO TRAIN HORN		30"x30" / 30"x24"	
101+30.4	2.9' LT	2ND	R4-7	KEEP RIGHT		24"x30"	
101+82.6	44.9' LT	2ND	R15-8	LOOK		18"x9"	3
102+13.3	42.8' LT	2ND	R15-8	LOOK		18"x9"	3
103+16.8	28.9' LT	2ND	W10-1/ W10-9P	RR ADVANCE WARNING / NO TRAIN HORN		30" DIA / 30"x24"	
103+37.7	6.3' LT	2ND	R4-7	KEEP RIGHT		24"x30"	

- 1
- 2
- 3
- REQUIRES TWO SIGN POSTS
INSTALLATION OF SALVAGED SIGN PANEL & POST
LOCATED AT SIDEWALK / RR CROSSING

BY	REVISIONS	DESCRIPTION	DATE	REV#

04/20/2023	NO SCALE	MBA	SHE
DATE	SCALE	DRAWN BY:	CHECKED BY:
JOB NUMBER: 32356-2024-11935			

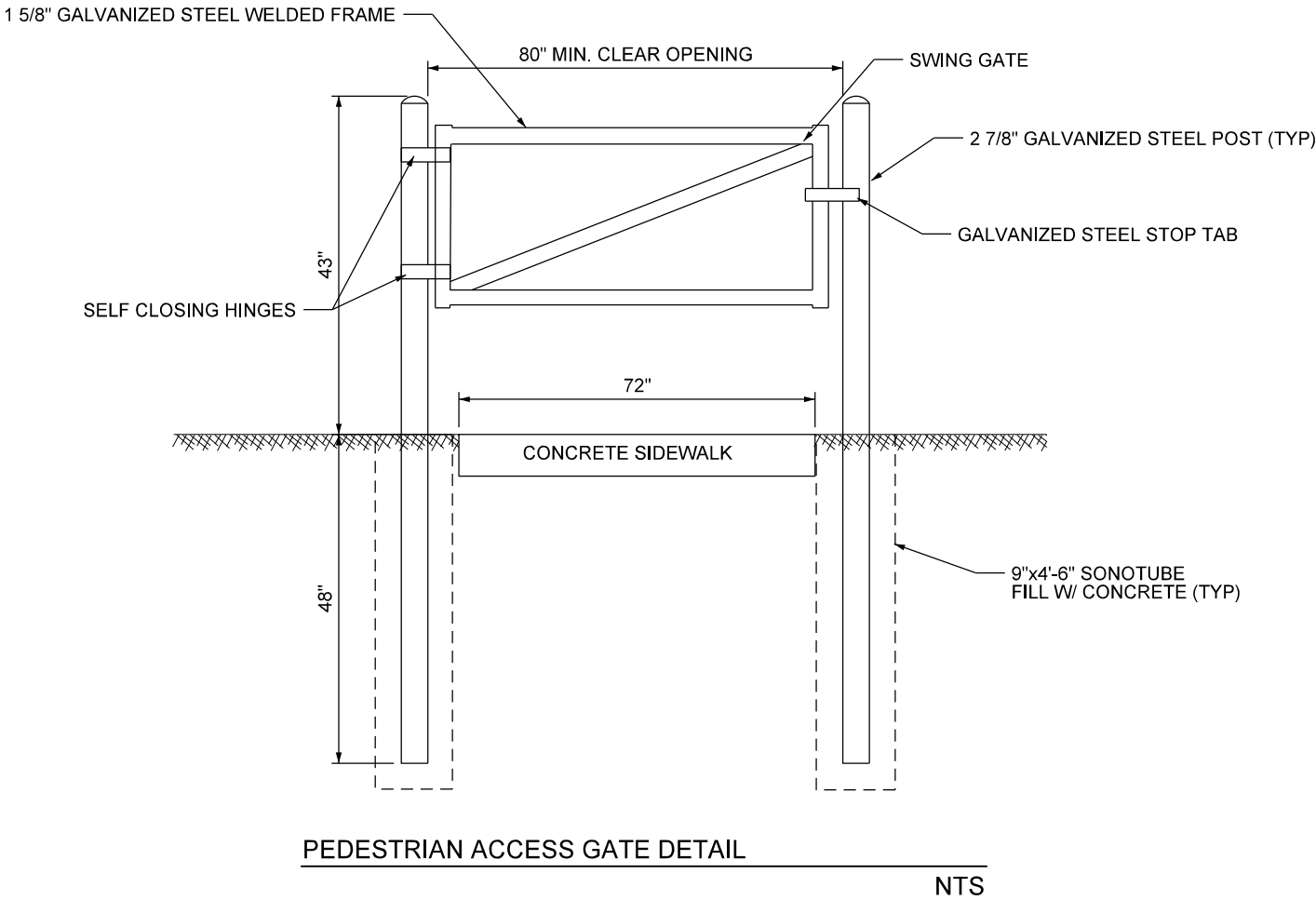
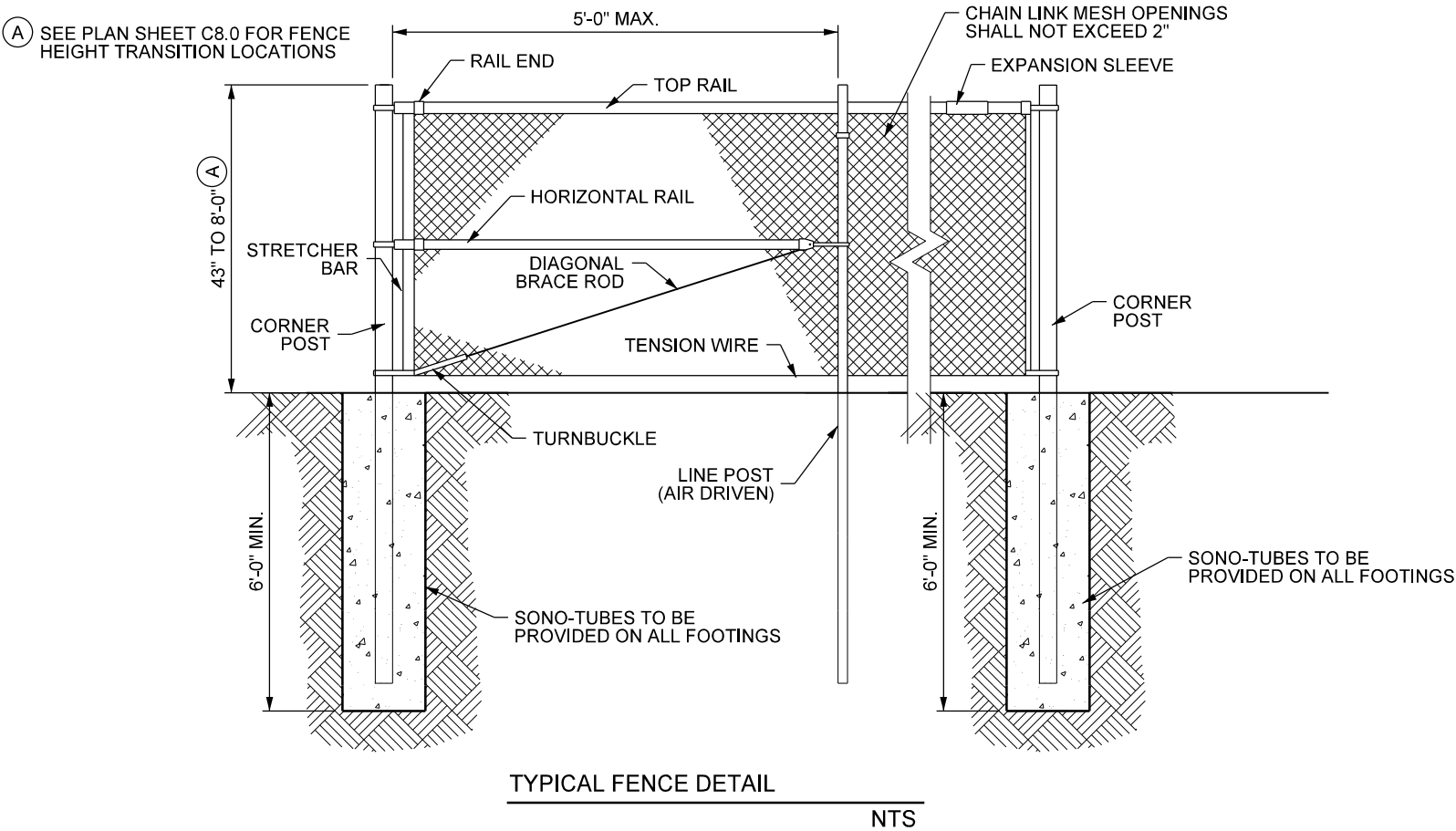
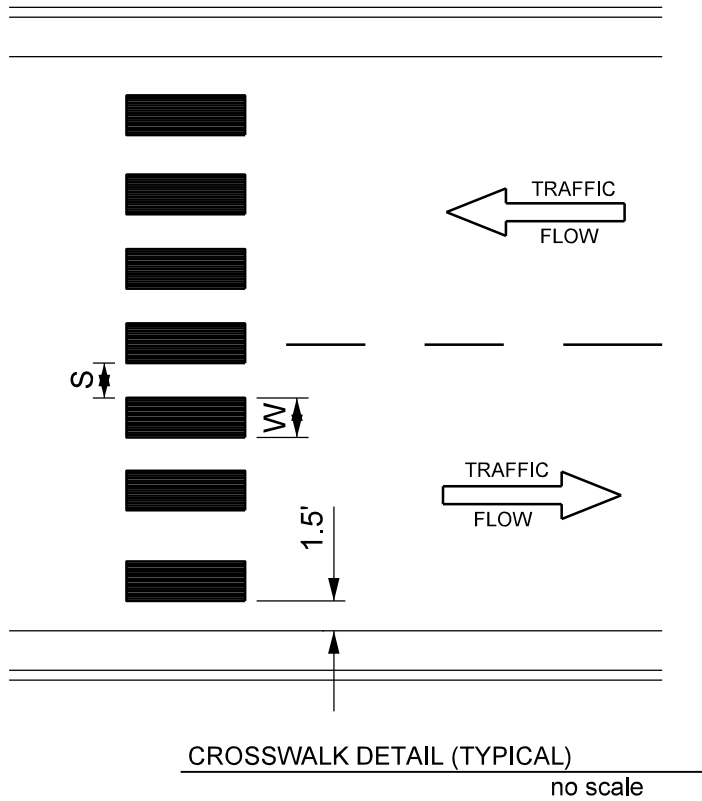
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PART - 2202 City of East Grand Forks
4/20/2023

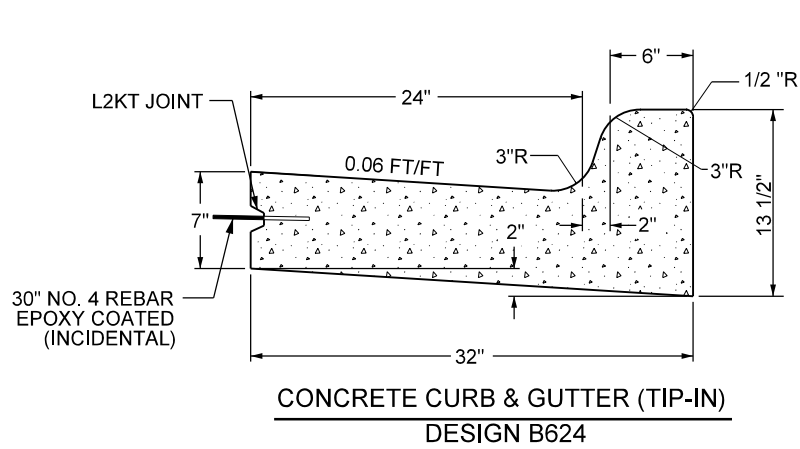
(L) WIDTH OF INSIDE LANE	(W) WIDTH OF STRIPED AREA	(S) WIDTH OF SPACE
9'	2.0'	2.5'
10'	2.5'	2.5'
11'	2.5'	3.0'
12'	3.0'	3.0'
13'	3.0'	3.5'

NOTES:

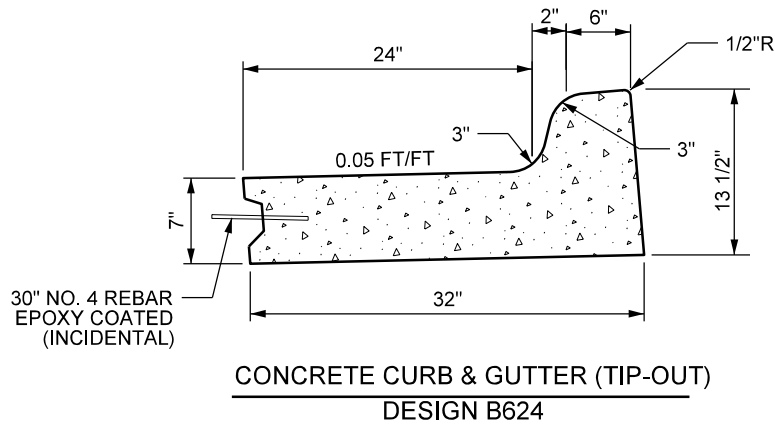
- 1.) TAPED AREAS TO BE CENTERED ON CENTER LINE AND LANE LINES.
- 2.) ZEBRA CROSSWALKS REQUIRE PREFORM TAPE GROUND IN AS SPECIFIED.
- 3.) A MINIMUM OF 1.5 FT CLEAR DISTANCE MUST BE LEFT ADJACENT TO CURB. IF LAST PAINTED AREA FALLS INTO THIS DISTANCE IT MUST BE OMITTED.

NOTE:
LAYOUT FOR CROSSWALK WIDTH (W) & SPACING (S) OF STRIPING SHOWN ON PLANS AND BASIS FOR ESTIMATED QUANTITIES IS BASED UPON A 12 FOOT LANE WIDTH.

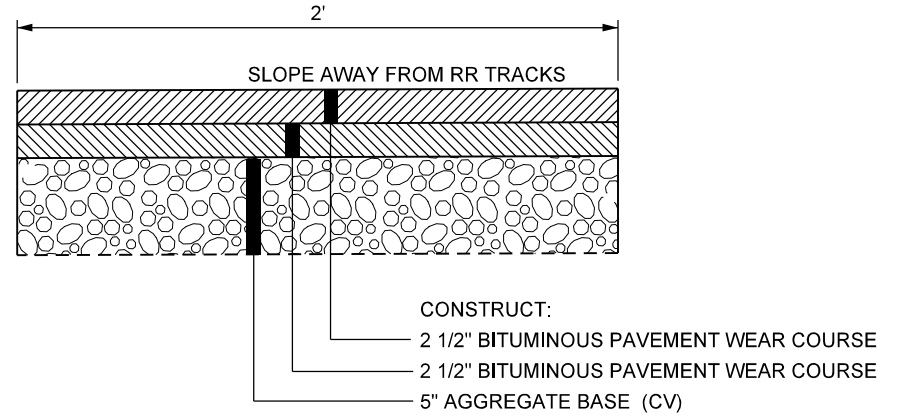




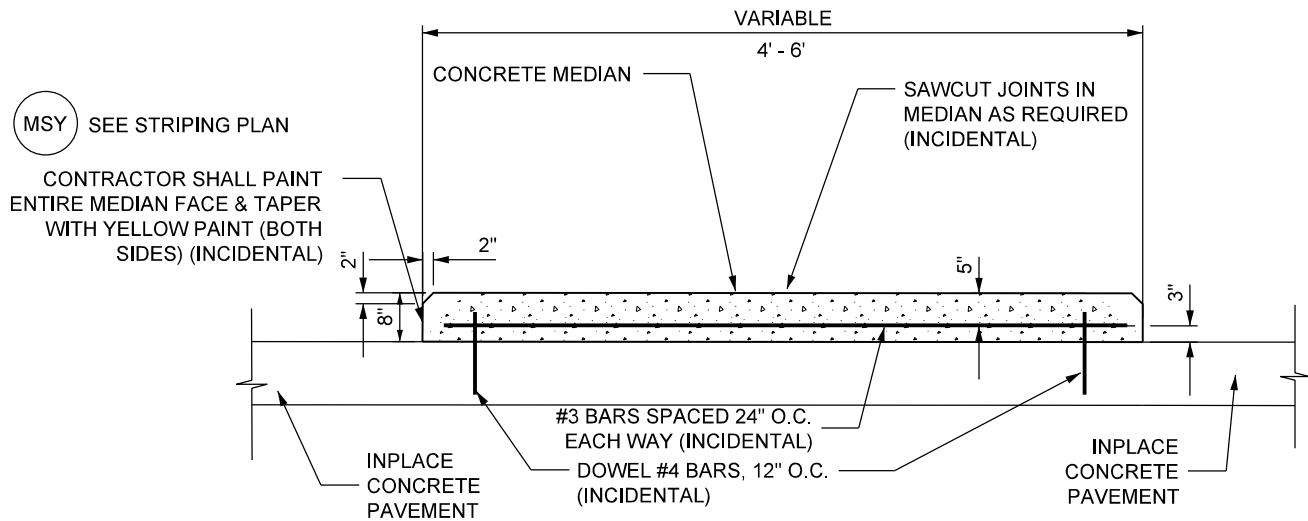
CONCRETE CURB & GUTTER (TIP-IN)
DESIGN B624



CONCRETE CURB & GUTTER (TIP-OUT)
DESIGN B624

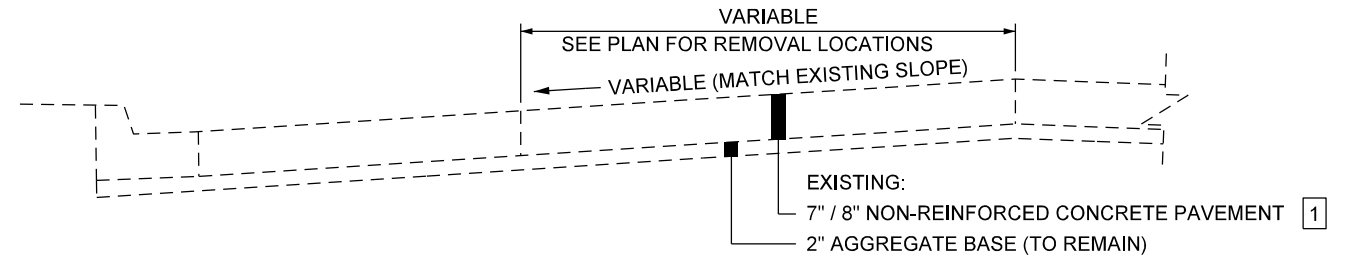


CONSTRUCT BITUMINOUS TRANSITION
NTS



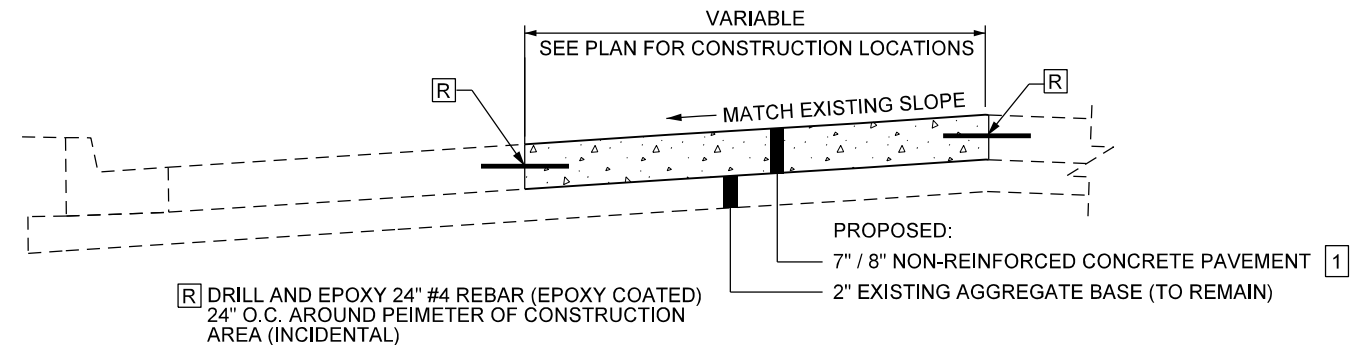
CONCRETE MEDIAN PINNING DETAIL

NTS

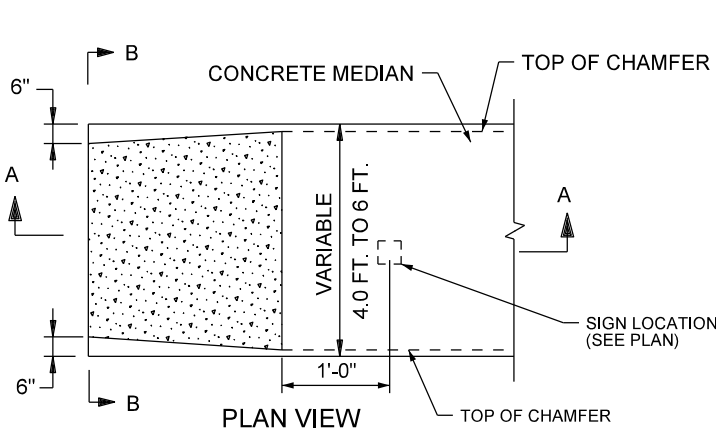


- 1 7" NON-REINFORCED CONCRETE PAVEMENT - CENTRAL AVE
8" NON-REINFORCED CONCRETE PAVEMENT - 2ND AVE NE

EXISTING TYPICAL SECTION
CENTRAL AVENUE
2ND AVENUE NE
NTS

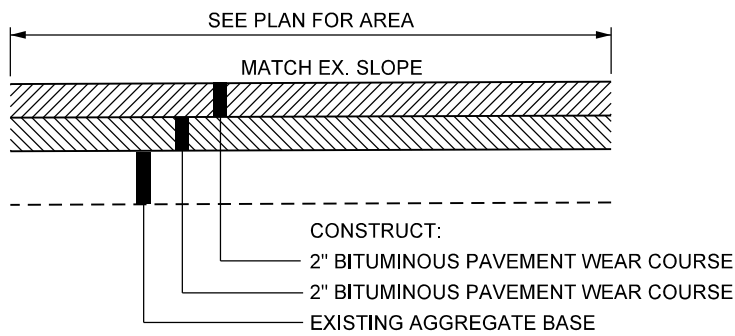


PROPOSED TYPICAL SECTION
CENTRAL AVENUE
2ND AVENUE NE
NTS

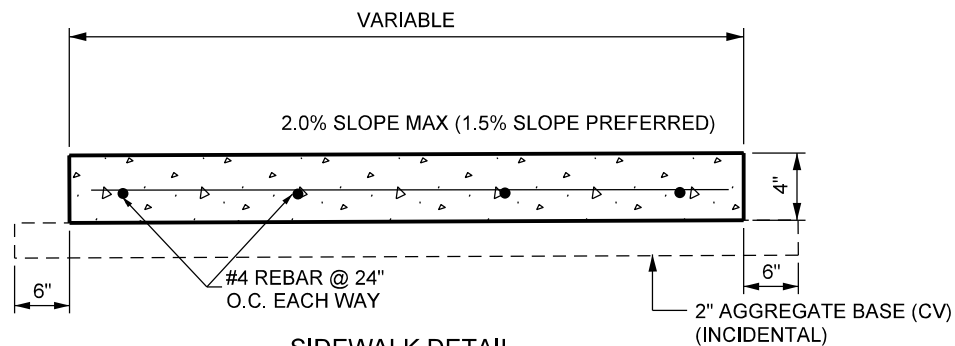


CONCRETE MEDIAN NOSE DETAIL

NTS

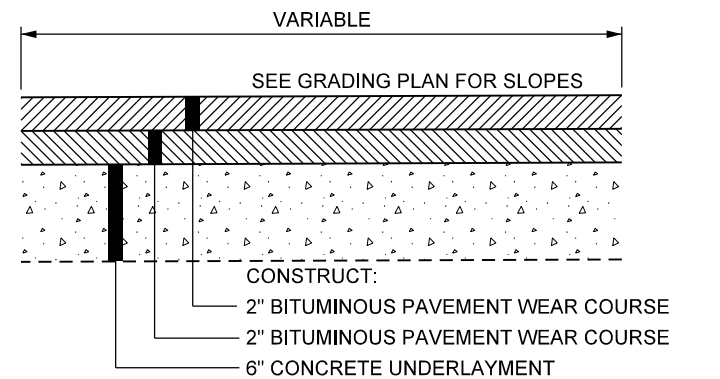


BITUMINOUS PAVEMENT PATCH
TRAILHEAD ENTRANCE ON HILL ST.
NTS



SIDEWALK DETAIL

no scale



CONSTRUCT PAVEMENT SECTION

3RD STREET NW

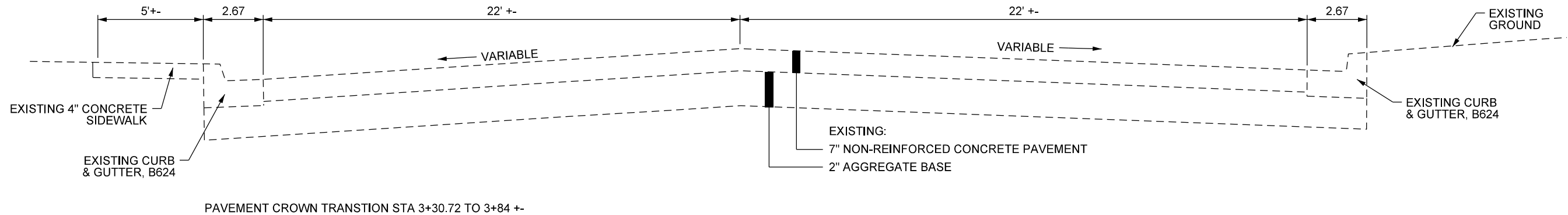
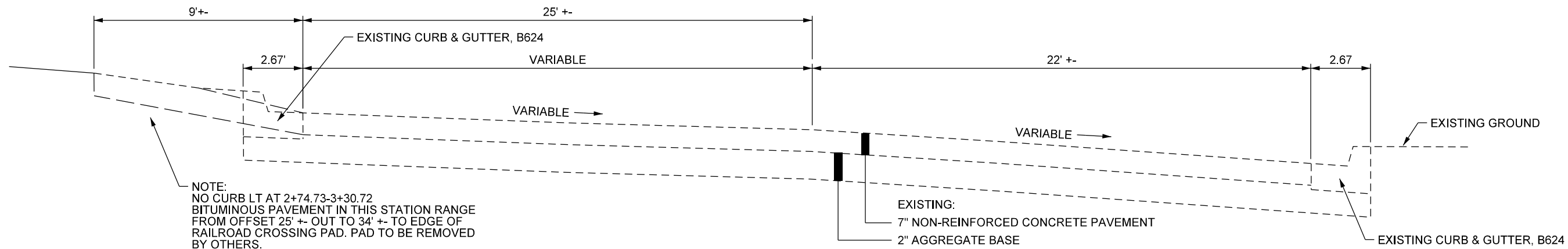
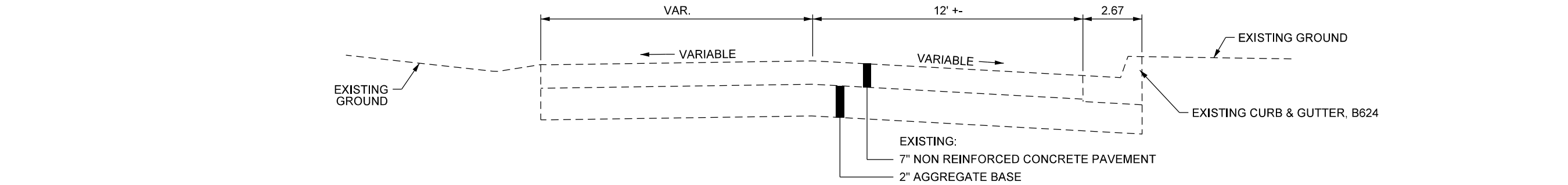
NTS

MSY SEE STRIPING PLAN

CONTRACTOR SHALL PAINT
ENTIRE MEDIAN FACE & TAPER
WITH YELLOW PAINT (BOTH
SIDES) (INCIDENTAL)

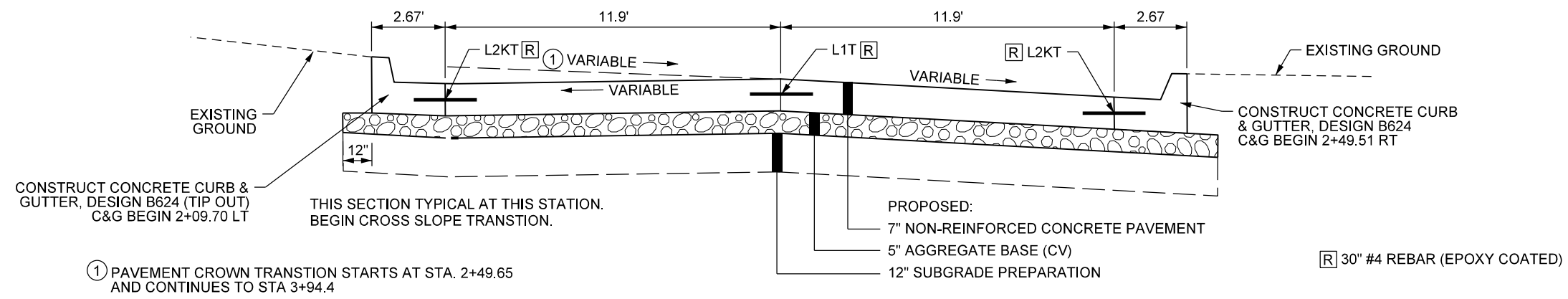
NOTE:
DO NOT TAPER MEDIAN
NOSE AT TRACK LOCATION.
LEAVE FULL HEIGHT MEDIAN.

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4/20/2023

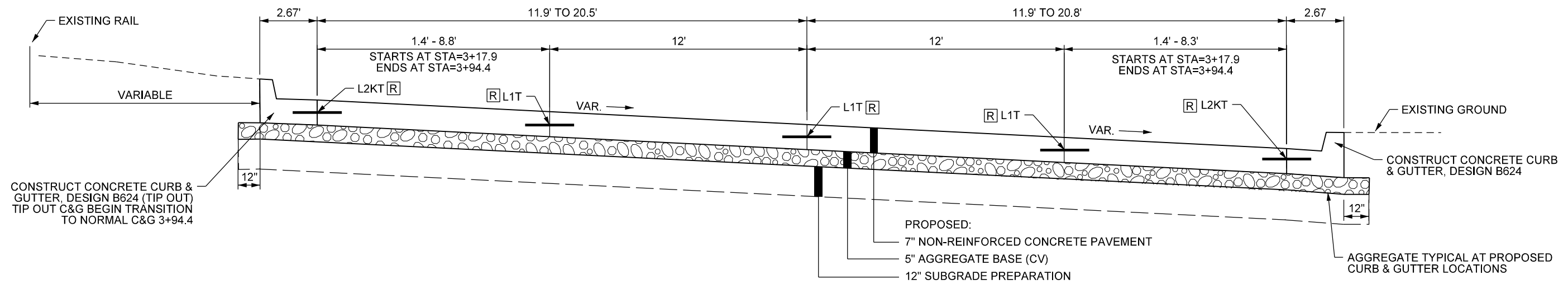


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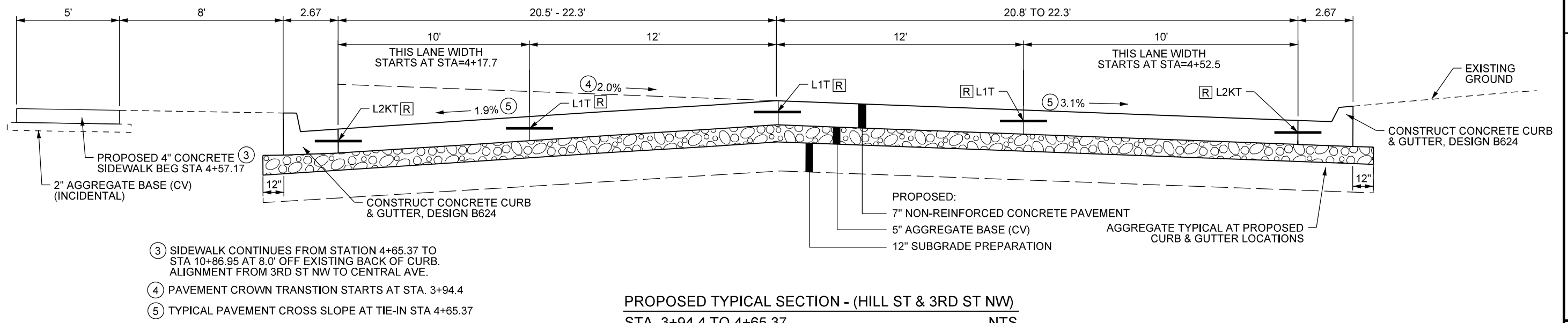
DATE: 04/20/2023	NO SCALE	MBA	SHE
SCALE: AS SHOWN	DRAWN BY: JEM	CHECKED BY: JEM	JOB NUMBER: 32358-2024-11935



PROPOSED TYPICAL SECTION - (HILL STREET)
STA. 2+49.65 NTS



PROPOSED TYPICAL SECTION - (HILL ST & 3RD ST NW)
STA. 3+17.9 TO STA. 3+94.4 NTS

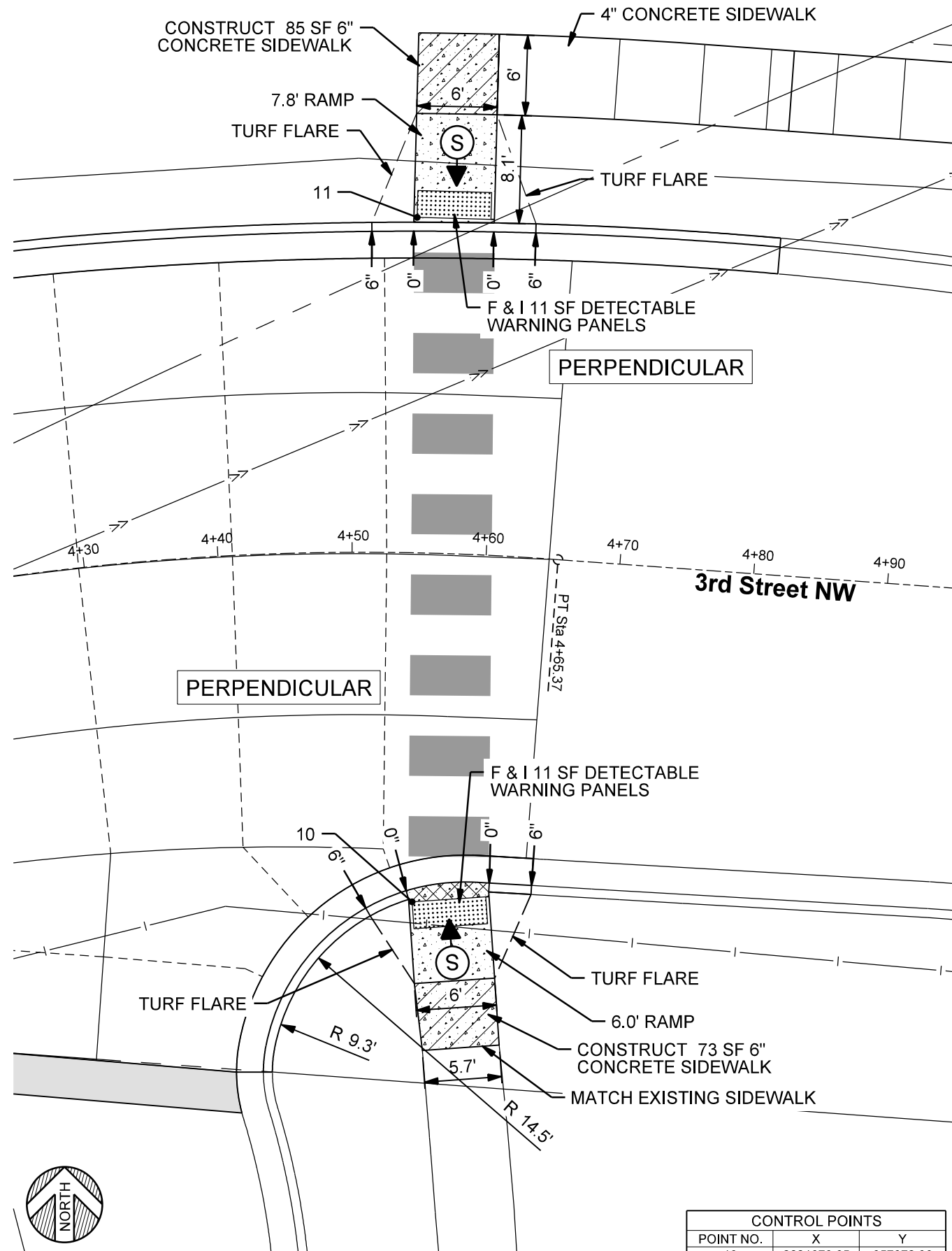
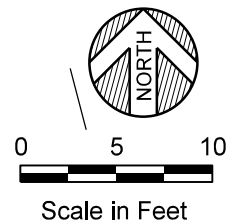


PROPOSED TYPICAL SECTION - (HILL ST & 3RD ST NW)
STA. 3+94.4 TO 4+65.37 NTS

REV#	DATE	REVISIONS DESCRIPTION
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2		
3		
4		

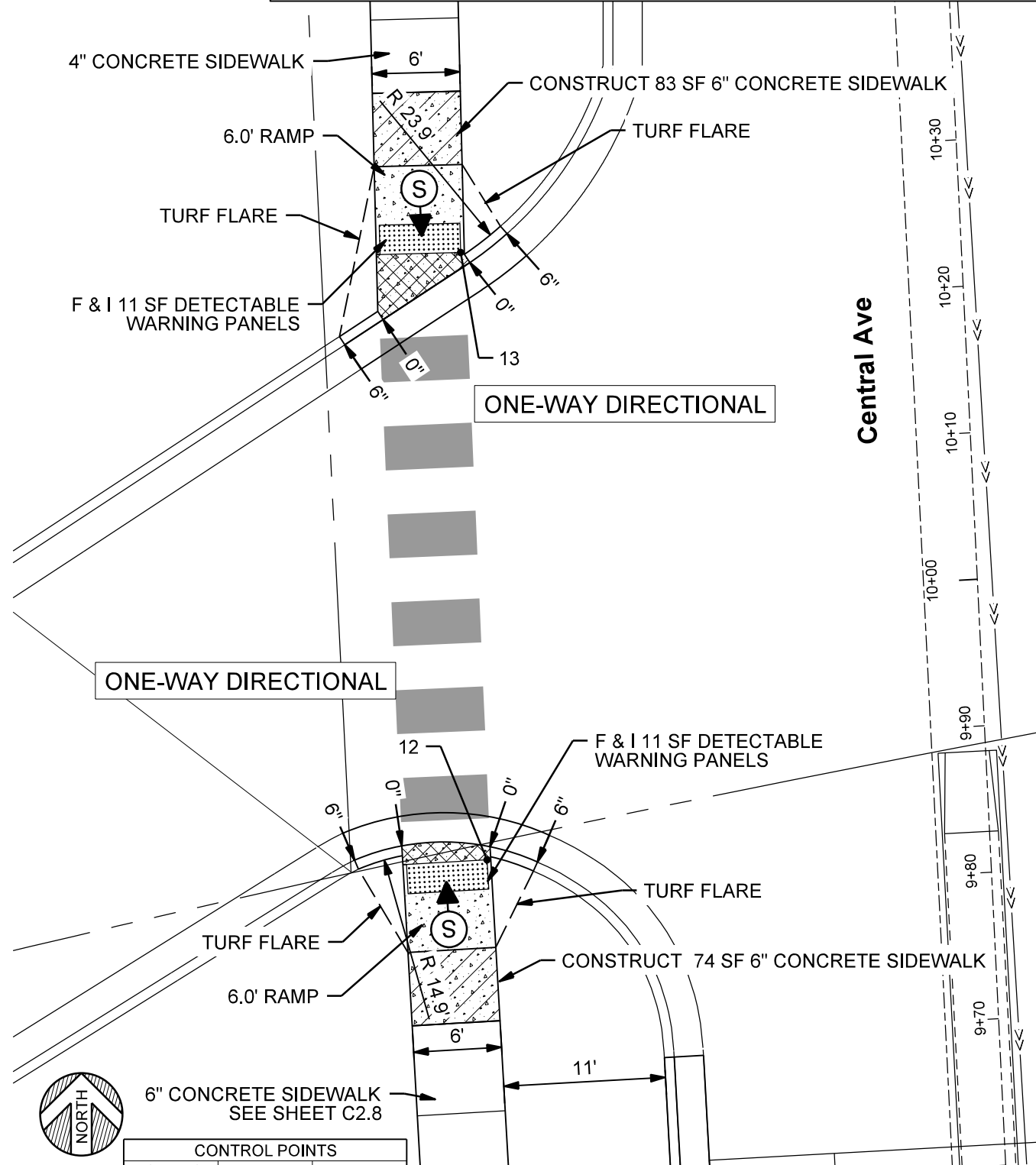
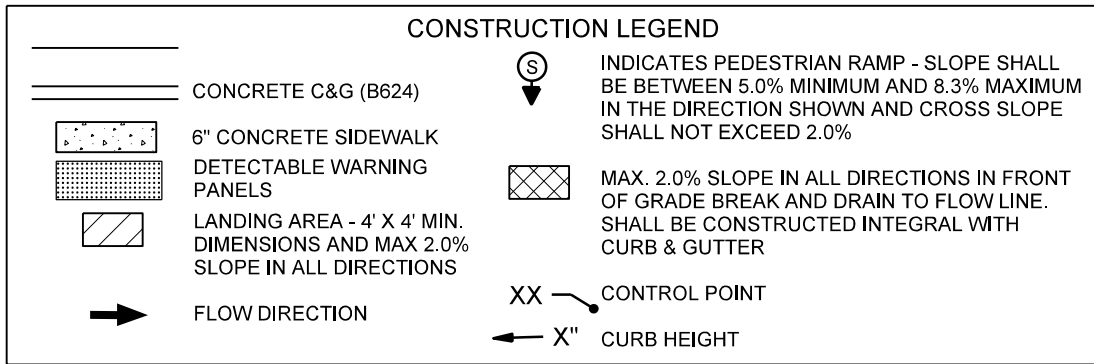
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4/20/2023



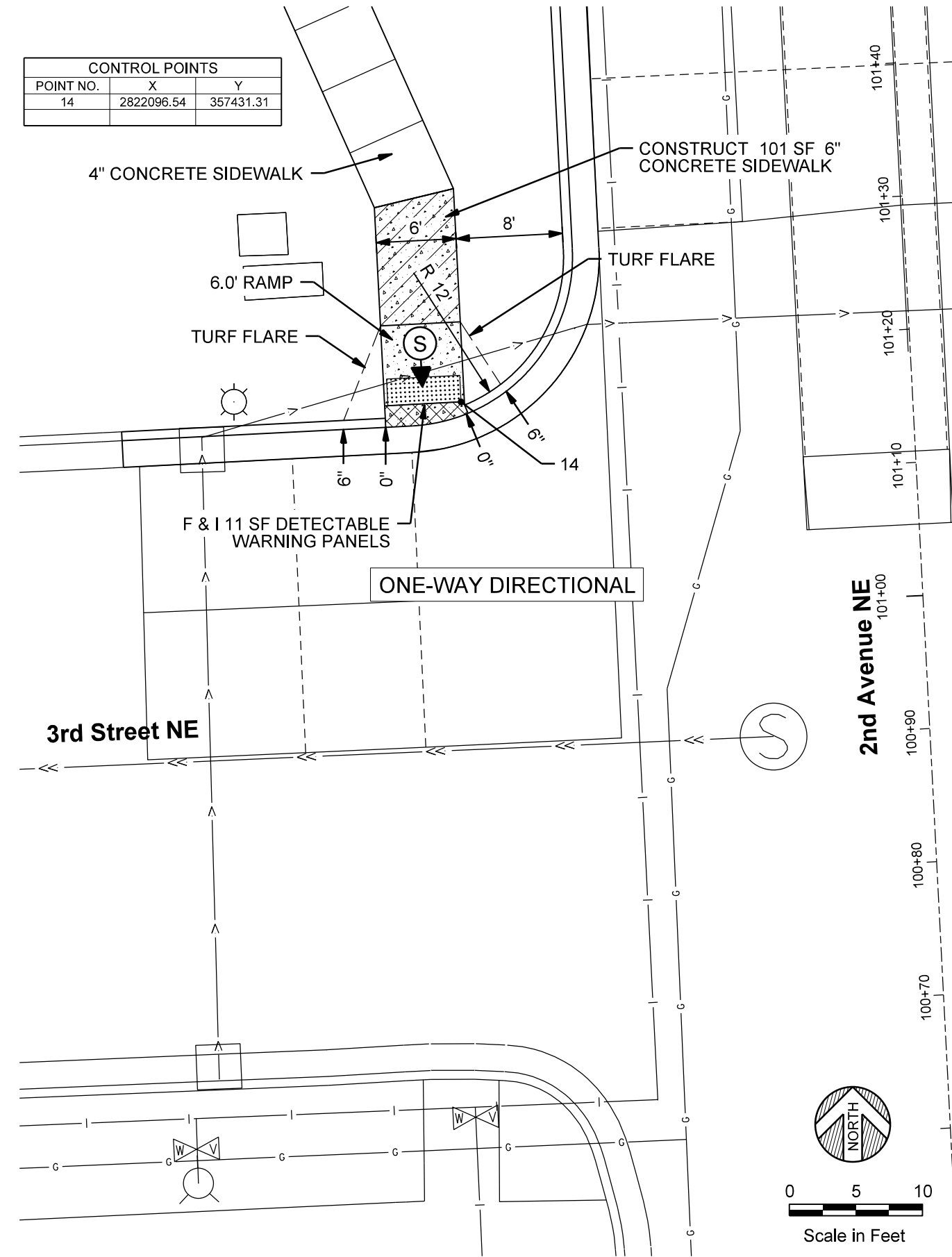
CONTROL POINTS		
POINT NO.	X	Y
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11	2821077.24	357415.28

65



CONTROL POINTS		
POINT NO.	X	Y
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13	2821329.83	357640.94

MODEL - Detail
PART - 2
2022 City of East Grand Forks
4/20/2023



CONTROL POINTS		
POINT NO.	X	Y
14	2822096.54	357431.31

CONSTRUCTION LEGEND

CONCRETE C&G (B624)

6" CONCRETE SIDEWALK

DETECTABLE WARNING PANELS

LANDING AREA - 4' X 4' MIN. DIMENSIONS AND MAX 2.0% SLOPE IN ALL DIRECTIONS

FLOW DIRECTION

INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE BETWEEN 5.0% MINIMUM AND 8.3% MAXIMUM IN THE DIRECTION SHOWN AND CROSS SLOPE SHALL NOT EXCEED 2.0%

MAX. 2.0% SLOPE IN ALL DIRECTIONS IN FRONT OF GRADE BREAK AND DRAIN TO FLOW LINE. SHALL BE CONSTRUCTED INTEGRAL WITH CURB & GUTTER

XX

CONTROL POINT

X"

CURB HEIGHT

66

4/20/2023

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WIDSETH
ARCHITECTS ■ ENGINEERS ■ SCIENTISTS ■ SURVEYORS

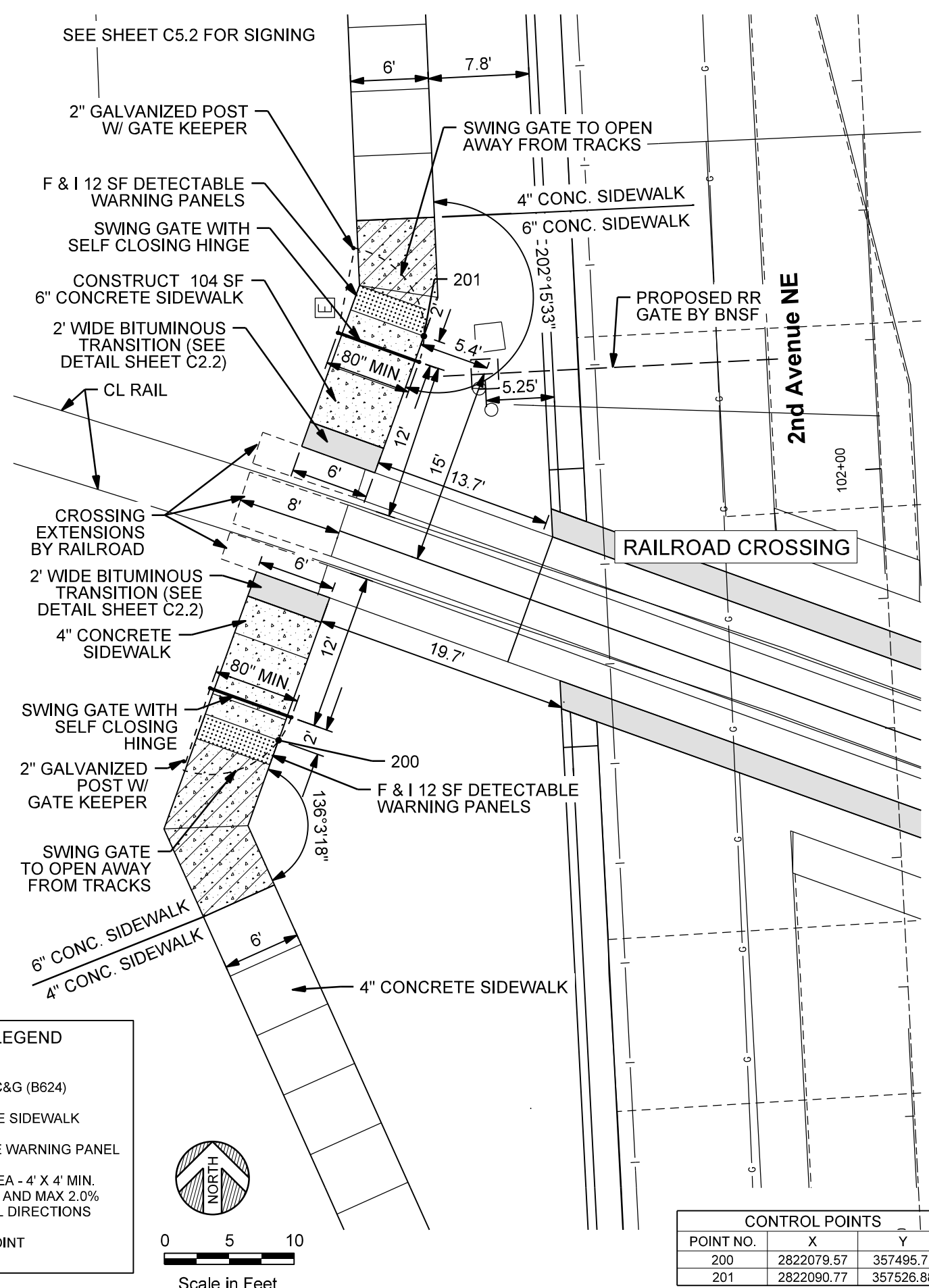
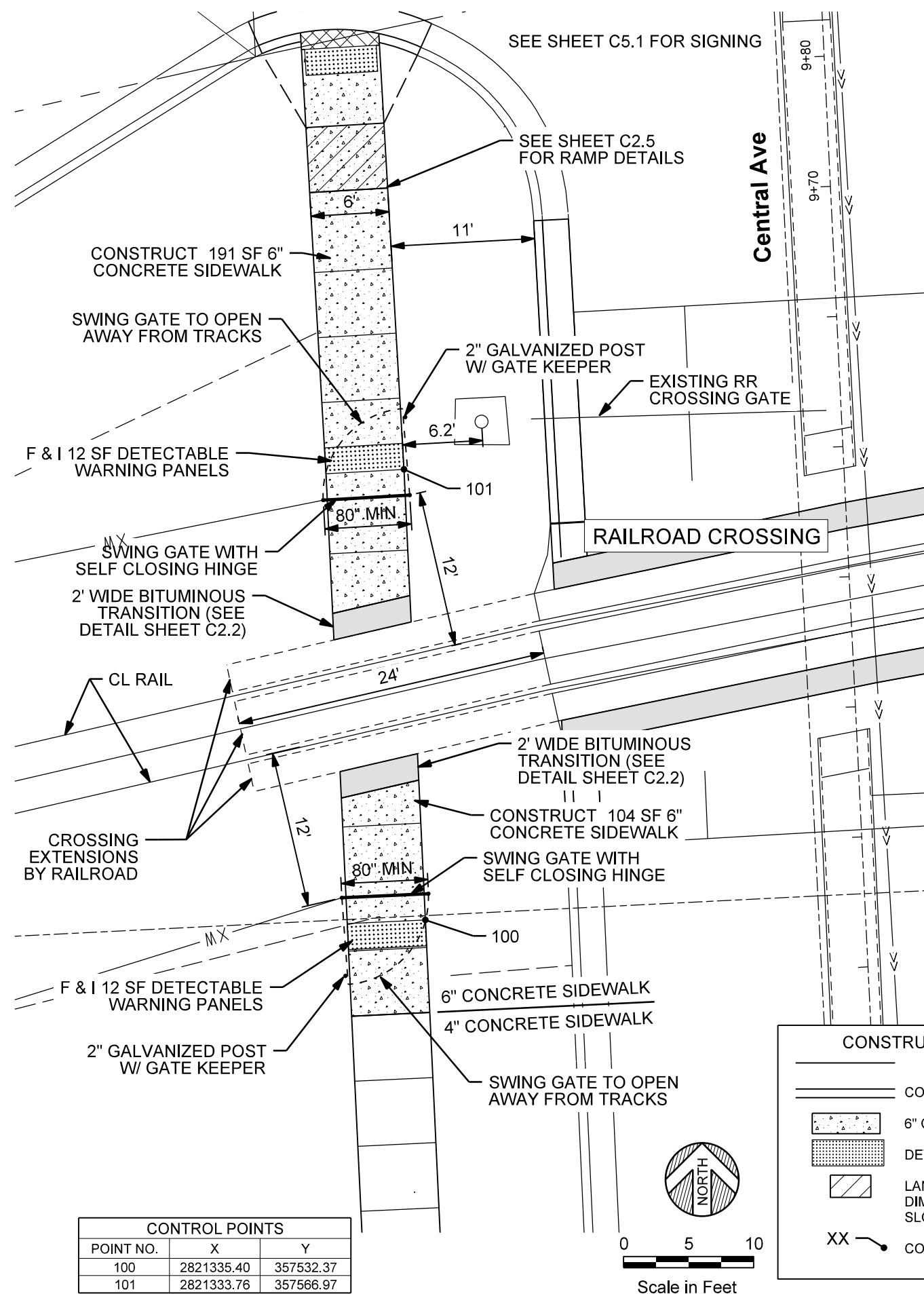
HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
STEVEN R. EMERY DATE: 04/20/2023 LIC. NO. 41354

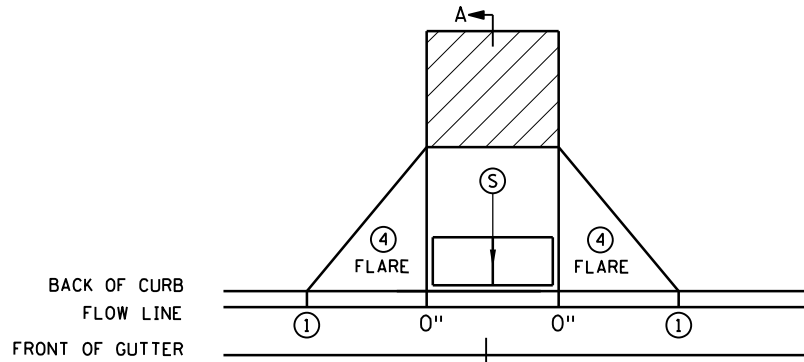
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DATE:	AS SHOWN
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DRAWN BY:	SHE
CHECKED BY:	
JOB NUMBER:	32358-2020-11835

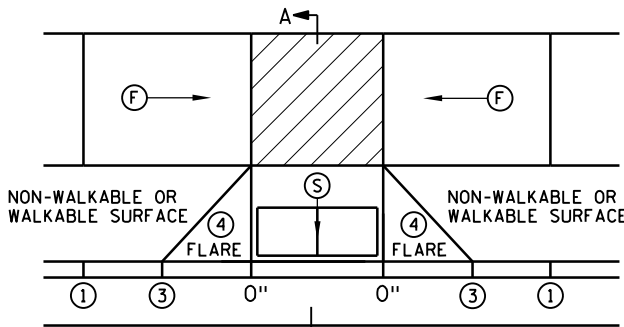
2022 CITY PROJECT NO. 3
QUIET ZONE - STREET & SIDEWALK IMPROVEMENTS
EAST GRAND FORKS, MINNESOTA
PEDESTRIAN RAMP LAYOUT

SHEET NO. **C2.7**
SHEET OF

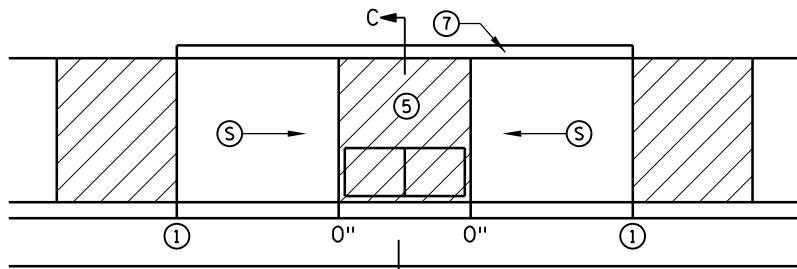




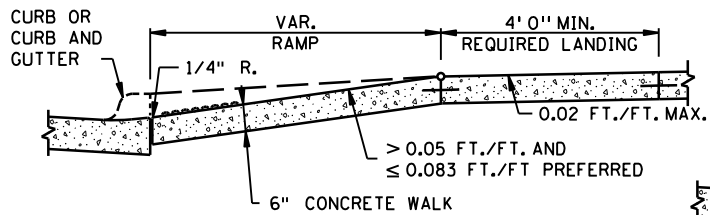
PERPENDICULAR



TIERED PERPENDICULAR

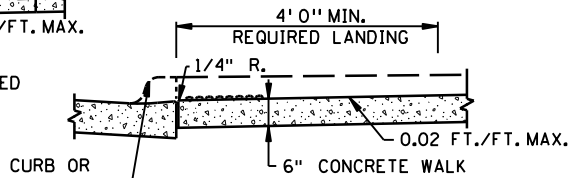


PARALLEL



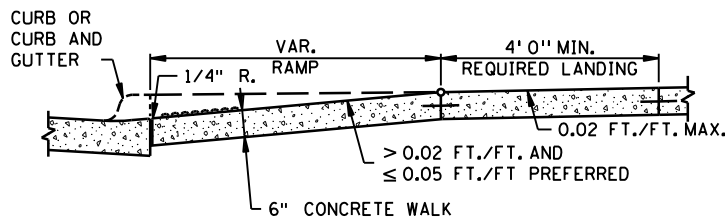
SECTION A-A

PERPENDICULAR/TIERED/DIAGONAL



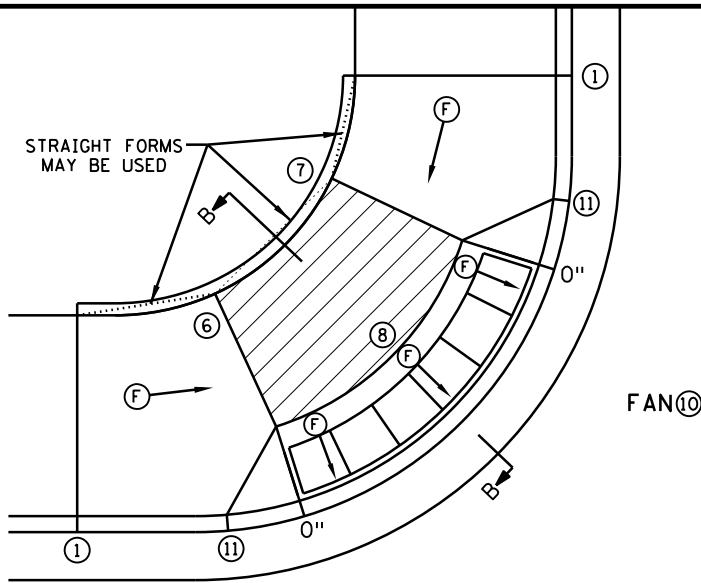
SECTION C-C

PARALLEL/DEPRESSED CORNER

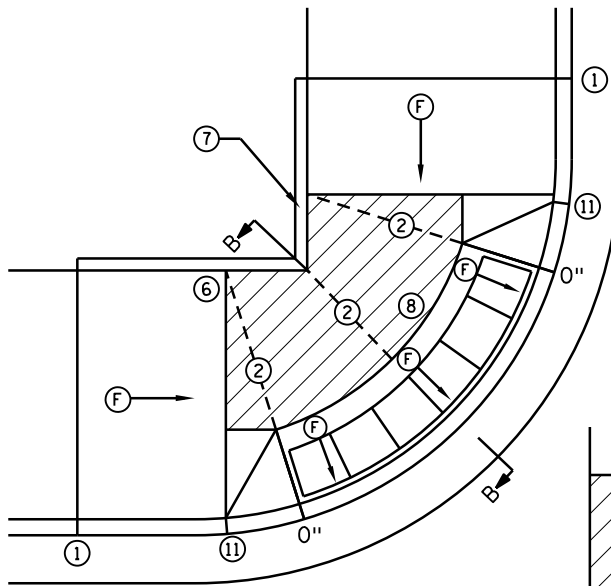


SECTION B-B

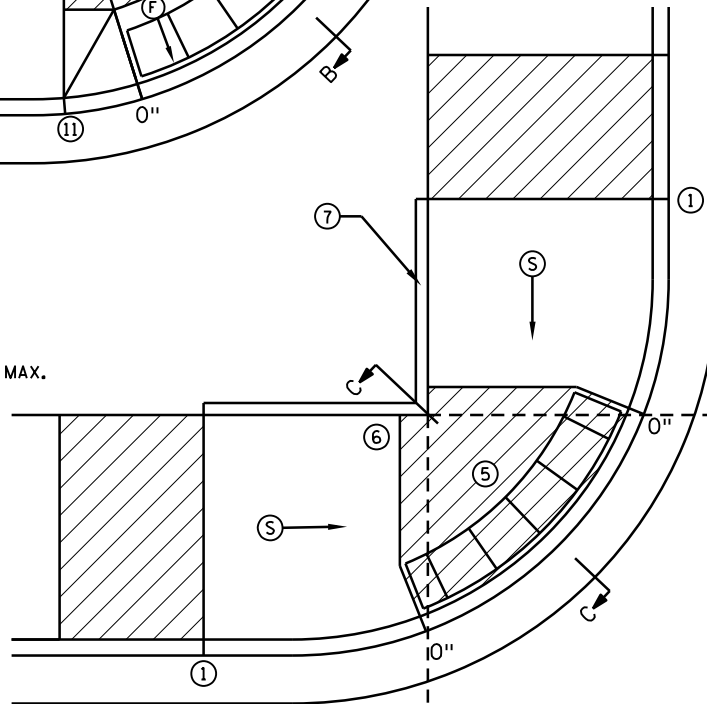
FAN



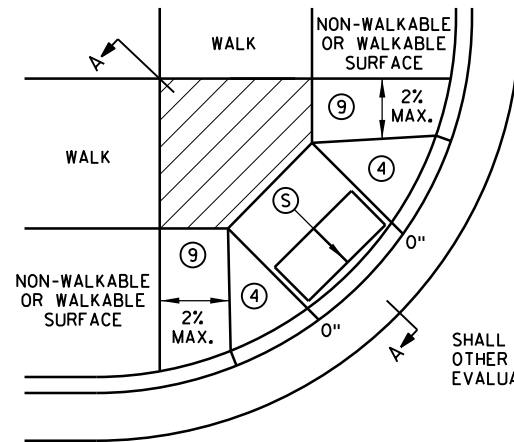
FAN



MODIFIED FAN
USED WHEN RIGHT-OF-WAY
IS CONSTRAINED



DEPRESSED CORNER



DIAGONAL

SHALL ONLY BE USED AFTER ALL
OTHER CURB RAMP TYPES HAVE BEEN
EVALUATED AND DEEMED IMPRACTICAL

NOTES:

- LANDINGS SHALL BE LOCATED ANYWHERE THE PEDESTRIAN ACCESS ROUTE (PAR) CHANGES DIRECTION, AT THE TOP OF RAMPS THAT HAVE RUNNING SLOPES GREATER THAN 5.0%, AND IF THE APPROACHING WALK IS INVERSE GRADE GREATER THAN 2%.
- INITIAL CURB RAMP LANDINGS SHALL BE CONSTRUCTED WITHIN 15' FROM THE BACK OF CURB, WITH 6' FROM THE BACK OF CURB BEING THE PREFERRED DISTANCE, ONLY APPLICABLE WHEN THE INITIAL RAMP RUNNING SLOPE IS OVER 5.0%.
- SECONDARY CURB RAMP LANDINGS ARE REQUIRED FOR EVERY 30" OF VERTICAL RISE WHEN THE LONGITUDINAL RUNNING SLOPE IS GREATER THAN 5.0%.
- CONTRACTION JOINTS SHALL BE CONSTRUCTED ALONG ALL GRADE BREAKS WITHIN THE PAR. 1/4" DEEP VISUAL JOINTS SHALL BE USED AT THE TOPS OF CONCRETE FLARES ADJACENT TO WALKABLE SURFACES.
- ALL GRADE BREAKS WITHIN THE PAR SHALL BE PERPENDICULAR TO THE PATH OF TRAVEL, THUS BOTH SIDES OF A SLOPED WALKING SURFACE MUST BE EQUAL LENGTH, EXCEPT AS STATED IN 6 BELOW.
- TO ENSURE RAMPS AND LANDINGS ARE PROPERLY CONSTRUCTED, ALL INITIAL LANDINGS AT A TOP OF A RAMPED SURFACE (RUNNING SLOPE GREATER THAN 2%) SHALL BE FORMED AND PLACED SEPARATELY IN AN INDEPENDENT CONCRETE POUR. FOLLOW SIDEWALK REINFORCEMENT DETAILS ON SHEET 6 OF 6 FOR ALL SEPARATELY POURED INITIAL LANDINGS.
- WHEN SIDEWALK IS AT BACK OF CURB, TOP OF CURB SHALL MATCH PROPOSED ADJACENT WALK GRADE. MAINTAIN POSITIVE BOULEVARD DRAINAGE TO TOP OF CURB.
- ALL RAMP TYPES SHOULD HAVE A MINIMUM 3' LONG RAMP LENGTH.
- 4' MINIMUM WIDTH OF DETECTABLE WARNING IS REQUIRED FOR ALL RAMPS. DETECTABLE WARNINGS SHALL CONTINUOUSLY EXTEND FOR A MIN. OF 24" IN THE PATH OF TRAVEL. DETECTABLE WARNING TO COVER THE ENTIRE PAR WIDTH OF SHARED-USE PATHS AND THE ENTIRE PAR WIDTH OF THE WALK WITH THE EXCEPTION OF 3" MAXIMUM ON EACH OUTSIDE EDGE WHICH ENSURES THE DETECTABLE WARNINGS ARE ENCASED IN CONCRETE WHEN ADJACENT TO TURF. WHEN ADJACENT TO CONCRETE FLARES 0" - 3" OFFSET IS ALLOWED.
- WHEN DESIGNING OR ORDERING RECTANGULAR DETECTABLE WARNING SURFACES SHOULD BE 6" LESS THAN THE INCOMING PAR. ARC LENGTH OF THE RADIAL DETECTABLE WARNING SHOULD NOT BE GREATER THAN 20 FEET.
- RECTANGULAR DETECTABLE WARNINGS SHALL BE SETBACK 3" FROM THE BACK OF CURB. RADIAL DETECTABLE WARNINGS SHALL BE SETBACK 3" MINIMUM TO 6" MAXIMUM FROM THE BACK OF CURB.
- 1 MATCH FULL HEIGHT CURB.
- 2 4' MINIMUM DEPTH LANDING REQUIRED ACROSS TOP OF RAMP.
- 3 3" HIGH CURB WHEN USING A 3' LONG RAMP, 4" HIGH CURB WHEN USING A 4' LONG RAMP.
- 4 SEE SHEET 4 OF 6, TYPICAL SIDE TREATMENT OPTIONS, FOR DETAILS ON FLARES AND RETURNED CURBS.
- 5 DETECTABLE WARNINGS MAY BE PART OF THE 4' X 4' MIN. LANDING AREA IF IT IS NOT FEASIBLE TO CONSTRUCT THE LANDING OUTSIDE OF THE DETECTABLE WARNING AREA.
- 6 THE GRADE BREAK SHALL BE PERPENDICULAR TO THE BACK OF WALK, THIS WILL ENSURE THAT THE GRADE BREAK IS PERPENDICULAR TO THE DIRECTION OF TRAVEL. (TYPICAL FOR ALL)
- 7 WHEN ADJACENT TO GRASS, GRADING SHALL ALWAYS BE USED WHEN FEASIBLE. V CURB, IF USED, SHALL BE PLACED OUTSIDE THE SIDEWALK LIMITS WHEN RIGHT OF WAY ALLOWS. WHEN ADJACENT TO PARKING LOTS, CONCRETE OR BITUMINOUS TAPERS LESS THAN 5% RUNNING SLOPE SHOULD BE USED OVER V CURB TO REDUCE TRIPPING HAZARDS AND FACILITATE SNOW & ICE REMOVAL.
- 8 A 7' MIN TOP RADIUS GRADE BREAK IS REQUIRED TO BE CONSTRUCTIBLE.
- 9 PAVE FULL WALK WIDTH.
- 10 "S" SLOPES ON FANS SHALL ONLY BE USED WHEN ALL OTHER FEASIBLE OPTIONS HAVE BEEN EVALUATED AND DEEMED IMPRACTICAL.
- 11 INTERMEDIATE CURB HEIGHTS TAPER SHALL RISE AT 8-10% TO A MINIMUM 3" CURB HEIGHT. REDUCE INTERMEDIATE CURB HEIGHT TO 2+ INCHES IF NECESSARY TO MATCH ADJACENT BOULEVARD OR SIDEWALK GRADES.

LEGEND

- THESE LONGITUDINAL SLOPE RANGES SHALL BE THE STARTING POINT. IF SITE CONDITIONS WARRANT, LONGITUDINAL SLOPES UP TO 8.3% OR FLATTER ARE ALLOWED.
- S INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE BETWEEN 5.0% MINIMUM AND 8.3% MAXIMUM IN THE DIRECTION SHOWN AND THE CROSS SLOPE SHALL NOT EXCEED 2.0%.
 - F INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE GREATER THAN 2.0% AND LESS THAN 5.0% IN THE DIRECTION SHOWN AND CROSS SLOPE SHALL NOT EXCEED 2.0%.
 - LANDING AREA - 4' X 4' MIN. (5' X 5' MIN. PREFERRED) DIMENSIONS AND MAX 2.0% SLOPE IN ALL DIRECTIONS. LANDING SHALL BE FULL WIDTH OF INCOMING PAR.
 - X" CURB HEIGHT



STANDARD PLAN 5-297.250

1 OF 6

APPROVED: 11-04-2021
REVISED:

Tom S. J. S. STYRICKI
STATE DESIGN ENGINEER

PEDESTRIAN CURB RAMP DETAILS

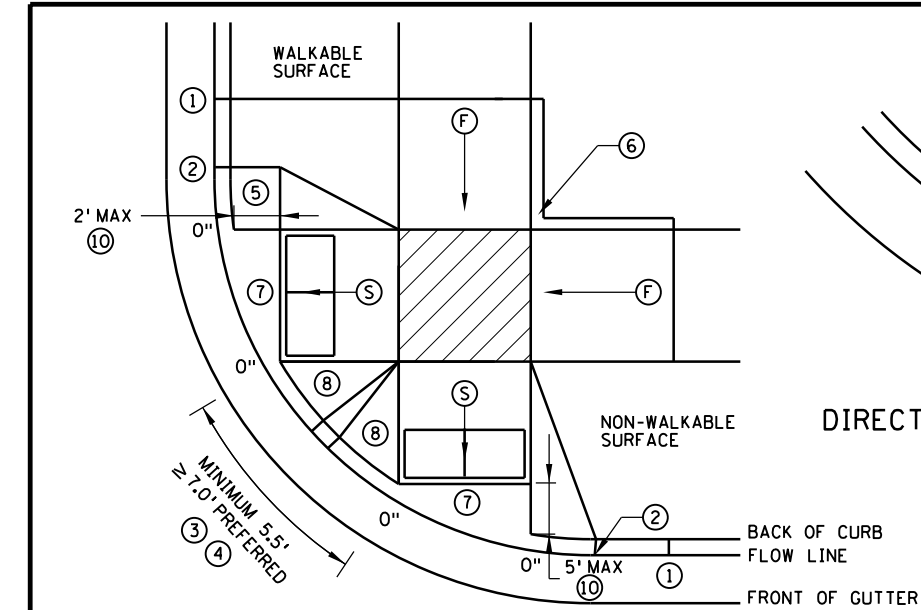
WIDSETH
ARCHITECTS • ENGINEERS • SURVEYORS

HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
STEVEN R. EMERY DATE: 04/20/2023 LIC. NO. 41354

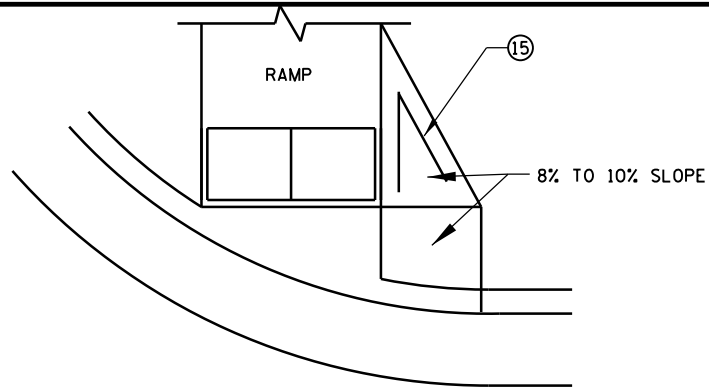
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9	NO SCALE	04/20/2023	WIDSETH
10	NO SCALE	04/20/2023	WIDSETH
11	NO SCALE	04/20/2023	WIDSETH

2022 CITY PROJECT NO. 3
QUIET ZONE - STREET & SIDEWALK IMPROVEMENTS
EAST GRAND FORKS, MINNESOTA
PEDESTRIAN CURB RAMP DETAILS

SHEET NO. **C3.0**
OF

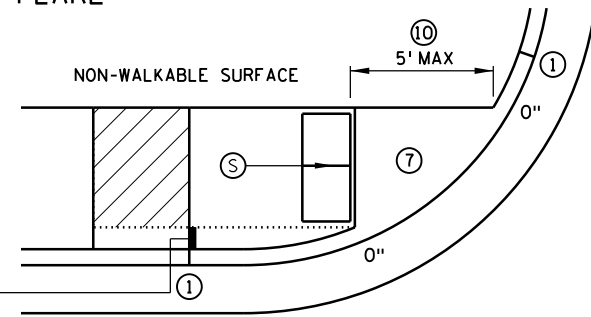


COMBINED DIRECTIONAL

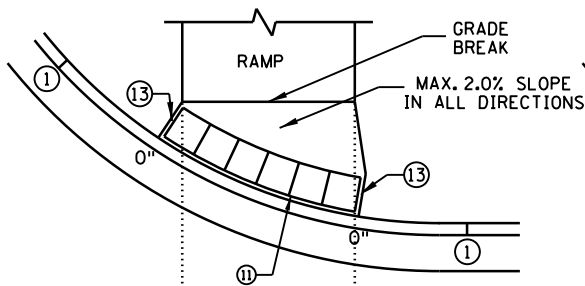


DIRECTIONAL RAMP WALKABLE FLARE

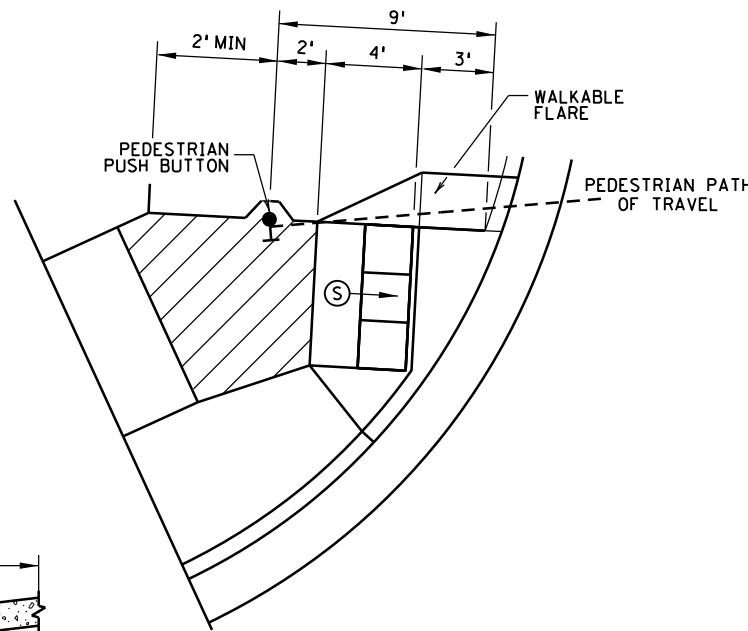
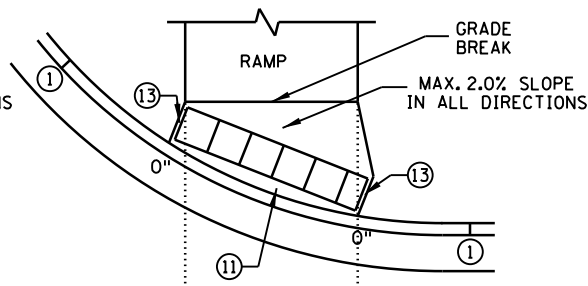
IF NON-CONCRETE BLVD. IS CONSTRUCTED AND IS LESS THAN 2' IN WIDTH AT TOP OF CURB TRANSITION, PAVE CONCRETE RAMP WIDTH TO ADJACENT BACK OF CURB.



STANDARD ONE-WAY DIRECTIONAL

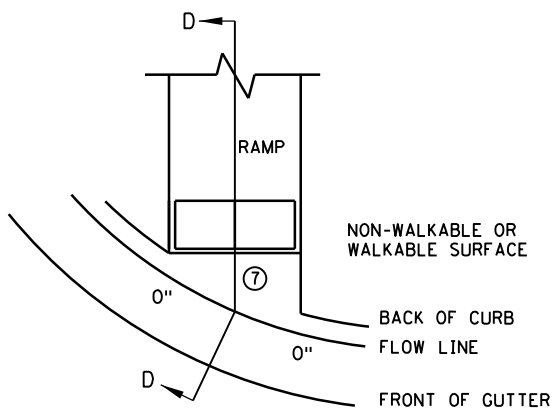


ONE-WAY DIRECTIONAL WITH DETECTABLE WARNING AT BACK OF CURB

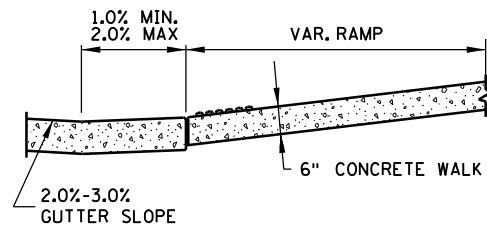


SEMI-DIRECTIONAL RAMP

3' DOME SETBACK, 4' LONG RAMP AND PUSH BUTTON 9' FROM THE BACK OF CURB
PRIMARYLY USED FOR APS APPLICATIONS WHERE THE PAR DOES NOT CONTINUE PAST THE PUSH BUTTON (DEAD-END SIDEWALK)



CURB FOR DIRECTIONAL RAMPS



SECTION D-D

NOTES:

LANDINGS SHALL BE LOCATED ANYWHERE THE PEDESTRIAN ACCESS ROUTE (PAR) CHANGES DIRECTION, AT THE TOP OF RAMPS THAT HAVE RUNNING SLOPES GREATER THAN 5.0%, AND IF THE APPROACHING WALK IS INVERSE GRADE.

INITIAL CURB RAMP LANDINGS SHALL BE CONSTRUCTED WITHIN 15' FROM THE BACK OF CURB, WITH 6' FROM THE BACK OF CURB BEING THE PREFERRED DISTANCE, ONLY APPLICABLE WHEN THE INITIAL RAMP RUNNING SLOPE IS OVER 5.0%.

SECONDARY CURB RAMP LANDINGS ARE REQUIRED FOR EVERY 30' OF VERTICAL RISE WHEN THE LONGITUDINAL SLOPE IS GREATER THAN 5.0%.

CONTRACTION JOINTS SHALL BE CONSTRUCTED ALONG ALL GRADE BREAKS WITHIN THE PAR, 1/4" DEEP VISUAL JOINTS SHALL BE USED AT THE TOP GRADE BREAK OF CONCRETE FLARES ADJACENT TO WALKABLE SURFACES.

ALL GRADE BREAKS WITHIN THE PAR SHALL BE PERPENDICULAR TO THE PATH OF TRAVEL. THUS BOTH SIDES OF A SLOPED WALKING SURFACE MUST BE EQUAL LENGTH.

TO ENSURE INITIAL RAMPS AND INITIAL LANDINGS ARE PROPERLY CONSTRUCTED, LANDINGS SHALL BE CAST SEPARATELY, FOLLOW SIDEWALK REINFORCEMENT DETAILS ON SHEET 6 AND THE ADA SPECIAL PROVISION (PROSECUTION OF WORK).

TOP OF CURB SHALL MATCH PROPOSED ADJACENT WALK GRADE.

WHEN THE BOULEVARD IS 4' WIDE OR LESS, THE TOP OF CURB TAPER SHALL MATCH THE RAMP SLOPES TO REDUCE NEGATIVE BOULEVARD SLOPES FROM THE TOP BACK OF CURB TO THE PAR.

ALL RAMP TYPES SHOULD HAVE A MINIMUM 3' LONG RAMP LENGTH.

4' MINIMUM WIDTH OF DETECTABLE WARNING IS REQUIRED FOR ALL RAMPS. DETECTABLE WARNINGS SHALL CONTINUOUSLY EXTEND FOR A MIN. OF 24" IN THE PATH OF TRAVEL. DETECTABLE WARNING TO COVER THE ENTIRE PAR WIDTH OF SHARED-USE PATHS AND THE ENTIRE PAR WIDTH OF THE WALK WITH THE EXCEPTION OF 3" MAXIMUM ON EACH OUTSIDE EDGE WHICH ENSURES THE DETECTABLE WARNINGS ARE ENCASED IN CONCRETE WHEN ADJACENT TO TURF. WHEN ADJACENT TO CONCRETE FLARES 0" - 3" OFFSET IS ALLOWED.

WHEN DESIGNING OR ORDERING RECTANGULAR DETECTABLE WARNING SURFACES SHOULD BE 6" LESS THAN THE INCOMING PAR. ARC LENGTH OF THE RADIAL DETECTABLE WARNINGS SHOULD NOT BE GREATER THAN 20 FEET.

RADIAL DETECTABLE WARNINGS SHALL BE SETBACK 3" MINIMUM TO 6" MAXIMUM FROM THE BACK OF CURB. SEE NOTES 10 & 11 FOR INFORMATION REGARDING RECTANGULAR DETECTABLE WARNING PLACEMENT.

1 MATCH FULL CURB HEIGHT.

2 3" HIGH CURB WHEN USING A 3' LONG RAMP
4" HIGH CURB WHEN USING A 4' LONG RAMP.

3 3" MINIMUM CURB HEIGHT (5.5' MIN. DISTANCE REQUIRED BETWEEN DOMES)
4" PREFERRED (7' MIN. DISTANCE REQUIRED BETWEEN DOMES).

4 THE "BUMP" IN BETWEEN THE RAMPS SHOULD NOT BE IN THE PATH OF TRAVEL FOR COMBINED DIRECTIONAL RAMPS. IF THIS OCCURS MODIFY THE RAMP LOCATION OR SWITCH RAMP TO A FAN/DEPRESSED CORNER.

5 WHEN USING CONCRETE PAVED FLARES ON THE OUTSIDE OF DIRECTIONAL RAMPS, AND ADJACENT TO A WALKABLE SURFACE, DIRECTIONAL RAMP FLARES SHALL BE USED. SEE THE DETAIL ON THIS SHEET.

6 GRADING SHALL ALWAYS BE USED WHEN FEASIBLE. V CURB, IF USED, SHALL BE PLACED OUTSIDE THE SIDEWALK LIMITS WHEN RIGHT OF WAY ALLOWS. WHEN ADJACENT TO PARKING LOTS, CONCRETE OR BITUMINOUS TAPERS SHOULD BE USED OVER V CURB TO REDUCE TRIPPING HAZARDS AND FACILITATE SNOW & ICE REMOVAL.

7 MAX. 2.0% SLOPE IN ALL DIRECTIONS IN FRONT OF GRADE BREAK AND DRAIN TO FLOW LINE. SHALL BE CONSTRUCTED INTEGRAL WITH CURB AND GUTTER.

8 8% TO 10% WALKABLE FLARE.

9 PLACE DOMES AT THE BACK OF CURB WHEN ALLOWABLE SETBACK CRITERIA IS EXCEEDED.

10 FRONT EDGE OF DETECTABLE WARNING SHALL BE SET BACK 2' MAXIMUM WHEN ADJACENT TO WALKABLE SURFACE, AND 5' MAXIMUM WHEN ADJACENT TO NON-WALKABLE SURFACE WITH ONE CORNER SET 3" FROM BACK OF CURB. A WALKABLE SURFACE IS DEFINED AS A PAVED SURFACE ADJACENT TO A CURB RAMP WITHOUT RAISED OBSTACLES THAT COULD MISTAKENLY BE TRAVERSED BY A USER WHO IS VISUALLY IMPAIRED.

11 RECTANGULAR DETECTABLE WARNINGS MAY BE SETBACK UP TO 9" FROM THE BACK OF CURB WITH CORNERS SET 3" FROM BACK OF CURB. IF 9" SETBACK IS EXCEEDED USE RADIAL DETECTABLE WARNINGS.

12 FOR DIRECTIONAL RAMPS WITH THE DETECTABLE WARNINGS PLACED AT THE BACK OF CURB, THE DETECTABLE WARNINGS SHALL COVER THE ENTIRE WIDTH OF THE WALK/PATH. THIS ENSURES A DETECTABLE EDGE AND HELPS ELIMINATE THE CURB TAPER OBSTRUCTING THE PATH OF PEDESTRIAN TRAVEL.

13 THE CONCRETE WALK SHALL BE FORMED AND CONSTRUCTED PERPENDICULAR TO THE BACK OF CURB. MAINTAIN 3" BETWEEN EDGE OF DOMES AND EDGE OF CONCRETE.

14 TO BE USED FOR ALL DIRECTIONAL RAMPS, EXCEPT WHERE DOMES ARE PLACED ALONG THE BACK OF CURB.

15 PLACE 2 NO. 4 BARS 4 INCHES FROM SIDE OF FORMS WITH A MINIMUM 2 INCHES OF CONCRETE COVER ALONG EACH SIDE OF FLARE (INCIDENTAL).

LEGEND

THESE LONGITUDINAL SLOPE RANGES SHALL BE THE STARTING POINT. IF SITE CONDITIONS WARRANT, LONGITUDINAL SLOPES UP TO 8.3% OR FLATTER ARE ALLOWED.

S INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE BETWEEN 5.0% MINIMUM AND 8.3% MAXIMUM IN THE DIRECTION SHOWN AND THE CROSS SLOPE SHALL NOT EXCEED 2.0%.

F INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE GREATER THAN 2.0% AND LESS THAN 5.0% IN THE DIRECTION SHOWN AND CROSS SLOPE SHALL NOT EXCEED 2.0%.

LANDING AREA - 4' X 4' MIN. (5' X 5' MIN. PREFERRED) DIMENSIONS AND MAX 2.0% SLOPE IN ALL DIRECTIONS. LANDING SHALL BE FULL WIDTH OF INCOMING PAR.

X" CURB HEIGHT

REVISION:
APPROVED: 11-04-2021
Jeffrey J. Perkins
JEFFREY PERKINS
OPERATIONS DIVISION



STANDARD PLAN 5-297.250

2 OF 6

THOMAS STYRICKI
STATE DESIGN ENGINEER

APPROVED: 11-04-2021
REVISED:

PEDESTRIAN CURB RAMP DETAILS

WIDSETH
ARCHITECTS • ENGINEERS • SURVEYORS

HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
STEVEN R. EMERY
DATE: 04/20/2023
LIC. NO.: 41354

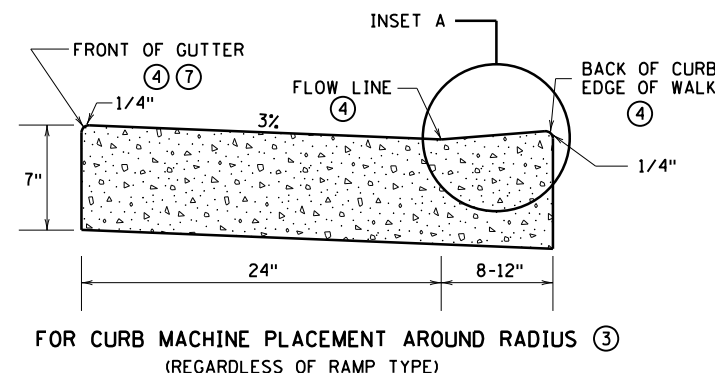
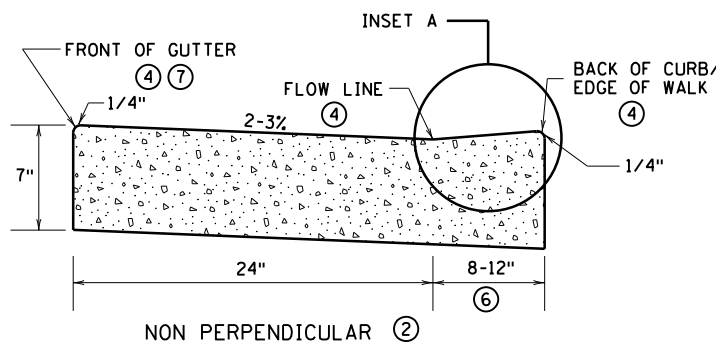
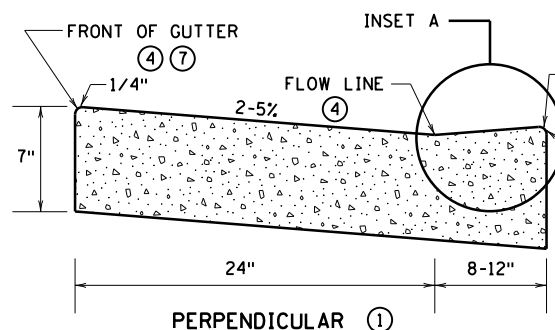
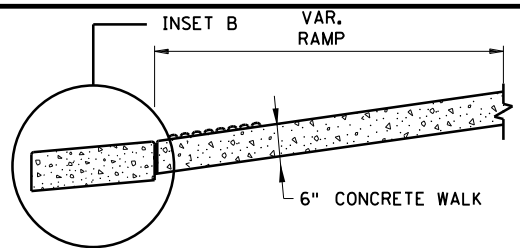
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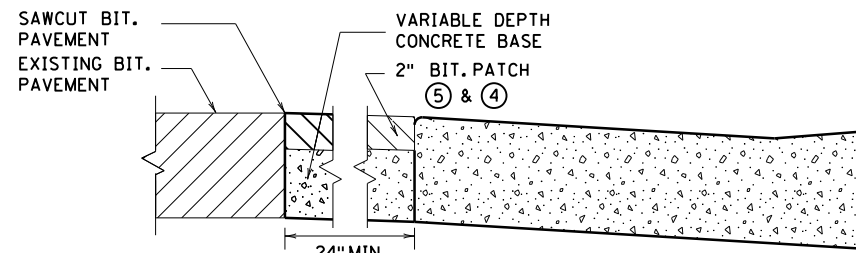
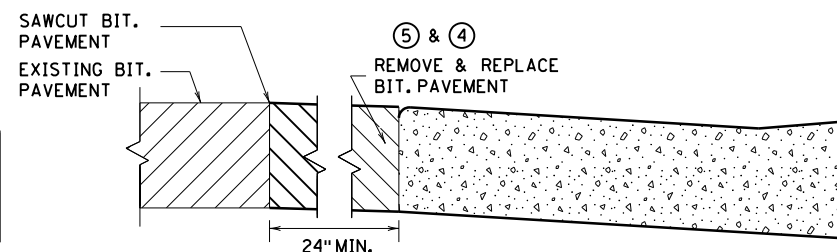
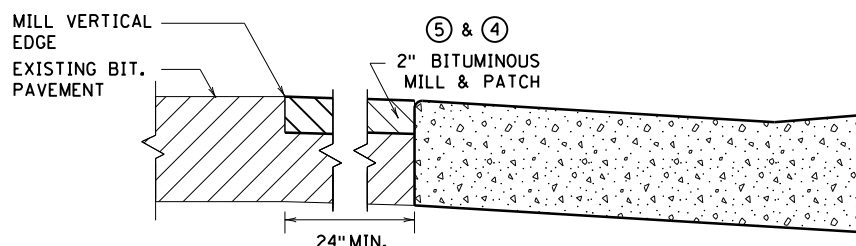
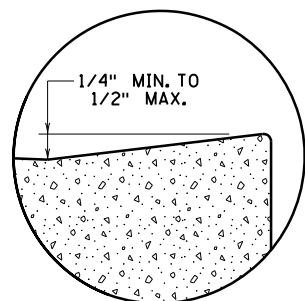
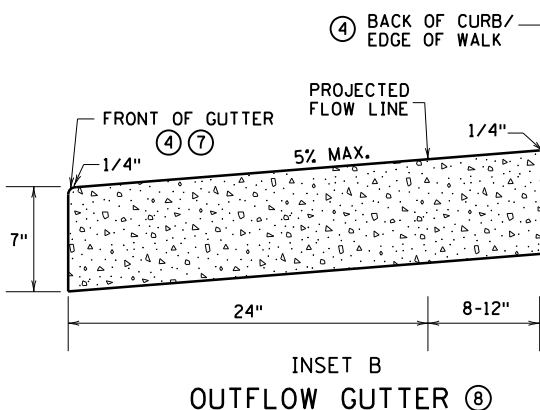
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QUIET ZONE - STREET & SIDEWALK IMPROVEMENTS	QUIET ZONE - STREET & SIDEWALK IMPROVEMENTS
EAST GRAND FORKS, MINNESOTA	EAST GRAND FORKS, MINNESOTA
PEDESTRIAN CURB RAMP DETAILS	PEDESTRIAN CURB RAMP DETAILS
SHEET NO. C3.1	SHEET NO. C3.1
OF	OF

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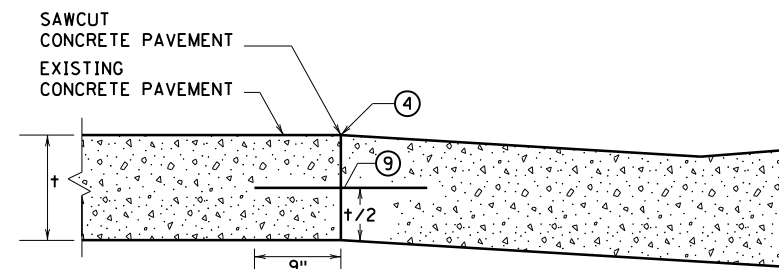
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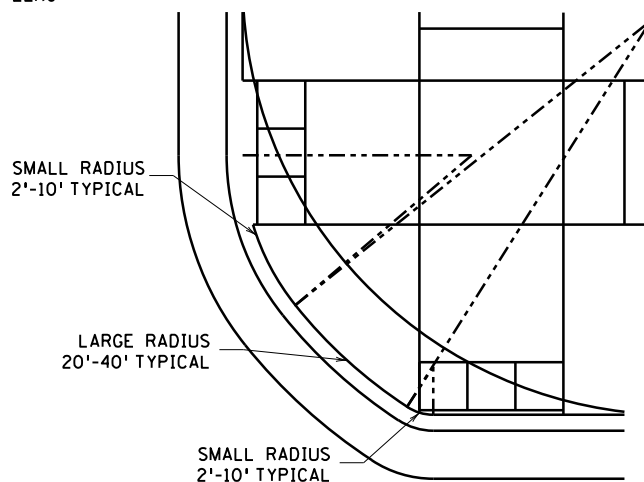
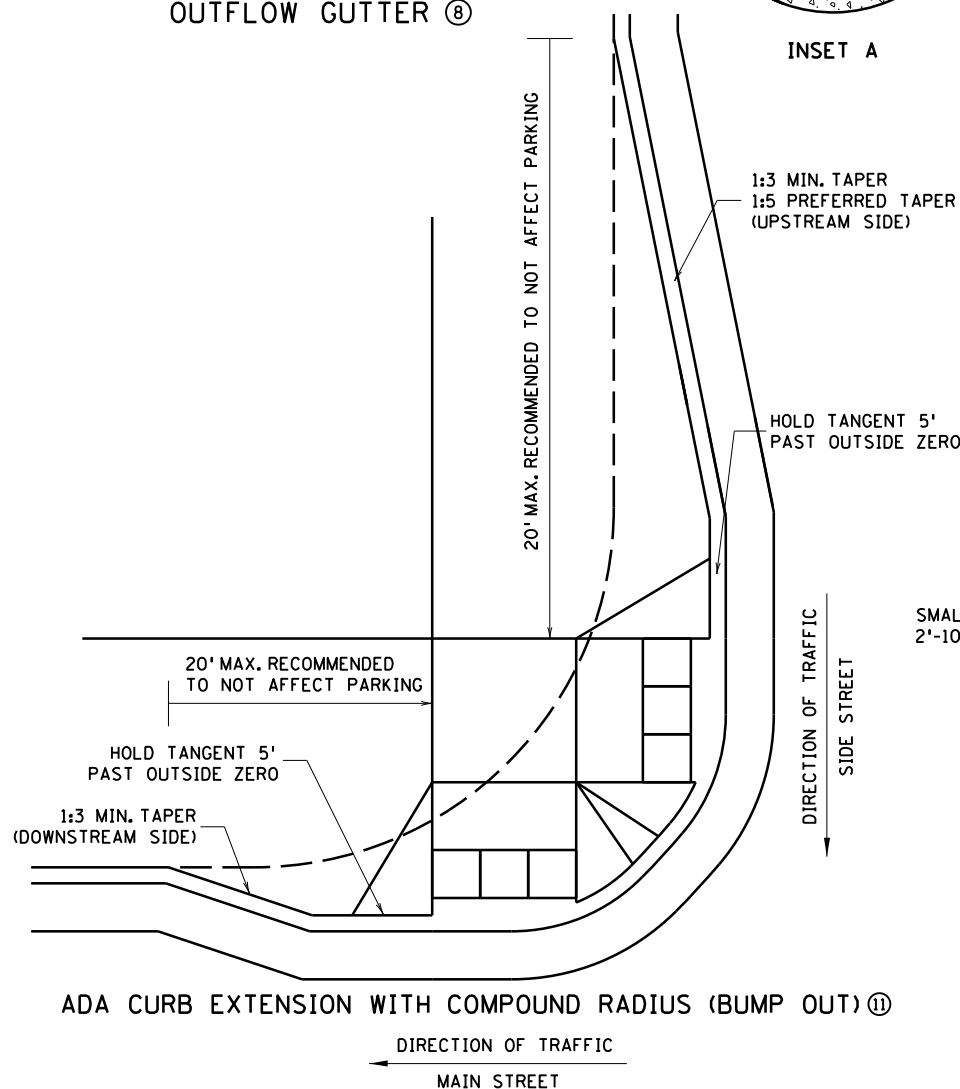
PEDESTRIAN ACCESS ROUTE CURB & GUTTER DETAIL



ONLY ALLOWED PER ENGINEER'S APPROVAL



PAVEMENT TREATMENT OPTIONS IN FRONT OF CURB & GUTTER FOR USE ON CURB RAMP RETROFITS



COMBINED DIRECTIONAL (COMPOUND RADIUS)

NOTES:

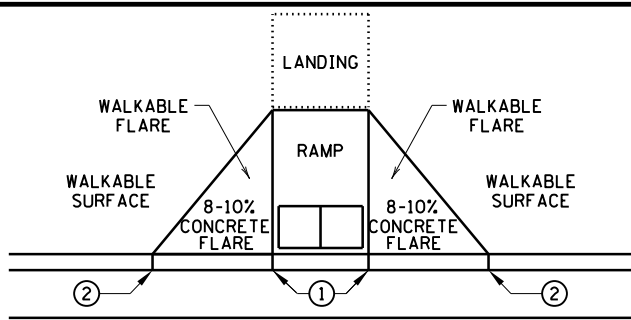
- POSITIVE FLOW LINE DRAINAGE SHALL BE MAINTAINED THROUGH THE PEDESTRIAN ACCESS ROUTE (PAR) AT A 2% MAXIMUM. NO PONDING SHALL BE PRESENT IN THE PAR.
- ANY VERTICAL LIP THAT OCCURS AT THE FLOW LINE SHALL NOT BE GREATER THAN 1/4 INCH.
- FOR USE AT CURB CUTS WHERE THE PEDESTRIAN'S PATH OF TRAVEL IS ASSUMED PERPENDICULAR TO THE GUTTER FLOW LINE. RAMP TYPES INCLUDE: PERPENDICULAR, TIERED PERPENDICULAR, PARALLEL, AND DIAGONAL RAMP.
- FOR USE AT CURB RAMP WHERE THE PEDESTRIAN'S PATH OF TRAVEL IS ASSUMED NON PERPENDICULAR TO THE GUTTER FLOW LINE. RAMP TYPES INCLUDE: FANS & DEPRESSED CORNERS.
- BEGIN GUTTER SLOPE TRANSITION 10' OUTSIDE OF ALL CURB RAMP.
- THERE SHALL BE NO VERTICAL DISCONTINUITIES GREATER THAN 1/4".
- ELEVATION CHANGE TAKES PLACE FROM THE EXISTING TO NEW FRONT OF GUTTER. PATCH IS USED TO MATCH THE NEW GUTTER FACE INTO THE EXISTING ROADWAY.
- VARIABLE WIDTH FOR DIRECTIONAL CURB APPLICATIONS. SEE SHEET 2 FOR DIRECTIONAL CURB SLOPE REQUIREMENTS.
- TOP FRONT OF GUTTER SHALL BE CONSTRUCTED FLUSH WITH PROPOSED ADJACENT PAVEMENT ELEVATION. TOP 1.5" OF THE GUTTER FACE MUST BE A FORMED EDGE. PAR GUTTER SHALL NOT BE OVERLAID.
- SHOULD BE USED AT VERTICALLY CONSTRAINED AREAS WHEN AT A DRAINAGE HIGH POINT OR SUPER ELEVATED ROADWAY SEGMENTS.
- DRILL AND GROUT NO. 4 EPOXY-COATED 18" LONG TIE BARS AT 30" CENTER TO CENTER INTO EXISTING CONCRETE PAVEMENT 1" MINIMUM FROM ALL JOINTS.
- HELPS PROVIDE TWO SEPARATE RAMPS, REDUCES THE DOME SETBACK LENGTH AND MINIMIZES DIRECTIONAL CURB. THIS RADIUS DESIGN CLOSELY FOLLOWS THE TURNING VEHICLE PATH WHILE OPTIMIZING CURB RAMP LENGTH.
- CURB EXTENSIONS SHOULD BE USED IN VERTICALLY CONSTRAINED AREAS, USUALLY IN DOWNTOWN ROADWAY SEGMENTS WHERE ON-STREET PARKING IS AVAILABLE. CURB EXTENSIONS SHOULD BE CONSIDERED FOR APS INTERSECTIONS WHERE SPACE IS LIMITED. PUSH BUTTONS MUST MEET APS CRITERIA AS DESCRIBED IN THE PUSH BUTTON LOCATION DETAIL SHEET.

REVISION:
APPROVED: 11-04-2021
<i>Jeffrey J. Perkins</i>
JEFFREY PERKINS
OPERATIONS DIVISION

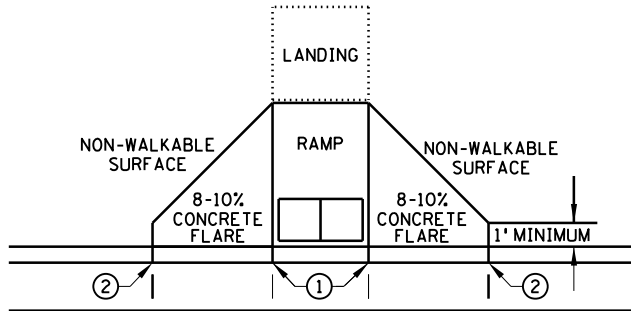


STANDARD PLAN 5-297.250	3 OF 6
APPROVED: 11-04-2021	REVISED:
<i>Tom Styrbicki</i>	
THOMAS STYRBICKI	
STATE DESIGN ENGINEER	

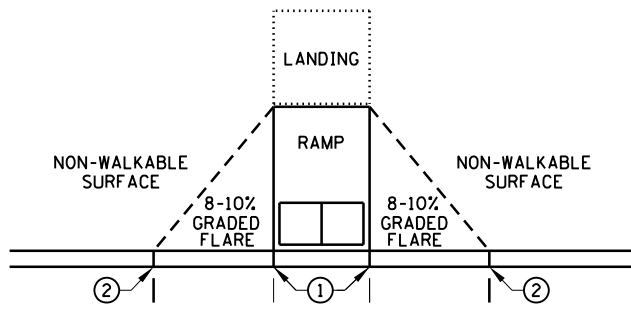
PEDESTRIAN CURB RAMP DETAILS



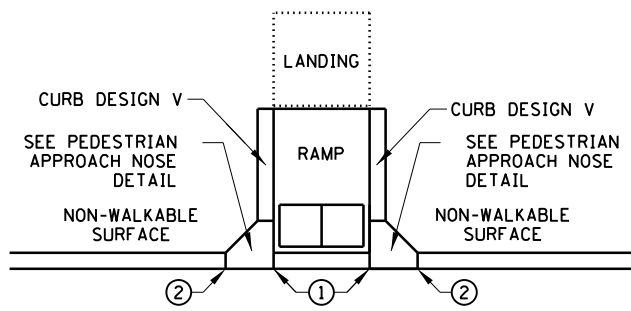
PAVED FLARES
ADJACENT TO WALKABLE SURFACE



PAVED FLARES
ADJACENT TO NON-WALKABLE SURFACE

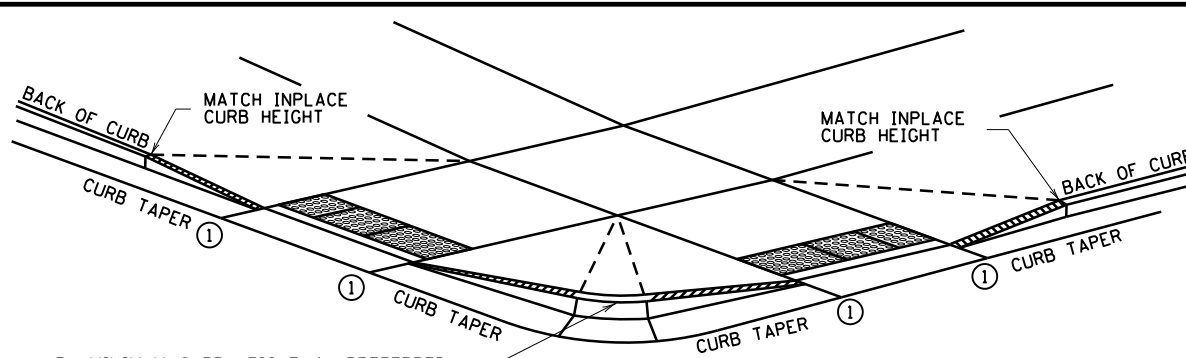


GRADED FLARES



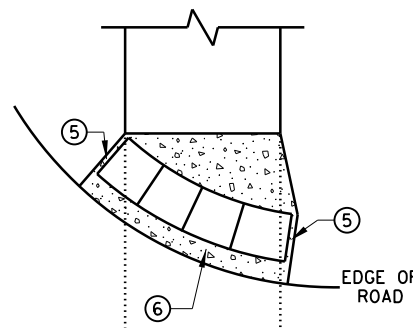
RETURNED CURB ④

TYPICAL SIDE TREATMENT OPTIONS ③ ⑩

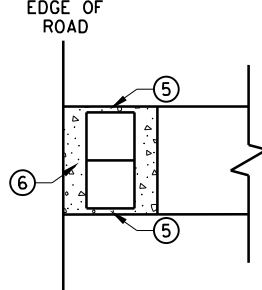


3" MINIMUM CURB HEIGHT, 4" PREFERRED
(MEASURED AT FRONT FACE OF CURB)
FOR A MIN. 6" LENGTH (MEASURED ALONG FLOW LINE)

DETECTABLE EDGE WITH CURB AND GUTTER ⑦

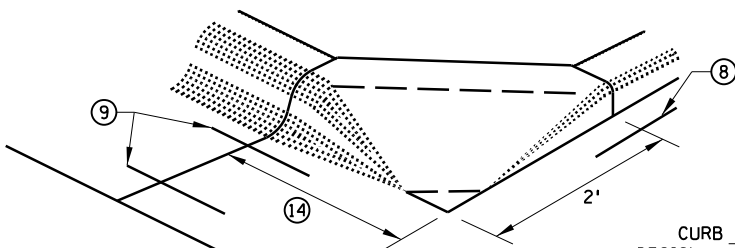


RADIAL DETECTABLE WARNING

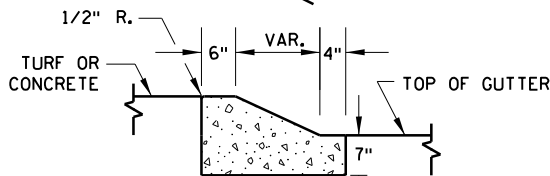


RECTANGULAR DETECTABLE WARNING

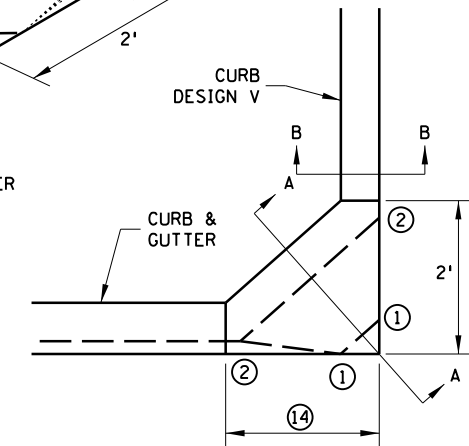
DETECTABLE EDGE WITHOUT CURB AND GUTTER



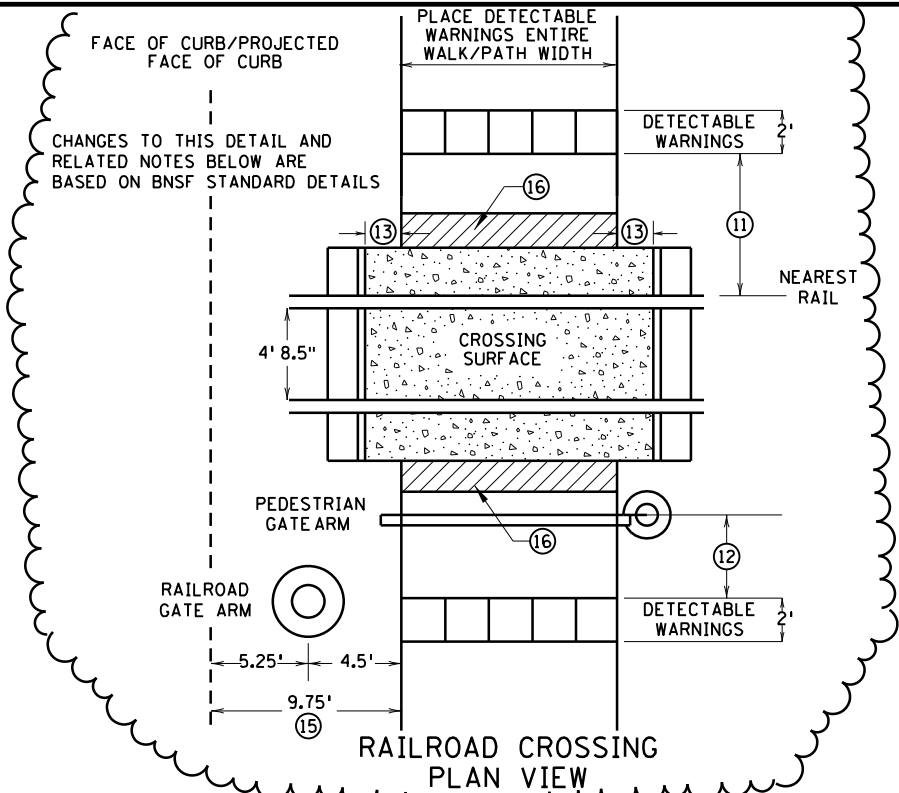
SECTION A-A



SECTION B-B



PEDESTRIAN APPROACH
NOSE DETAIL
(FOR RETURNED CURB
SIDE TREATMENT)



RAILROAD CROSSING
PLAN VIEW

NOTES:

INTERMEDIATE CURB HEIGHTS TAPER SHALL RISE AT 8-10% TO A MINIMUM 3 INCH CURB HEIGHT, INCREASE CURB TAPER LENGTH AT LESS THAN 8% OR REDUCE INTERMEDIATE CURB HEIGHT TO 2+ INCHES IF NECESSARY TO MATCH ADJACENT BOULEVARD OR SIDEWALK GRADES.

SEE STANDARD PLATE 7038 AND THIS SHEET FOR ADDITIONAL DETAILS ON DETECTABLE WARNING.

A WALKABLE SURFACE IS DEFINED AS A PAVED SURFACE ADJACENT TO A CURB RAMP WITHOUT RAISED OBSTACLES THAT COULD MISTAKENLY BE TRAVERSED BY A USER WHO IS VISUALLY IMPAIRED.

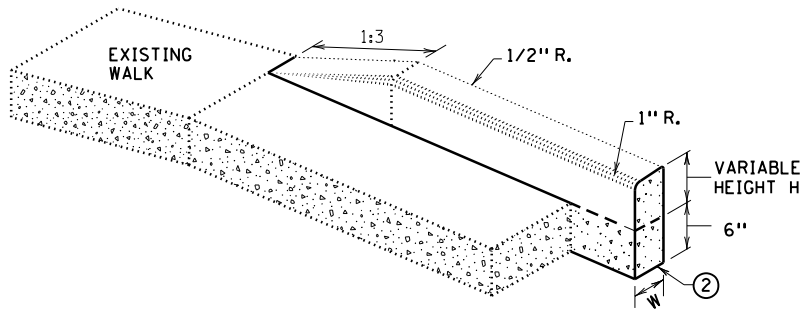
CONCRETE FLARE LENGTHS ADJACENT TO NON-WALKABLE SURFACES SHOULD BE LESS THAN 8' LONG MEASURED ALONG THE RAMP FROM THE BACK OF CURB.

- ① 0" CURB HEIGHT, SEE INSET A ON SHEET 3 OF 6.
- ② FULL CURB HEIGHT.
- ③ SIDE TREATMENTS ARE APPLICABLE TO ALL RAMP TYPES AND SHOULD BE IMPLEMENTED AS NEEDED AS FIELD CONDITIONS DICTATE. THE ENGINEER SHALL DETERMINE THE RAMP SIDE TREATMENTS BASED ON MAINTENANCE OF BOTH ROADWAY AND SIDEWALK, ADJACENT PROPERTY CONSIDERATIONS, AND MITIGATING CONSTRUCTION IMPACTS.
- ④ TYPICALLY USED FOR MEDIANS AND ISLANDS.
- ⑤ WHEN NO CONCRETE FLARES ARE PROPOSED, THE CONCRETE WALK SHALL BE FORMED AND CONSTRUCTED PERPENDICULAR TO THE EDGE OF ROADWAY. MAINTAIN 3" MAX. BETWEEN EDGE OF DOMES AND EDGE OF CONCRETE.
- ⑥ IF NO CURB AND GUTTER IS PLACED IN RURAL SECTIONS, DETECTABLE WARNINGS SHALL BE PLACED 1' FROM THE EDGE OF BITUMINOUS ROADWAY AND/OR BITUMINOUS SHARED-USE PATH TO PROVIDE VISUAL CONTRAST.
- ⑦ ALL CONSTRUCTED CURBS MUST HAVE A CONTINUOUS DETECTABLE EDGE FOR THE VISUALLY IMPAIRED. THIS DETECTABLE EDGE REQUIRES DETECTABLE WARNINGS WHEREVER THERE IS ZERO-INCH HIGH CURB. CURB TAPERS ARE CONSIDERED A DETECTABLE EDGE WHEN THE TAPER STARTS WITHIN 3" OF THE EDGE OF THE DETECTABLE WARNINGS, AND UNIFORMLY RISES TO A 3-INCH MINIMUM CURB HEIGHT. ANY CURB NOT PART OF A CURB TAPER AND LESS THAN 3 INCHES IN HEIGHT IS NOT CONSIDERED A DETECTABLE EDGE AND THEREFORE IS NOT COMPLIANT WITH ACCESSIBILITY STANDARDS.
- ⑧ DRILL AND GROUT 1 - NO. 4 12" LONG REINFORCEMENT BAR (EPOXY COATED) WITH 3" MIN. COVER. REINFORCEMENT BARS ARE NOT NEEDED IF THE APPROACH NOSE IS POURED INTEGRAL WITH THE V CURB.
- ⑨ DRILL AND GROUT 2 - NO. 4 12" LONG REINFORCEMENT BARS (EPOXY COATED) WITH 3" MIN. COVER. REINFORCEMENT BARS ARE NOT NEEDED IF THE APPROACH NOSE IS POURED INTEGRAL WITH THE CURB AND GUTTER.
- ⑩ SIDE TREATMENT EXAMPLES SHOWN ARE WHEN THE INITIAL LANDING IS APPROXIMATELY LEVEL WITH THE FULL HEIGHT CURB (I.E. 6" LONG RAMP FOR 6" HIGH CURB). WHEN THE INITIAL LANDING IS MORE THAN 1" BELOW FULL HEIGHT CURB REFER TO SHEETS 1 & 2 TO MODIFY THE CURB HEIGHT TAPERS AND MAINTAIN POSITIVE BOULEVARD DRAINAGE. CONSTRUCT THESE TAPERS AT 0"-3" AT 8-10%, THEN LESS THAN 5% FROM 3" CURB TO FULL CURB HEIGHT.
- ⑪ NEAREST EDGE OF DETECTABLE WARNING SURFACES SHALL BE PLACED 12' MINIMUM TO 15' MAXIMUM FROM THE NEAREST RAIL. FOR SKEWED RAILWAYS IN NO INSTANCE SHALL THE DETECTABLE WARNING BE CLOSER THAN 12' MEASURED PERPENDICULAR TO THE NEAREST RAIL.
- ⑫ WHEN PEDESTRIAN GATES ARE PROVIDED, DETECTABLE WARNING SURFACES SHALL BE PLACED ON THE SIDE OF THE GATES OPPOSITE THE RAIL, 2' FROM THE APPROACHING SIDE OF THE GATE ARM. THIS CRITERIA GOVERNS OVER NOTE ⑪.
- ⑬ CROSSING SURFACE SHALL EXTEND 2' MINIMUM PAST THE OUTSIDE EDGE OF WALK OR SHARED-USE PATH.
- ⑭ 3' FOR MEDIANS AND SPLITTER ISLANDS. NOSE CAN BE REDUCED TO 2' ON FREE RIGHT ISLANDS.
- ⑮ SIDEWALK TO BE PLACED 9.75' MIN. FROM THE FACE OF CURB/PROJECTED FACE OF CURB. THIS ENSURES MIN. CLEARANCE BETWEEN THE SIDEWALK AND GATE ARM COUNTERWEIGHT SUPPORTS.
- ⑯ CONSTRUCT BITUMINOUS TRANSITION. SHALL MATCH FULL HEIGHT OF ADJACENT CONCRETE. SEE SECTION DETAIL SHEET C2.2

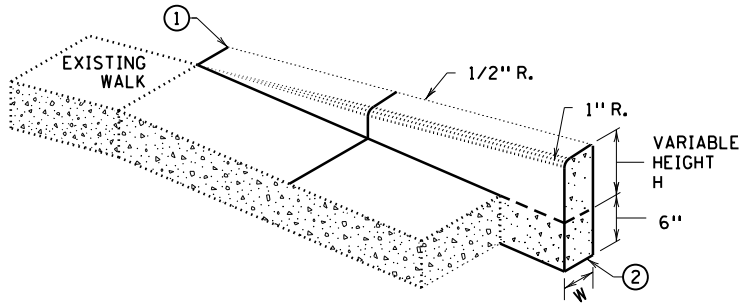
REVISION:
APPROVED: 11-04-2021
Jeffrey Perkins
OPERATIONS DIVISION

	STANDARD PLAN 5-297.250	4 OF 6
	APPROVED: 11-04-2021	REVISOR:
THOMAS STYRICKI	STATE DESIGN ENGINEER	

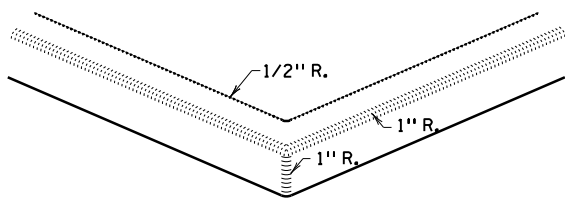
PEDESTRIAN CURB RAMP DETAILS



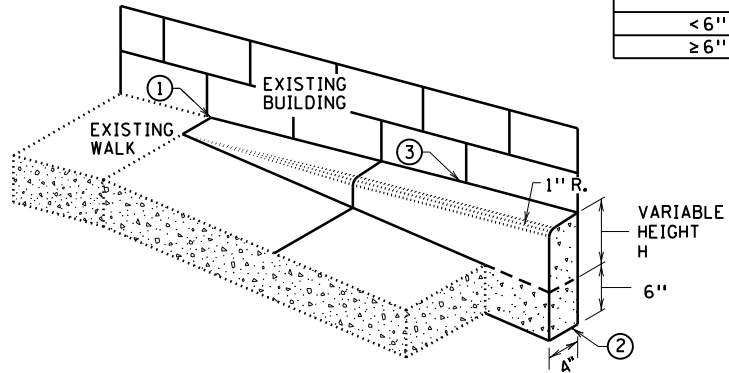
V CURB ADJACENT TO LANDSCAPE
CURB WITHIN SIDEWALK LIMITS



V CURB ADJACENT TO LANDSCAPE
CURB OUTSIDE SIDEWALK LIMITS

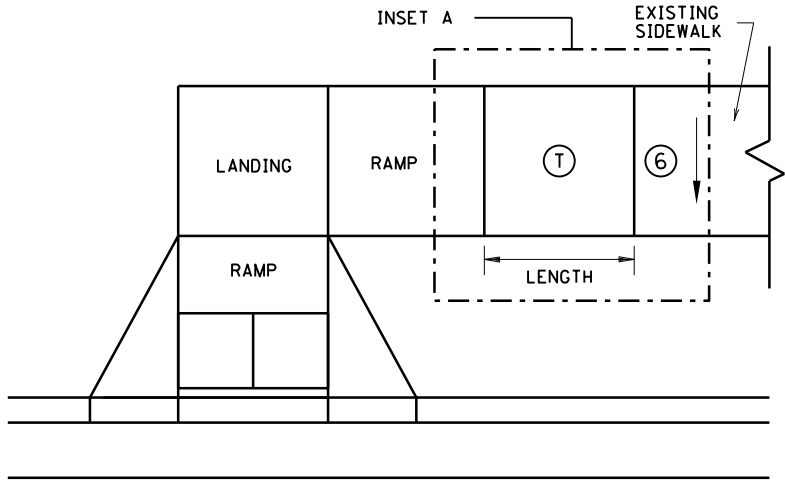


V CURB INTERSECTION

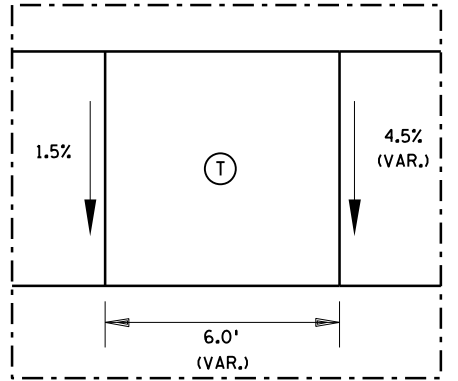


V CURB ADJACENT TO BUILDING
OR BARRIER

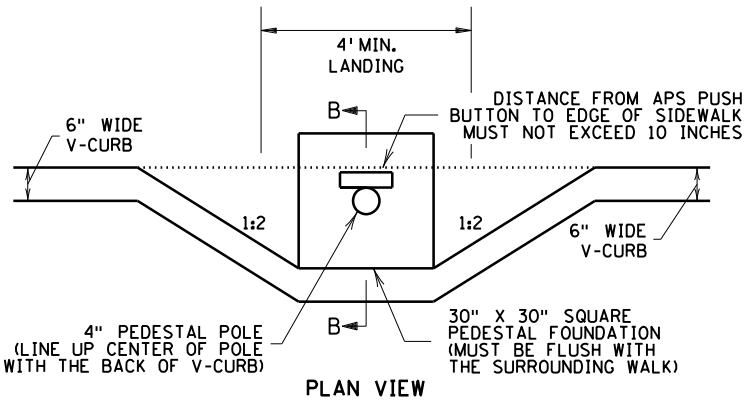
CONCRETE CURB DESIGN V	
CURB HEIGHT H	CURB WIDTH W
< 6"	4"
≥ 6"	6"



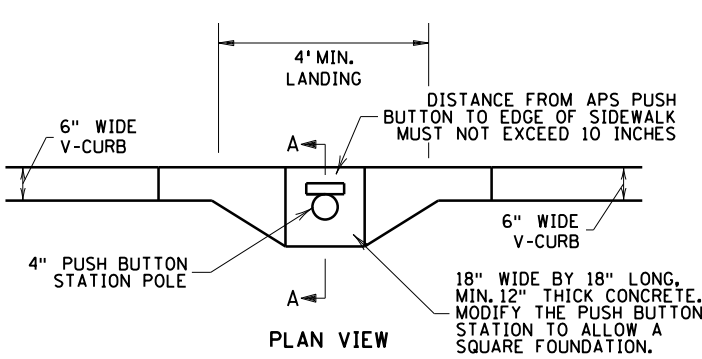
TRANSITION PANEL ④ ⑤



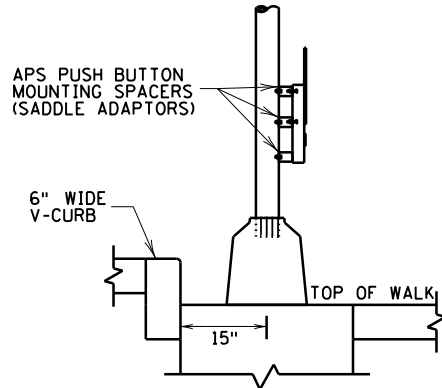
INSET A



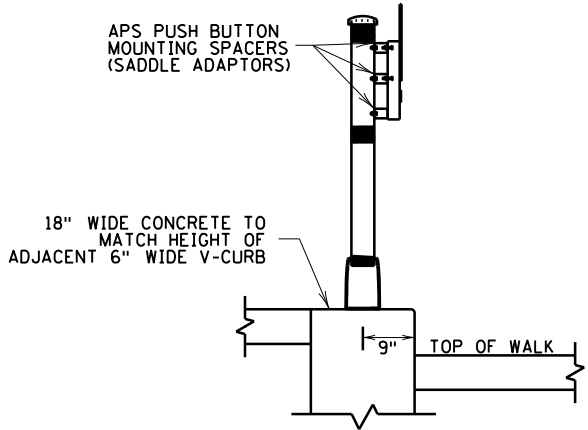
PLAN VIEW



PLAN VIEW



SECTION B-B
SIGNAL PEDESTAL & PUSH BUTTON (V-CURB)



SECTION A-A
PUSH BUTTON STATION (V-CURB)

NOTES:

A WALKABLE FLARE IS AN 8-10% CONCRETE FLARE THAT IS REQUIRED WHEN THE FLARE IS ADJACENT TO A WALKABLE SURFACE, OR WHEN THE PEDESTRIAN PATH OF TRAVEL OF A PUSH BUTTON TRAVERSES THE FLARE.

ALL V CURB CONTRACTION JOINTS SHALL MATCH CONCRETE WALK JOINTS.

WHERE RIGHT-OF-WAY ALLOWS, USE OF V CURB SHOULD BE MINIMIZED. GRADING ADJACENT TURF OR SLOPING ADJACENT PAVEMENT IS PREFERRED.

V CURB SHALL BE PLACED OUTSIDE THE SIDEWALK LIMITS WHEN RIGHT OF WAY ALLOWS.

V CURB NEXT TO BUILDING SHALL BE A 4" WIDTH AND SHALL MATCH PREVIOUS TOP OF SIDEWALK ELEVATIONS.

- ① END TAPERS AT TRANSITION SECTION SHALL MATCH INPLACE SIDEWALK GRADES.
- ② ALL V CURB SHALL MATCH BOTTOM OF ADJACENT WALK.
- ③ CONSTRUCT USING APPROVED EXPANSION MATERIAL PER MNDOT TYPE A-E EXPANSION. LEAVE A MINIMUM 1/2" TOP GAP AND SEAL WITH MNDOT APPROVED SILICONE PER MNDOT SPEC 3722.
- ④ THE MAX. RATE OF CROSS SLOPE TRANSITIONING IS 1' LINEAR FOOT OF SIDEWALK PER HALF PERCENT CROSS SLOPE. WHEN PAR WIDTH IS GREATER THAN 6' OR THE RUNNING SLOPE IS GREATER THAN 5%, DOUBLE THE CALCULATED TRANSITION LENGTH.
- ⑤ TRANSITION PANELS ARE TO ONLY BE USED AFTER THE RAMP, OR IF NEEDED, LANDING ARE AT THE FULL CURB HEIGHT (TYPICAL SECTION).
- ⑥ EXISTING CROSS SLOPE GREATER THAN 2.0%.

LEGEND

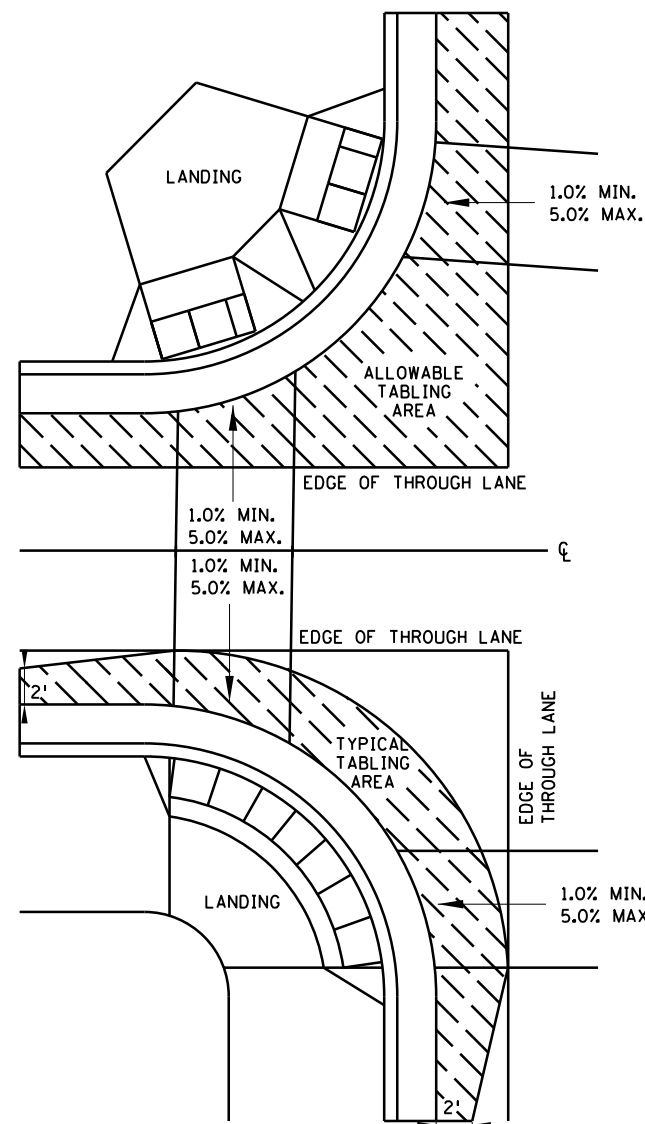
- THESE LONGITUDINAL SLOPE RANGES SHALL BE THE STARTING POINT. IF SITE CONDITIONS WARRANT, LONGITUDINAL SLOPES UP TO 8.3% OR FLATTER ARE ALLOWED.
- ⑤ INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE BETWEEN 5.0% MINIMUM AND 8.3% MAXIMUM IN THE DIRECTION SHOWN AND THE CROSS SLOPE SHALL NOT EXCEED 2.0%.
 - LANDING AREA - 4' X 4' MIN. (5' X 5' MIN. PREFERRED) DIMENSIONS AND MAX 2.0% SLOPE IN ALL DIRECTIONS. LANDING SHALL BE FULL WIDTH OF INCOMING PAR.
 - ① TRANSITION PANEL(S) - TO BE USED FOR TRANSITIONING THE CROSS-SLOPE OF A RAMP TO THE EXISTING WALK CROSS-SLOPE. RATE OF TRANSITION SHOULD BE 0.5% PER 1 LINEAR FOOT OF WALK. SEE THIS SHEET FOR ADDITIONAL INFORMATION.

REVISION:
APPROVED: 11-04-2021
<i>Jeffrey J. Perkins</i>
JEFFREY PERKINS
OPERATIONS DIVISION

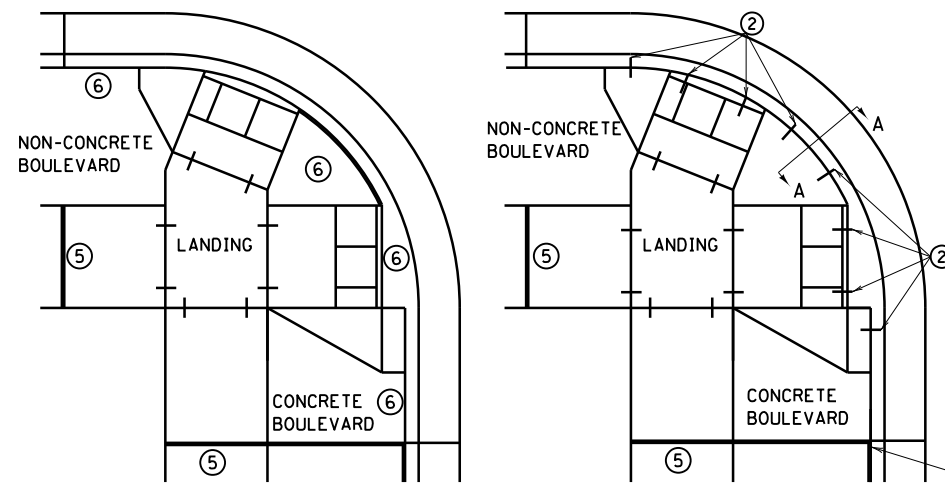
m MINNESOTA DEPARTMENT OF TRANSPORTATION	STANDARD PLAN 5-297.250	5 OF 6
THOMAS STYRICKI STATE DESIGN ENGINEER	APPROVED: 11-04-2021	REVISED:

PEDESTRIAN CURB RAMP DETAILS

REVISION	DESCRIPTION	DATE	BY
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2	NO SCALE	04/20/2023	WIDSETH
3	NO SCALE	04/20/2023	WIDSETH
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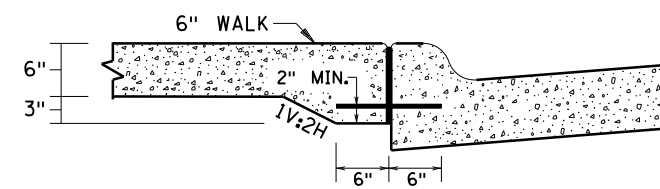


CURB LINE AND ROAD CROSSING ADJUSTMENTS

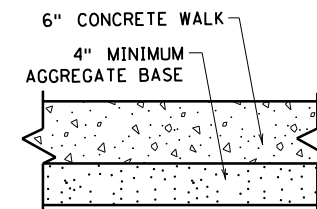


EXPANSION MATERIAL PLACEMENT FOR CONCRETE ROADWAYS

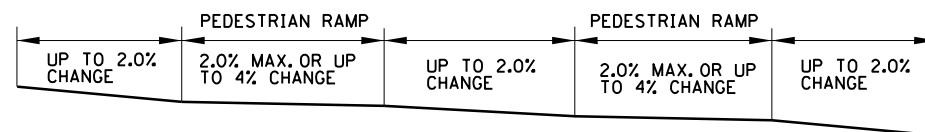
CURB LINE REINFORCEMENT ④ PLACEMENT ON BITUMINOUS ROADWAYS



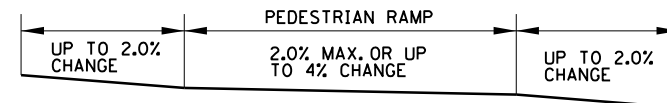
SECTION VIEW A-A
THICKENED SECTION
THROUGH CURB RAMP FLARES



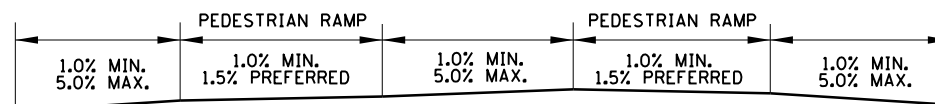
TYPICAL SIDEWALK SECTION
WITHIN INTERSECTION CORNER



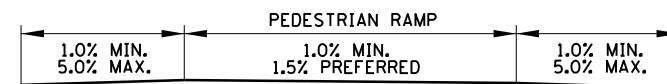
FLOW LINE PROFILE "TABLE" - TWIN PERPENDICULARS



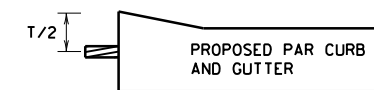
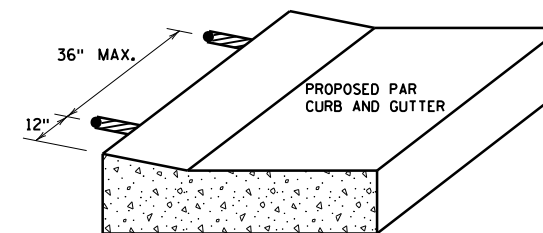
FLOW LINE PROFILE "TABLE" - FAN



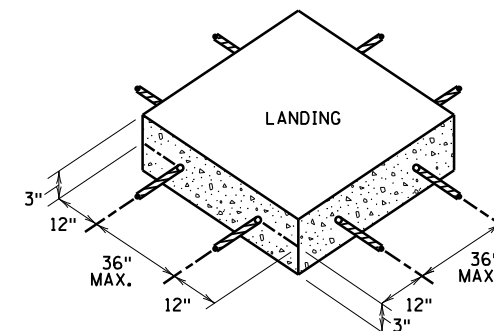
FLOW LINE PROFILE RAISE - TWIN PERPENDICULARS



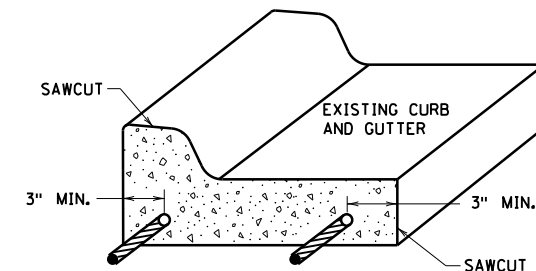
FLOW LINE PROFILE RAISE - FAN



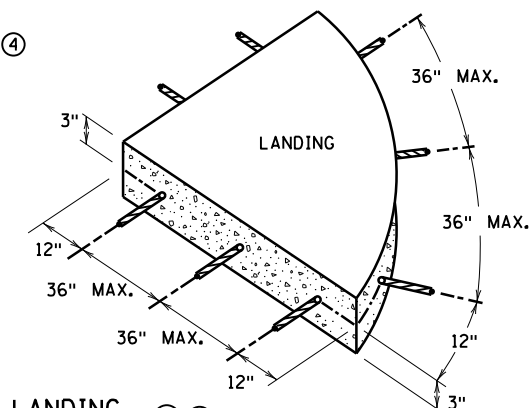
CURB RAMP REINFORCEMENT DETAILS ② ④



SEPARATE LANDING
POUR REINFORCEMENT ① ②



CURB AND GUTTER REINFORCEMENT (3)



GENERAL NOTES:

"TABLING" OF CROSSWALKS MEANS MAINTAINING LESS THAN 2% CROSS SLOPE WITHIN A CROSSWALK, IS REQUIRED WHEN A ROADWAY IS IN A STOP OR YIELD CONDITION AND THE PROJECT SCOPE ALLOWS.

RECONSTRUCTION PROJECTS: ON FULL PAVEMENT REPLACEMENT PROJECTS "TABLING" OF ENTIRE CROSSWALK SHALL OCCUR WHEN FEASIBLE.

MILL & OVERLAY PROJECTS: "TABLING" OF FLOW LINES, IN FRONT OF THE PEDESTRIAN RAMP, IS REQUIRED WHEN THE EXISTING FLOW LINE IS GREATER THAN 2%. WARPING OF THE BITUMINOUS PAVEMENT CAN NOT EXTEND INTO THE THROUGH LANE. TABLE THE FLOW LINE TO 2% OR AS MUCH AS POSSIBLE WHILE ADHERING TO THE FOLLOWING CRITERIA:

- 1) 1.0% MIN. CROSS-SLOPE OF THE ROAD
2) 5.0% MAX. CROSS-SLOPE OF THE ROAD
3) "TABLE" FLOW LINE UP TO 4% CHANGE FROM EXISTING SLOPE IN FRONT OF PEDESTRIAN RAMP
4) UP TO 2% CHANGE IN FLOW LINE FROM EXISTING SLOPE BEYOND THE PEDESTRIAN CURB RAMP

STAND-ALONE ADA RETROFITS: FOLLOW MILL & OVERLAY CRITERIA ABOVE HOWEVER ALL PAVEMENT WARPING IS DONE WITH BITUMINOUS PATCHING ON BITUMINOUS ROADWAYS AND FULL-DEPTH APRON REPLACEMENT ON CONCRETE ROADWAYS.

RAISING OF CURB LINES SHOULD OCCUR IN VERTICALLY CONSTRAINED AREAS. RAISE THE CURB LINES ENOUGH TO ALLOW COMPLIANT RAMPS OR AS MUCH AS POSSIBLE WHILE ADHERING TO THE FOLLOWING CRITERIA:

- 1) 1.0% MIN. AND 5.0% MAXIMUM CROSS-SLOPE OF THE ROAD
- 2) 1.0% MIN. FLOW LINE (ON EITHER SIDE OF PEDESTRIAN RAMP) TO MAINTAIN POSITIVE DRAINAGE
- 3) 5.0% RECOMMENDED MAX. FLOW LINE
- 4) LONGITUDINAL THROUGH LANE ROADWAY TAPERS SHOULD BE 1" VERTICAL PER 15' HORIZONTAL

NOTES:

- ① TO ENSURE RAMPS AND LANDINGS ARE PROPERLY CONSTRUCTED, ALL INITIAL LANDINGS AT A TOP OF A RAMPED SURFACE (RUNNING SLOPE GREATER THAN 2%) SHALL BE FORMED AND PLACED SEPARATELY IN AN INDEPENDENT CONCRETE POUR. FOLLOW SIDEWALK REINFORCEMENT DETAILS ON THIS SHEET FOR ALL SEPARATELY POURED INITIAL LANDINGS.
- ② DRILL AND GROUT NO. 4 12" LONG REINFORCEMENT BARS (EPOXY COATED) AT 36" MAXIMUM CENTER TO CENTER MINIMUM 12" SPACING FROM CONSTRUCTION JOINTS. BARS TO BE ADJUSTED TO MATCH RAMP GRADE. BARS TO BE PAID BY EACH.
- ③ DRILL AND GROUT 2 - NO. 4 X 12" LONG (6" EMBEDDED) REINFORCEMENT BARS (EPOXY COATED). REINFORCEMENT REQUIRED FOR ALL CONSTRUCTION JOINTS. BARS TO BE PAID BY EACH.
- ④ THIS CURB LINE REINFORCEMENT DETAIL SHALL BE USED ON BITUMINOUS ROADWAYS. FOR CONCRETE ROADWAYS, SEE NOTE 6.
- ⑤ CONSTRUCT WITH EXPANSION MATERIAL PER MNDOT SPECIFICATION 3702 TYPES A-E. EXPANSION MATERIAL SHALL MATCH FULL HEIGHT OF ADJACENT CONCRETE.
- ⑥ USE AN APPROVED TYPE F (1/4 INCH THICK) SEPARATION MATERIAL. SEPARATION MATERIAL SHALL MATCH FULL HEIGHT DIMENSION OF ADJACENT CONCRETE.

REVISION:

APPROVED: 11-04-2021

Jeffrey J. Perkins

JEFFREY PERKINS

OPERATIONS DIVISION



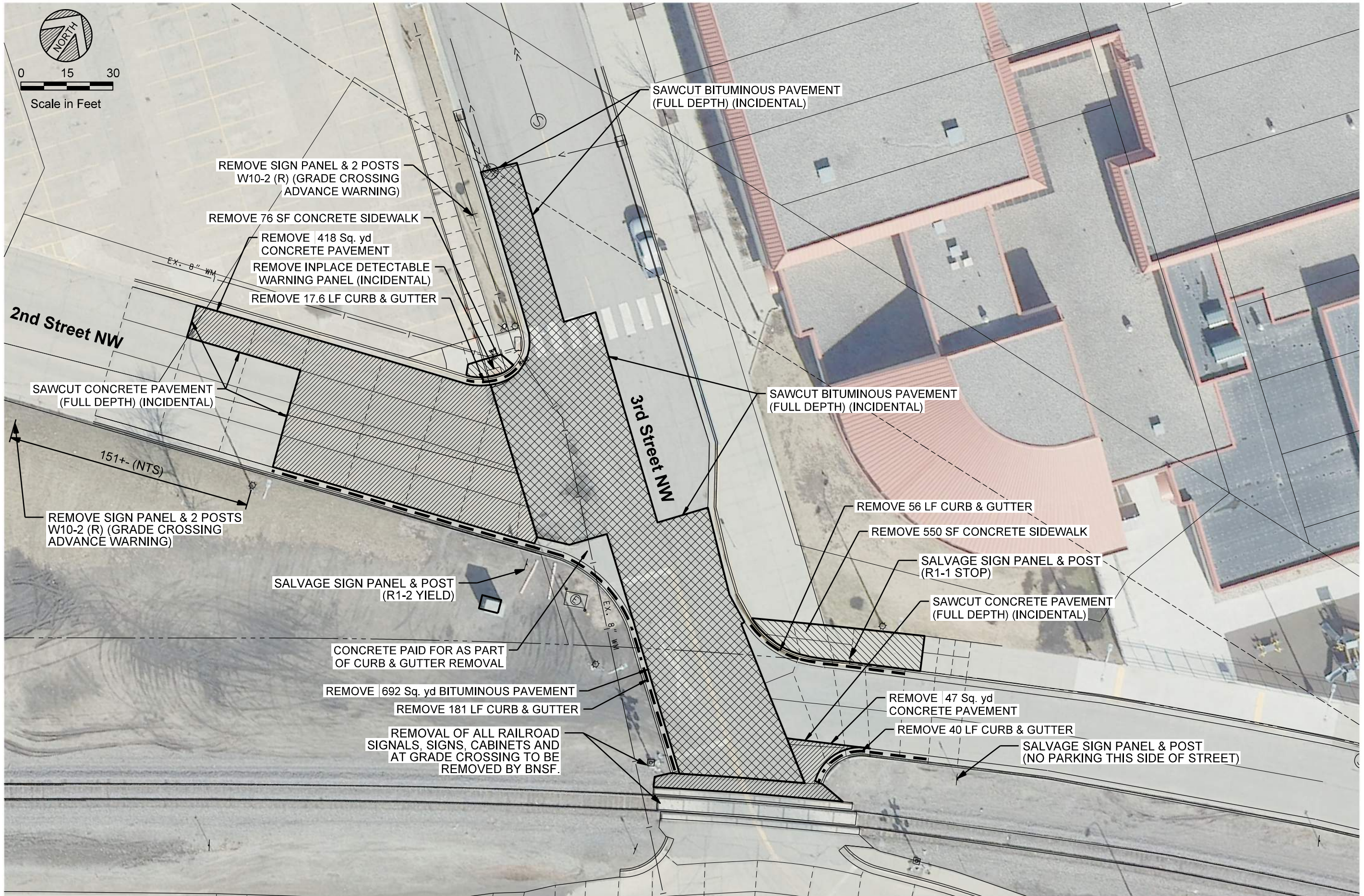
STANDARD PLAN 5-297.250

6 OF 6

APPROVED: 11-04-2021
REVISED:

THOMAS STYRBICKI
STATE DESIGN ENGINEER

PEDESTRIAN CURB RAMP DETAILS



0 15 30
Scale in Feet

REMOVE SIGN PANEL & 2 POSTS
W10-2 (R) (GRADE CROSSING
ADVANCE WARNING)

REMOVE 76 SF CONCRETE SIDEWALK

REMOVE 418 Sq. yd
CONCRETE PAVEMENT

REMOVE INPLACE DETECTABLE
WARNING PANEL (INCIDENTAL)

REMOVE 17.6 LF CURB & GUTTER

SAWCUT BITUMINOUS PAVEMENT
(FULL DEPTH) (INCIDENTAL)

SAWCUT BITUMINOUS PAVEMENT
(FULL DEPTH) (INCIDENTAL)

REMOVE 56 LF CURB & GUTTER

REMOVE 550 SF CONCRETE SIDEWALK

SALVAGE SIGN PANEL & POST
(R1-1 STOP)

SAWCUT CONCRETE PAVEMENT
(FULL DEPTH) (INCIDENTAL)

REMOVE 47 Sq. yd
CONCRETE PAVEMENT

REMOVE 40 LF CURB & GUTTER

SALVAGE SIGN PANEL & POST
(NO PARKING THIS SIDE OF STREET)

CONCRETE PAID FOR AS PART
OF CURB & GUTTER REMOVAL

REMOVE 692 Sq. yd BITUMINOUS PAVEMENT

REMOVE 181 LF CURB & GUTTER

REMOVAL OF ALL RAILROAD
SIGNALS, SIGNS, CABINETS AND
AT GRADE CROSSING TO BE
REMOVED BY BNSF.

REMOVE SIGN PANEL & 2 POSTS
W10-2 (R) (GRADE CROSSING
ADVANCE WARNING)

SAWCUT CONCRETE PAVEMENT
(FULL DEPTH) (INCIDENTAL)

151+- (NTS)

MODEL: Detail
PATH: J:\2022\City of East Grand Forks\2022\2022-1\335\CAD\Drawings\Sheet C4.0 - Removal.dwg
4/20/2023

WIDSETH
ARCHITECTS ■ ENGINEERS ■ SCIENTISTS ■ SURVEYORS

2022 CITY PROJECT NO. 3
QUIET ZONE - STREET & SIDEWALK IMPROVEMENTS
EAST GRAND FORKS, MINNESOTA

REMOVAL PLAN

SHEET NO.
C4.0

SHEET OF

DATE: 04/20/2023
SCALE: AS SHOWN
DRAWN BY: MBA
CHECKED BY: SRE
JOB NUMBER: 32358-2020-11835

DATE: 04/20/2023
REV#

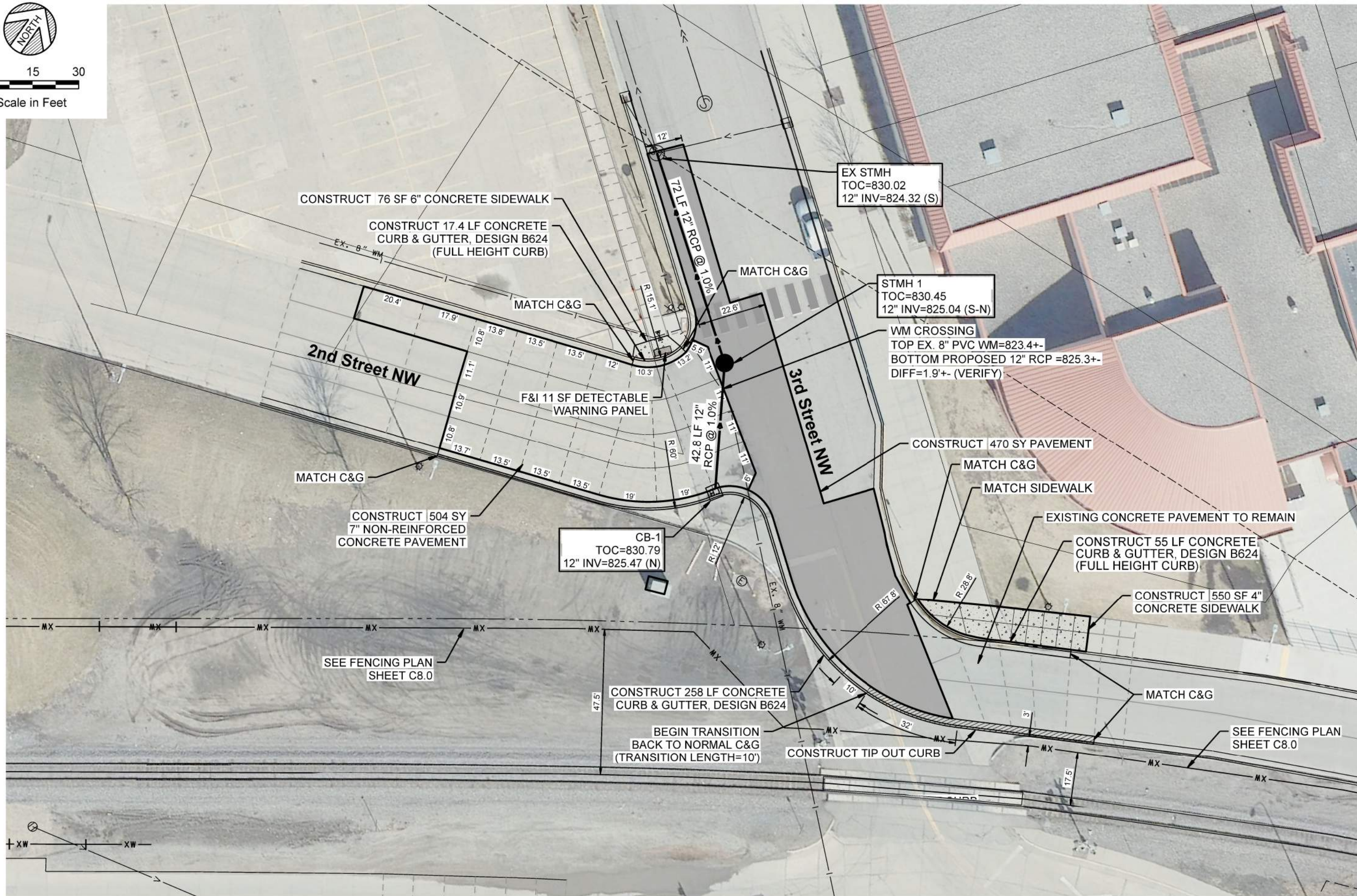
REVISION DESCRIPTION

BY

HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT
WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND
I AM A LICENSED PROFESSIONAL ENGINEER UNDER
THE LAWS OF THE STATE OF MINNESOTA.
STEVEN R. EMERY DATE: 04/20/2023 LIC. NO. 41354



0 15 30
Scale in Feet

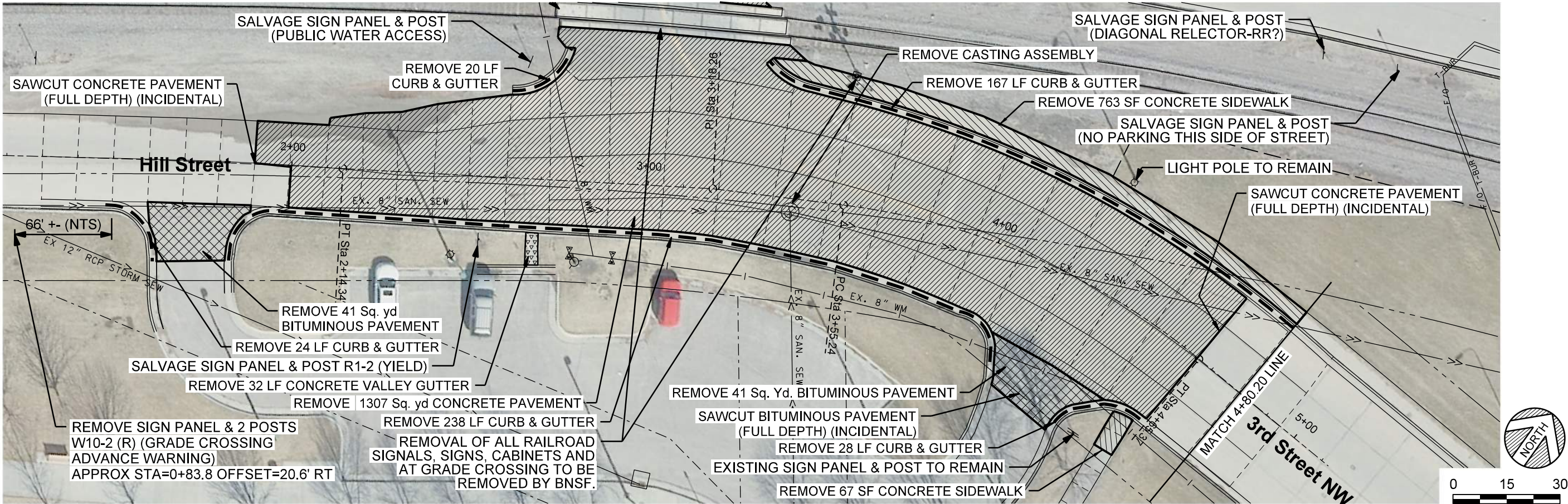


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3	REVISED FOR COMMENTS	04/20/2023	SE	ME

DATE	SCALE	DRAWN BY	CHECKED BY	JOB NUMBER
04/20/2023	AS SHOWN	NBA	SRE	3258-2020-1835

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4/20/2023



Removal Plan

SEE SHEET C4.3 FOR PLAN & PROFILE

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BY:

REVISIONS

DATE	REV#	DESCRIPTION
04/20/2023	1	AS SHOWN
	2	MBA
	3	SRE

DATE: 04/20/2023

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CHECKED BY: SRE

JOB NUMBER: 32358-2020-11835

2022 CITY PROJECT NO. 3

QUIET ZONE - STREET & SIDEWALK IMPROVEMENTS

EAST GRAND FORKS, MINNESOTA

REMOVAL PLAN

SHEET NO. C4.2

SHEET OF

BY:

REVISIONS

DATE	REV#	DESCRIPTION
04/20/2023	1	AS SHOWN
	2	MBA
	3	SRE

DATE: 04/20/2023

SCALE: AS SHOWN

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CHECKED BY: SRE

JOB NUMBER: 32358-2020-11835

2022 CITY PROJECT NO. 3

QUIET ZONE - STREET & SIDEWALK IMPROVEMENTS

EAST GRAND FORKS, MINNESOTA

REMOVAL PLAN

SHEET NO. C4.2

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JOB NUMBER: 32358-2020-11835

2022 CITY PROJECT NO. 3

QUIET ZONE - STREET & SIDEWALK IMPROVEMENTS

EAST GRAND FORKS, MINNESOTA

REMOVAL PLAN

SHEET NO. C4.2

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DATE: 04/20/2023

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CHECKED BY: SRE

JOB NUMBER: 32358-2020-11835

2022 CITY PROJECT NO. 3

QUIET ZONE - STREET & SIDEWALK IMPROVEMENTS

EAST GRAND FORKS, MINNESOTA

REMOVAL PLAN

SHEET NO. C4.2

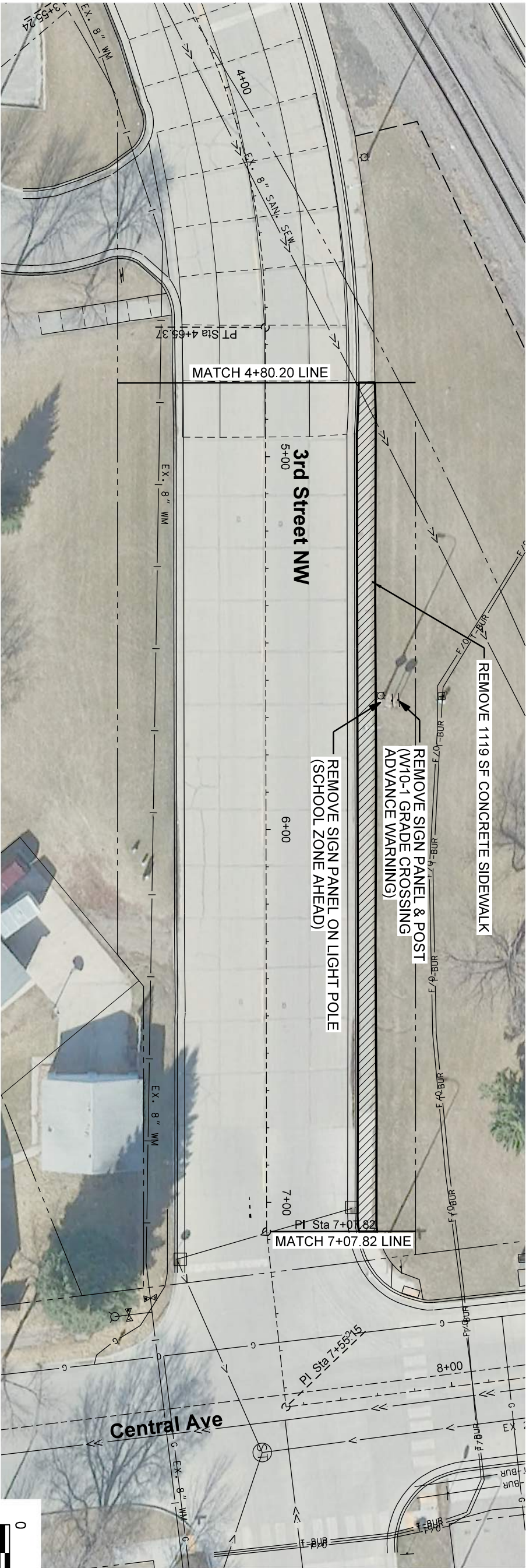
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BY: I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
STEVEN R. EMERY DATE: 04/20/2023 LIC. NO. 41354

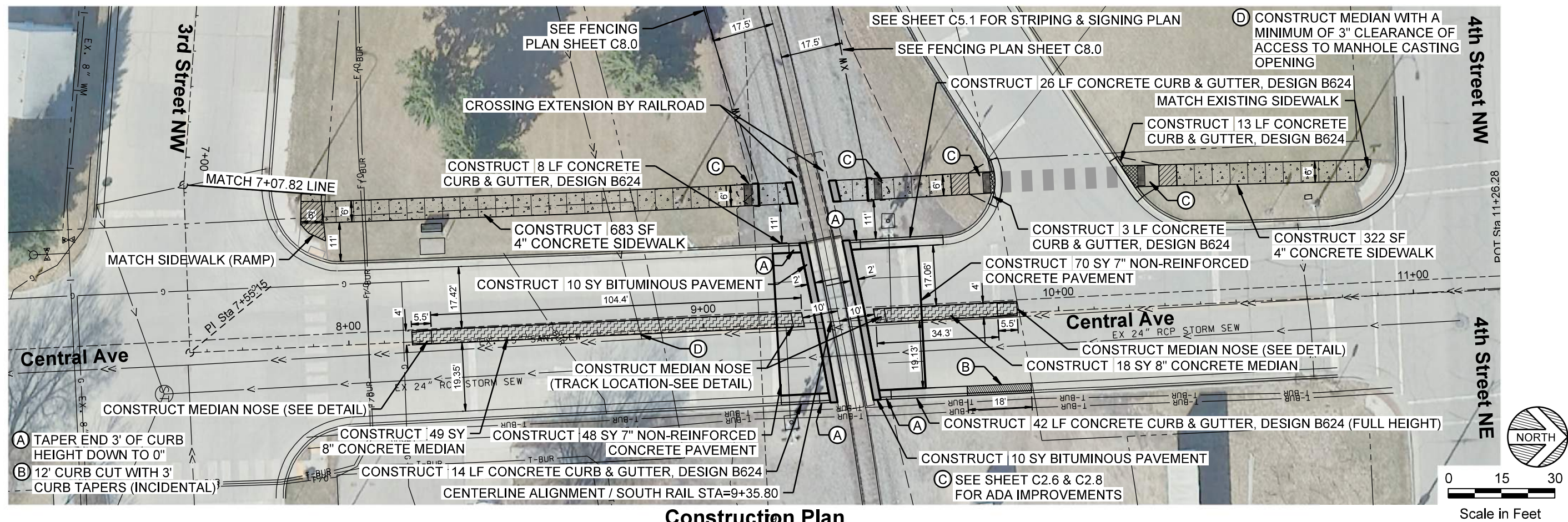
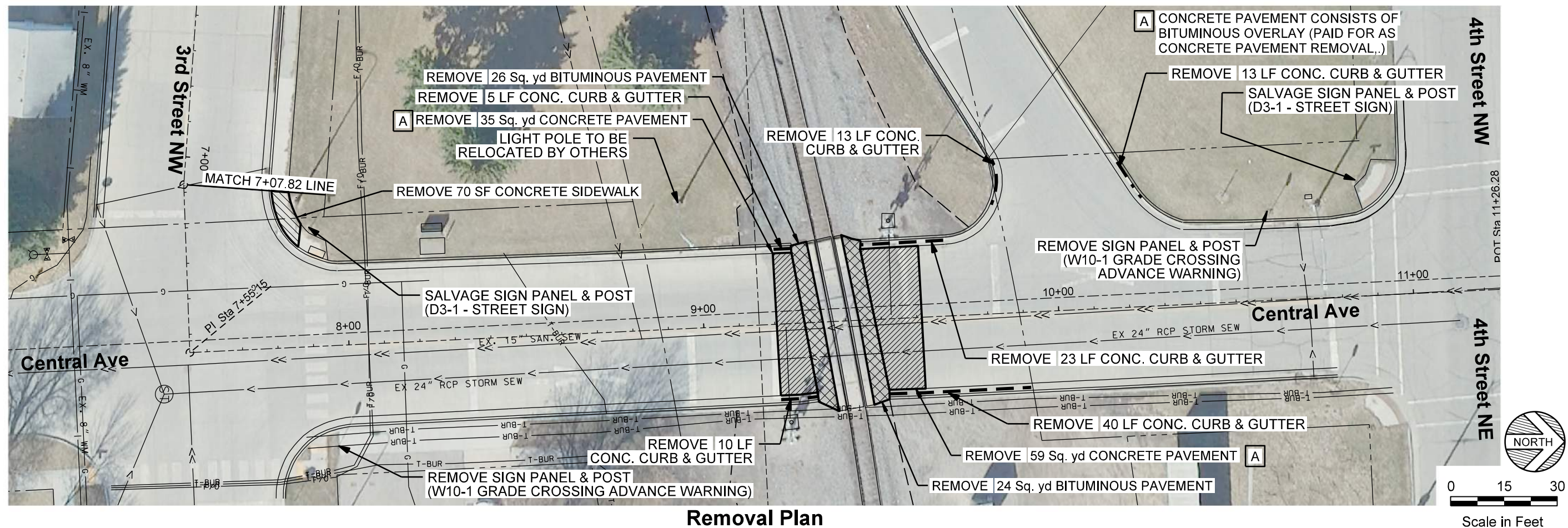
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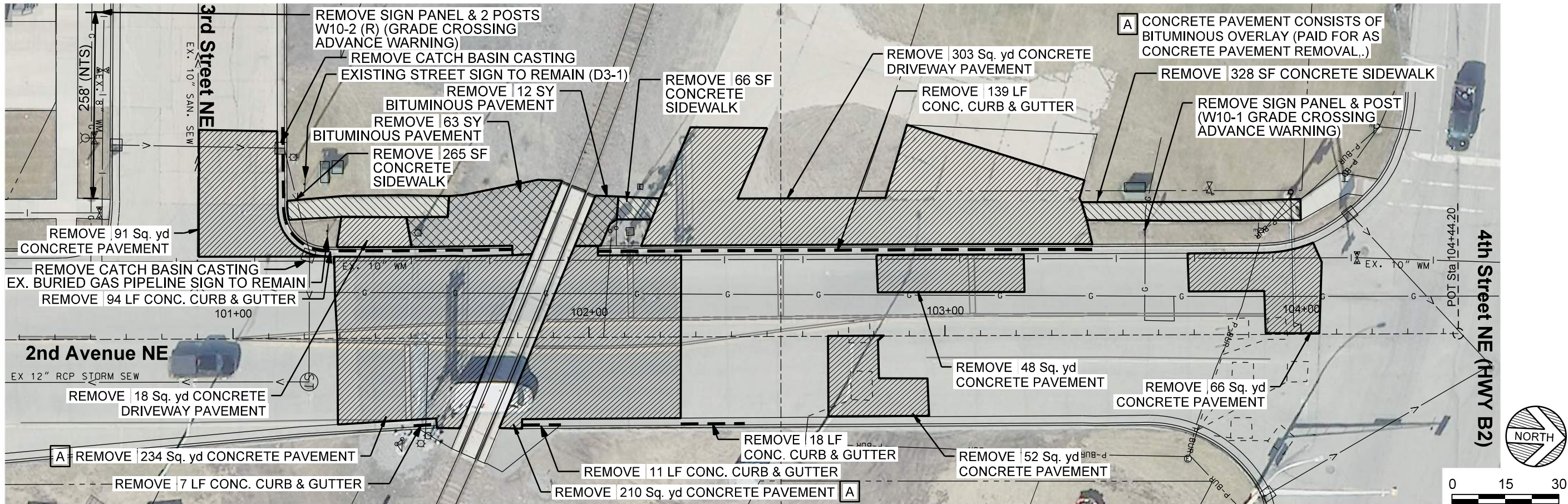


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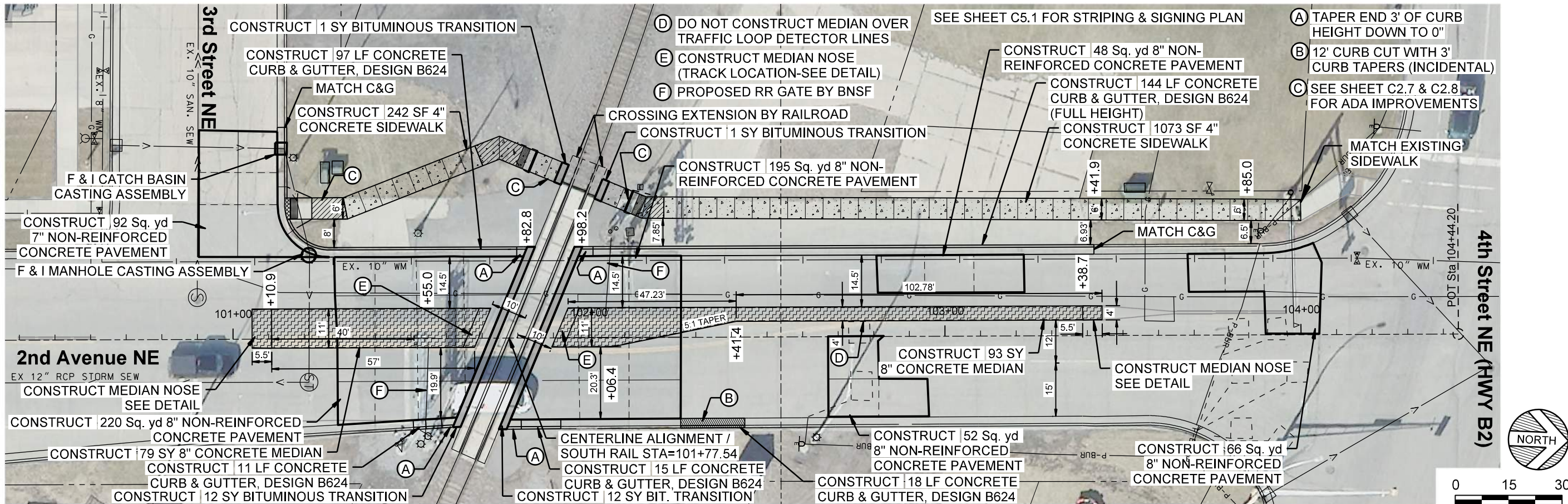


Removal Plan





Removal Plan



Construction Plan

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BY: STEVEN R. EMERY

DATE: 04/20/2023

LIC. NO. 41354

REVISIONS

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2022 CITY PROJECT NO. 3

QUIET ZONE - STREET & SIDEWALK IMPROVEMENTS

EAST GRAND FORKS, MINNESOTA

REMOVAL & CONSTRUCTION PLAN

SHEET NO. C4.6

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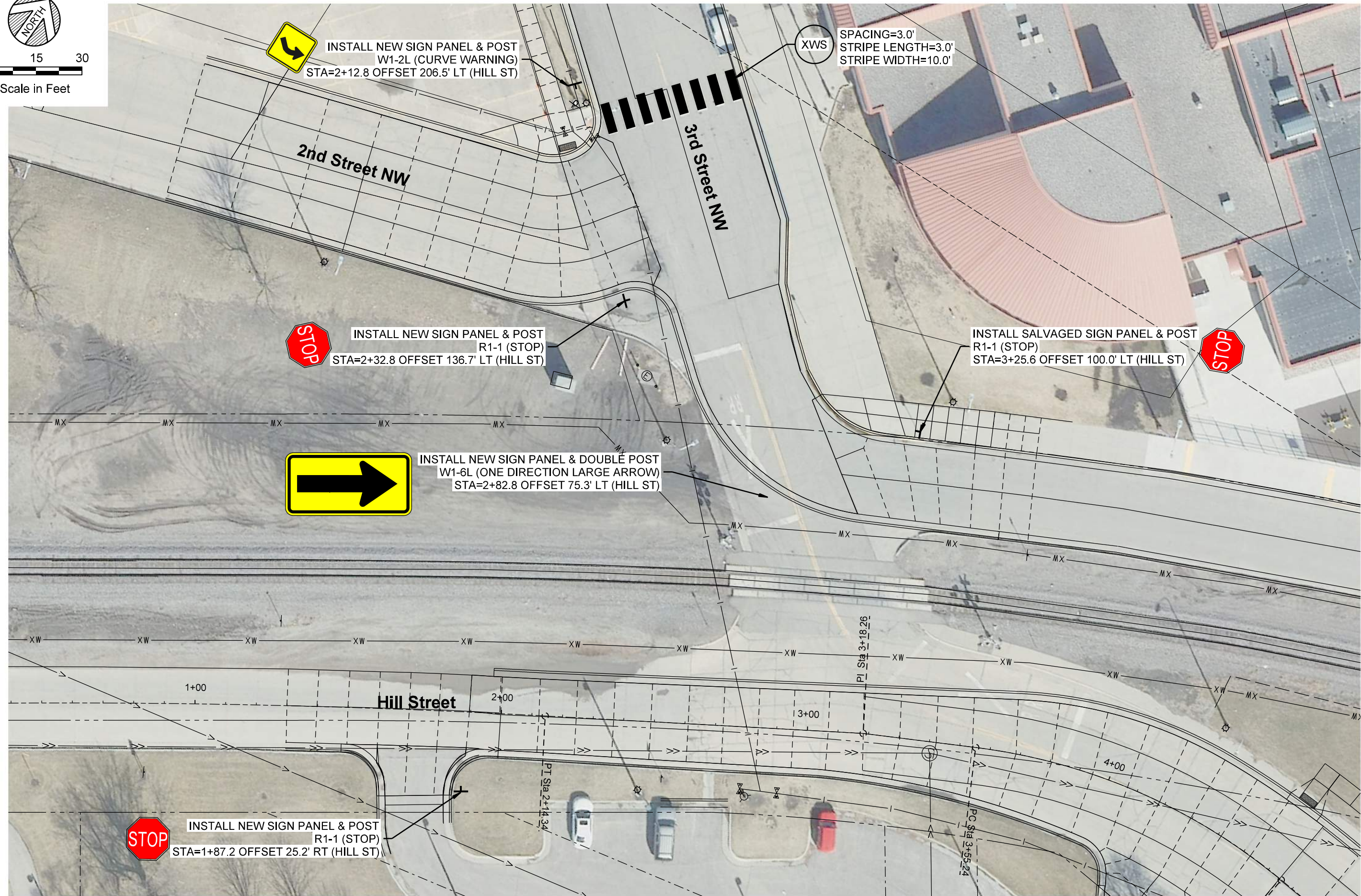
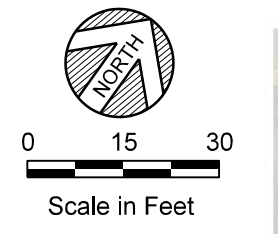
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4/20/2023

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SEE SHEET C5.2 FOR ABBREVIATION LEGEND

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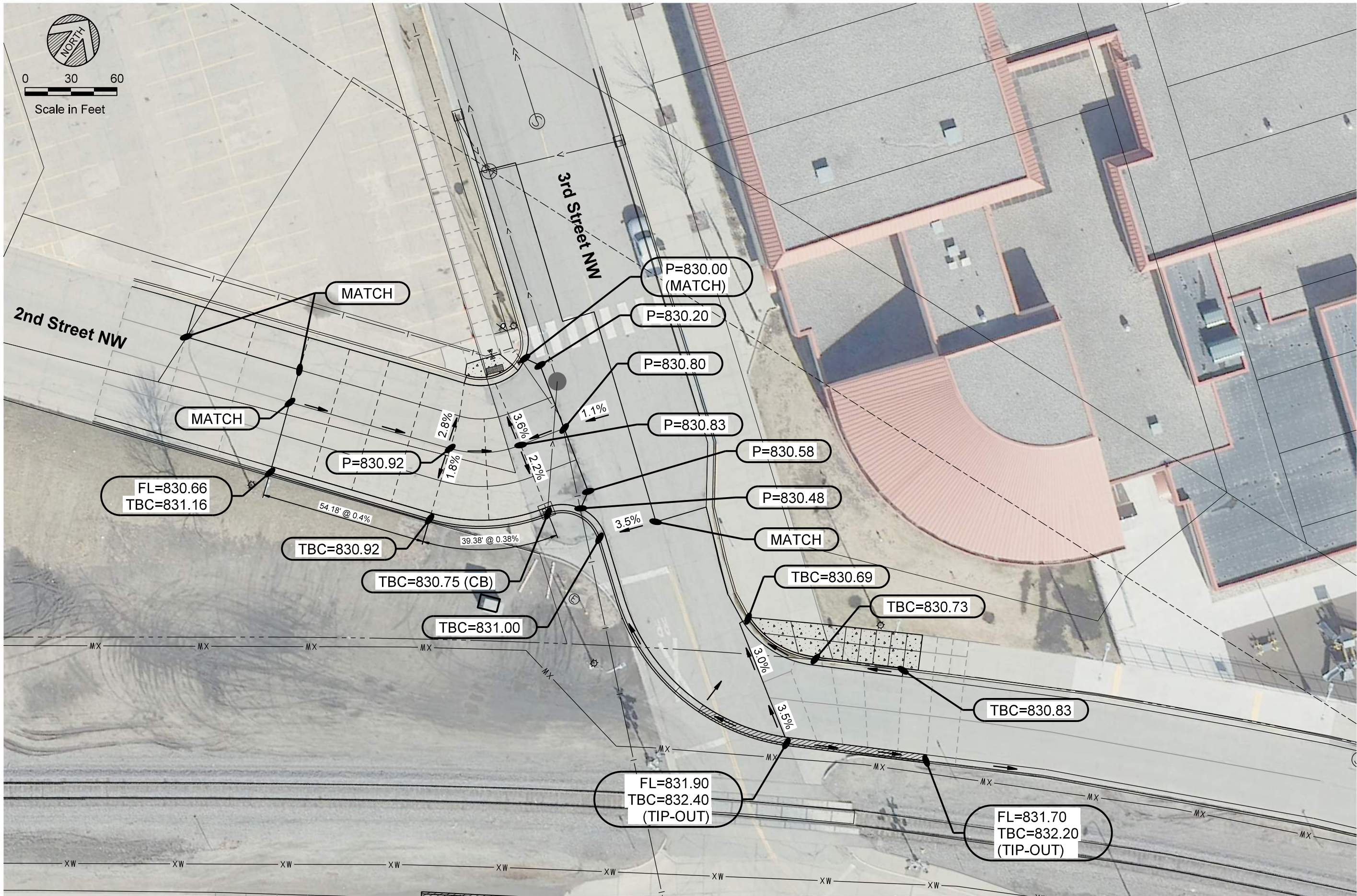
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STEVEN R. EMERY DATE: 04/20/2023 LIC. NO. 41354

DATE	SCALE	DRAWN BY	CHECKED BY:	JOB NUMBER
04/20/2023	AS SHOWN	MBA	SRE	33358-2020-11835

2022 CITY PROJECT NO. 3
QUIET ZONE - STREET & SIDEWALK IMPROVEMENTS
EAST GRAND FORKS, MINNESOTA
SIGNING & STRIPING PLAN

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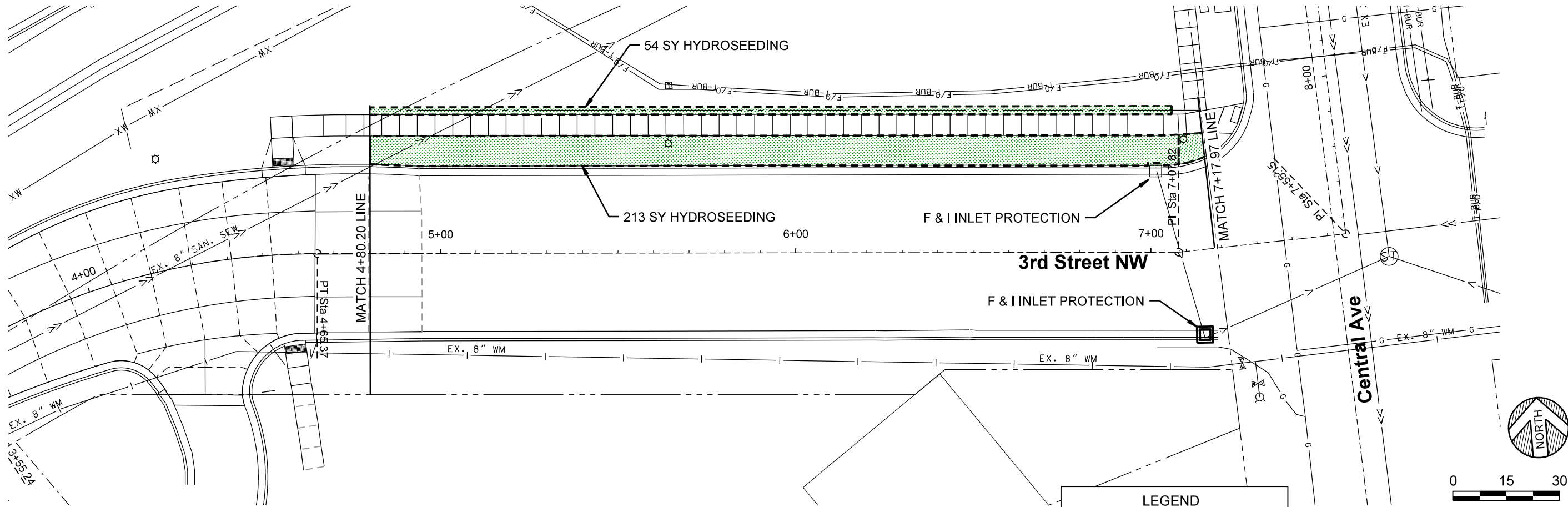


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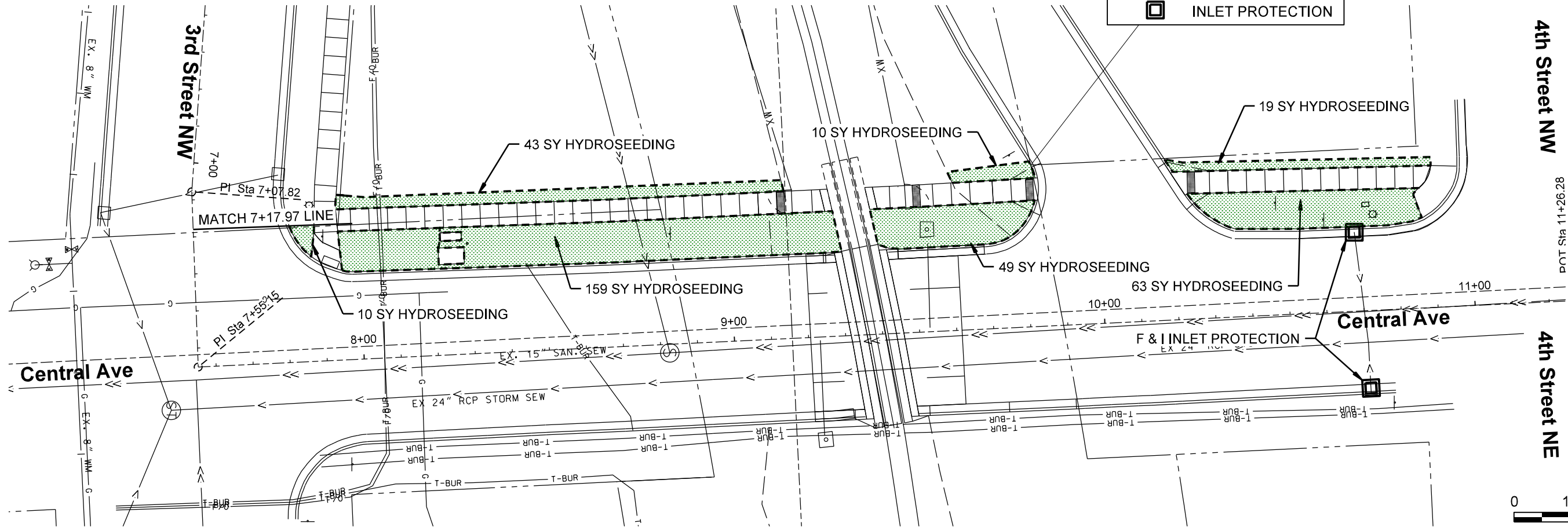
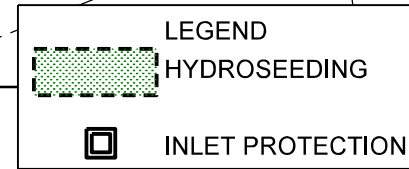
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JOB NUMBER:	32358-2020-1135

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4/20/2023



EROSION CONTROL PLAN

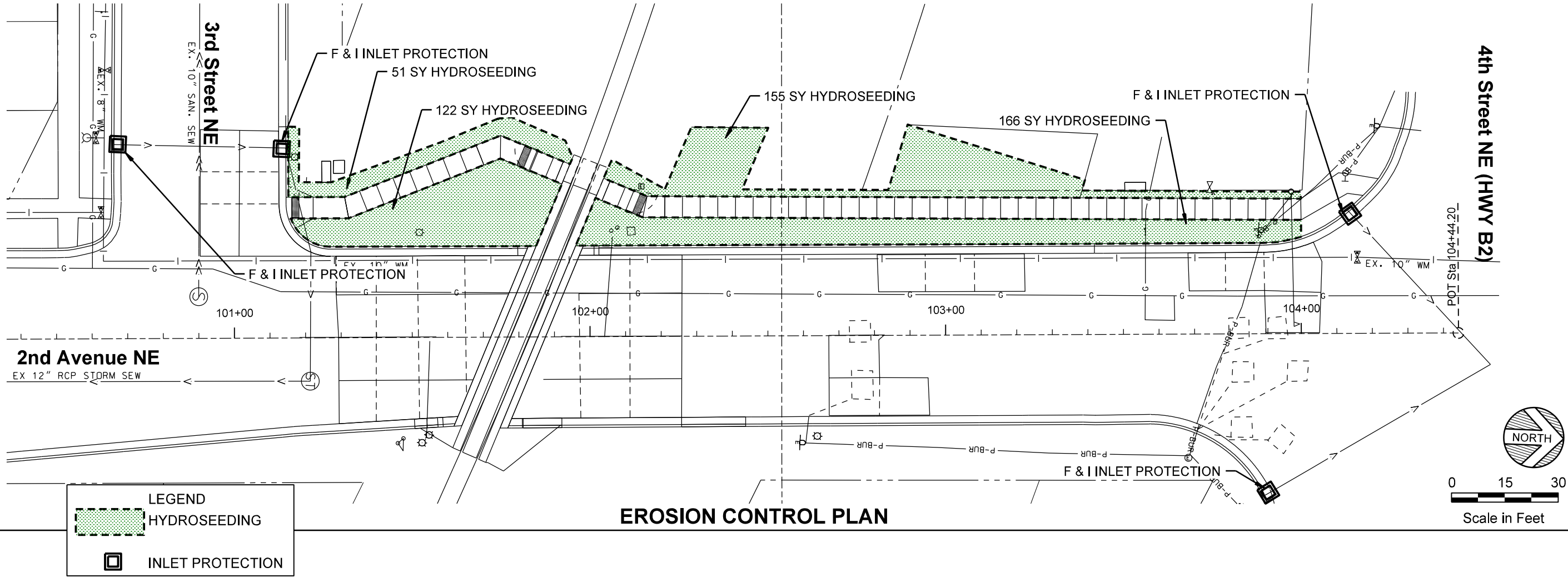


EROSION CONTROL PLAN



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SHEET OF		BY: STEVEN R. EMERY	BY: STEVEN R. EMERY	BY: STEVEN R. EMERY	BY: STEVEN R. EMERY
		DATE: 04/20/2023	DATE: 04/20/2023	DATE: 04/20/2023	DATE: 04/20/2023
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2022 CITY PROJECT NO. 3

QUIET ZONE - STREET & SIDEWALK IMPROVEMENTS

EAST GRAND FORKS, MINNESOTA

EROSION CONTROL PLAN

SHEET NO.

C7.2

SHEET OF

DATE: 04/20/23

SCALE: AS SHOWN

DRAWN BY: MBA

CHECKED BY: SRE

JOB NUMBER: 32358-2020-11935

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STEVEN R. EMERY

DATE: 04/20/2023

LIC. NO. 41364

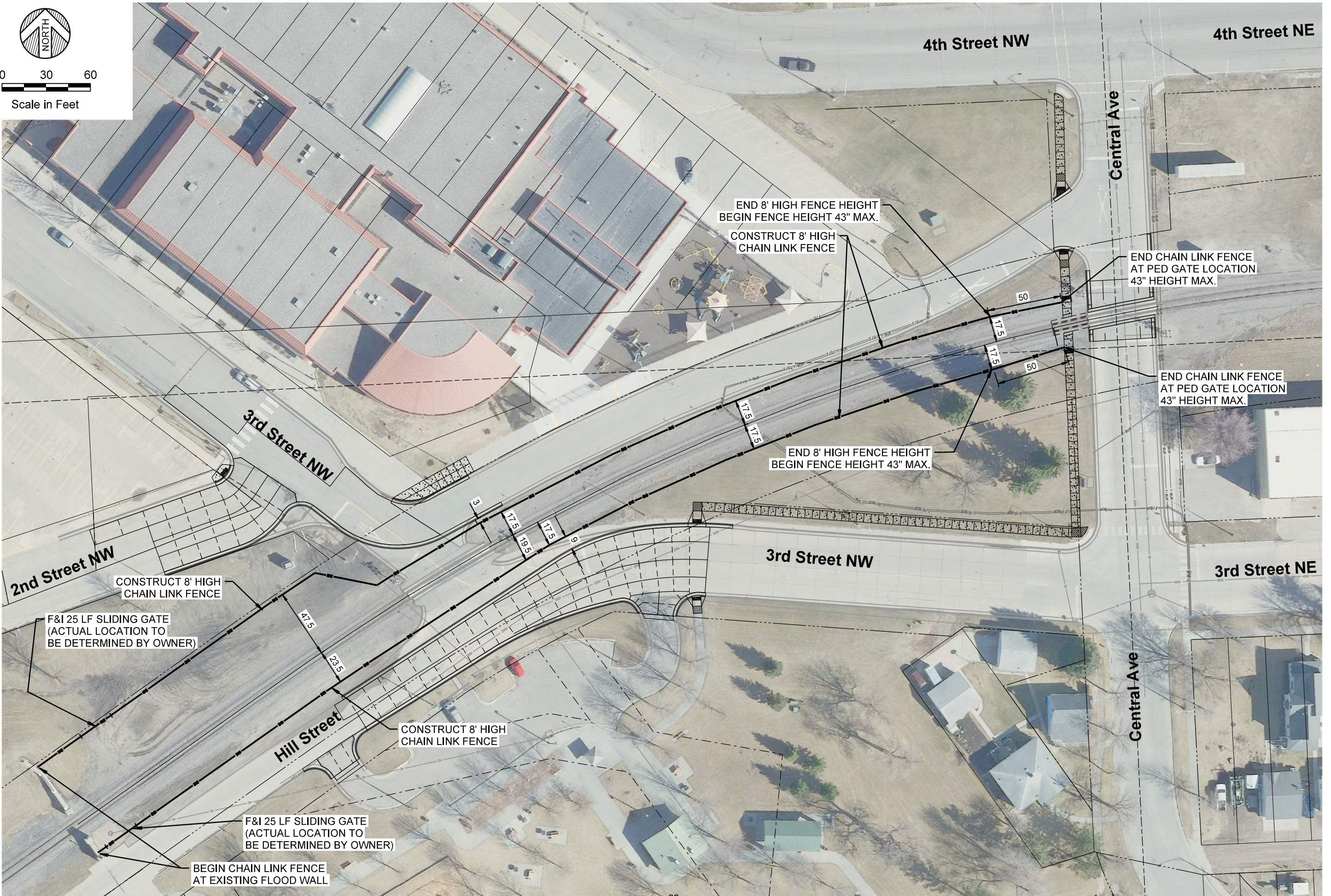
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DATE: 4/20/2023
PROJECT: 2022 City of East Grand Forks
SHEET: 89 of 135



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2022 CITY PROJECT NO. 3

QUIET ZONE - STREET & SIDEWALK IMPROVEMENTS

EAST GRAND FORKS, MINNESOTA

TRAFFIC CONTROL PLAN PHASING

DATE: 04/20/2023

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BY: [Signature]

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STEVEN R. EMERY

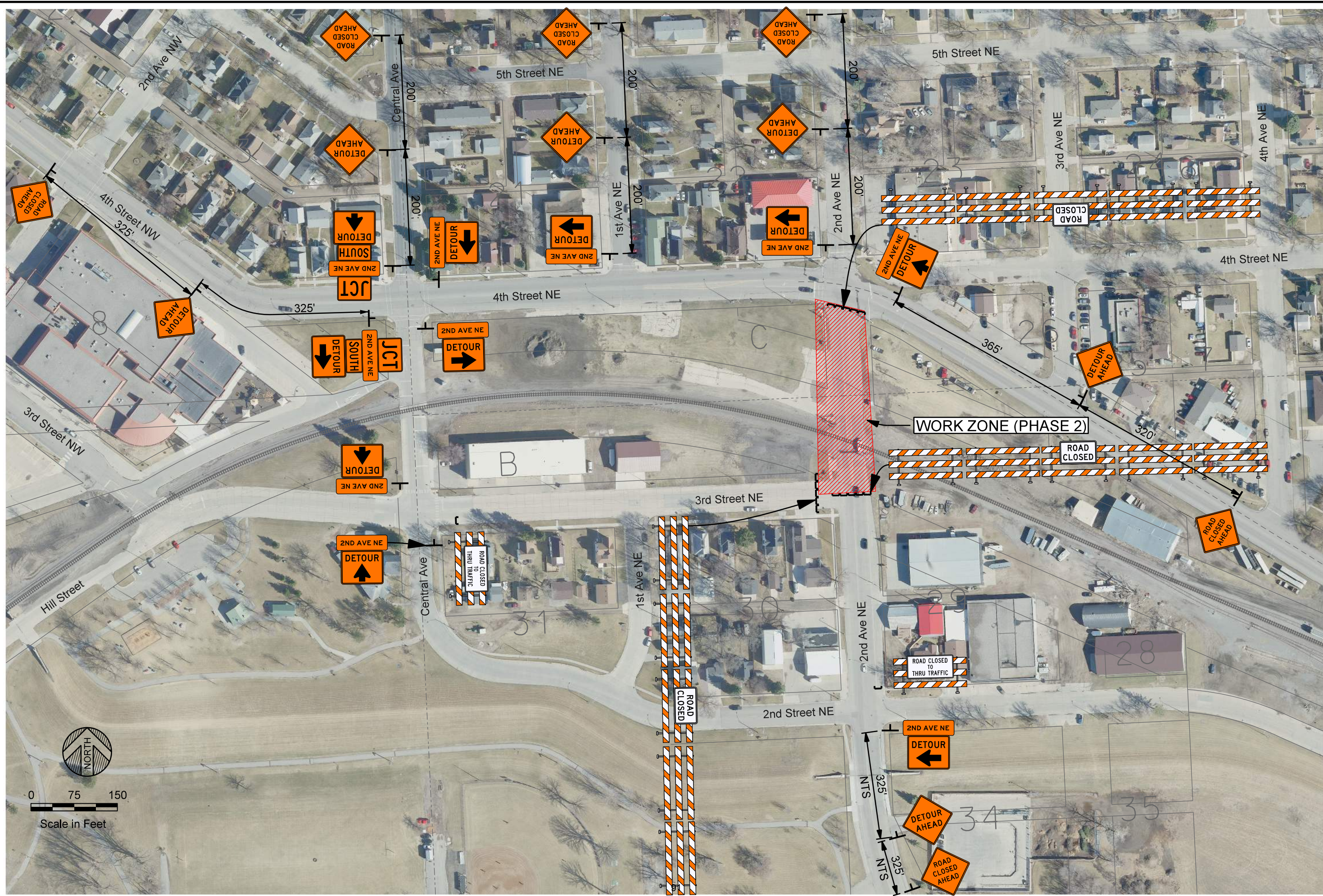
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LIC. NO. 41354

SHEET NO. C9.0

SHEET OF

MODEL: Detail
PART: 2
4/20/2023



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2022 CITY PROJECT NO. 3

QUIET ZONE - STREET & SIDEWALK IMPROVEMENTS

EAST GRAND FORKS, MINNESOTA

TRAFFIC CONTROL DETOUR PLAN (PHASE 2)

SHEET NO. C9.2

SHEET OF

DATE: 04/20/2023

SCALE: AS SHOWN

DRAWN BY: MBA

CHECKED BY:

JOB NUMBER: 32358-2024-11935

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STEVEN R. EMERY

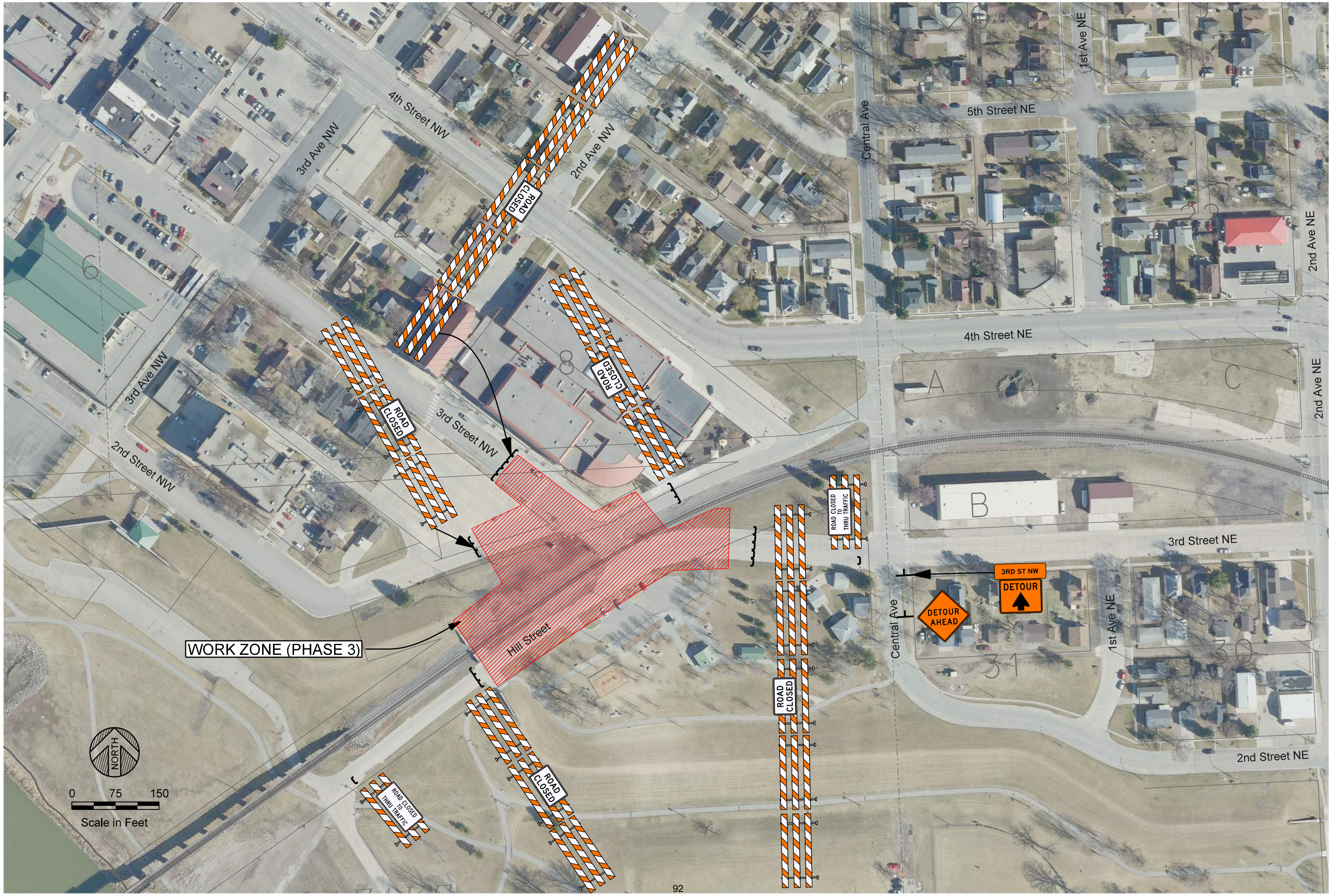
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LIC. NO. 41354

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MODEL: Detail
DATE: 4/20/2023
PROJECT: 2022 City of East Grand Forks
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BY: _____
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REVISIONS: _____
DATE: _____
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DATE: 04/20/2023
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JOB NUMBER: 32358-2024-11835

2022 CITY PROJECT NO. 3
QUIET ZONE - STREET & SIDEWALK IMPROVEMENTS
EAST GRAND FORKS, MINNESOTA
TRAFFIC CONTROL DETOUR PLAN (PHASE 3)

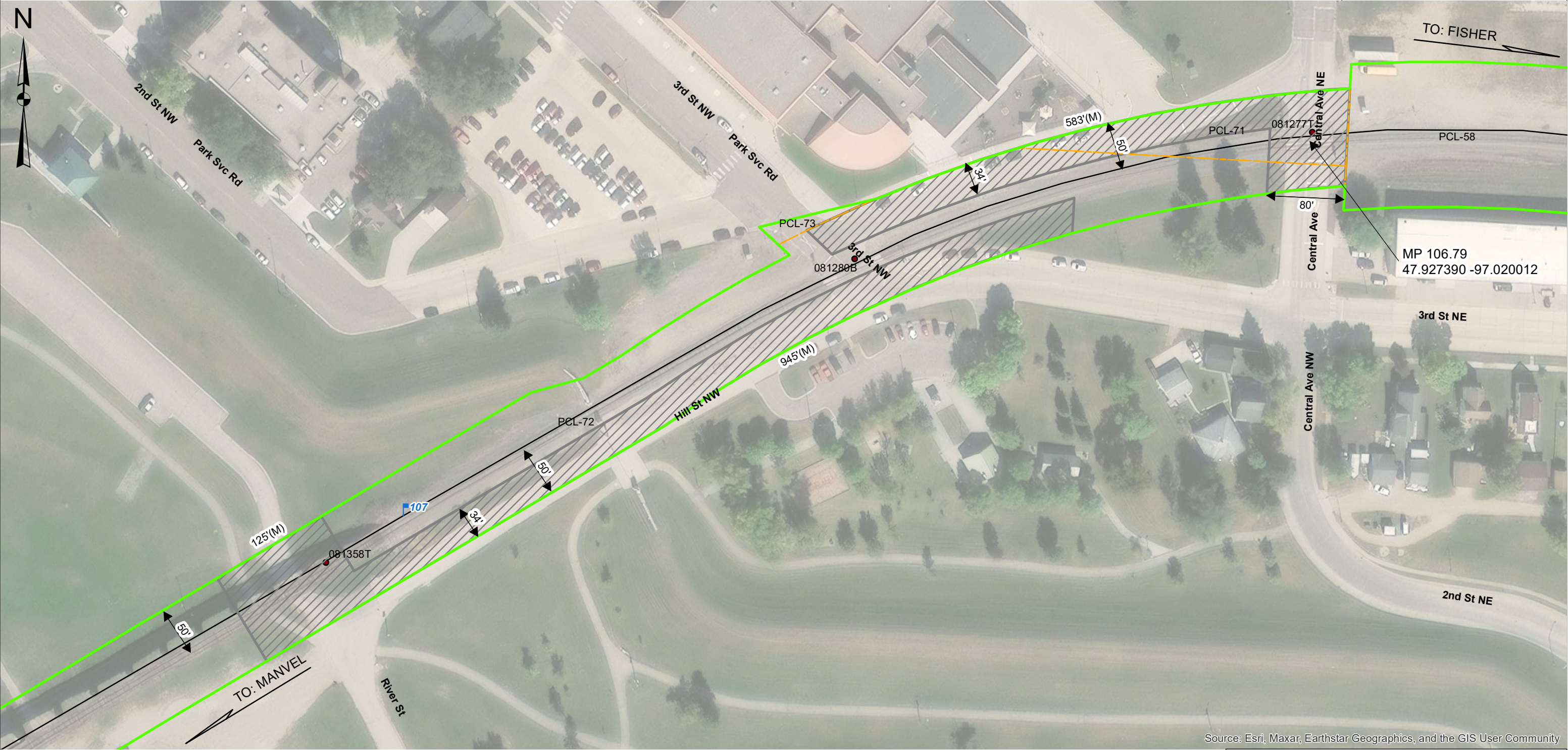
STEVEN R. EMERY
DATE: 04/20/2023
LIC. NO. 41354

Exhibit A-1

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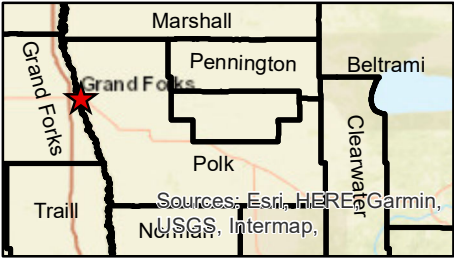
This map used by BNSF RAILWAY COMPANY in the ordinary course of business, but it is subject to audit and should be used only with the expressed understanding the BNSF make no representations whatsoever about the quality, accuracy, errors or omissions relating to this map.



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

TO: CITY OF EAST GRAND FORKS
AT: EAST GRAND FORKS
POLK COUNTY,
MN

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



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

TWIN CITIES DIVISION
GRAND FORKS SUBDIVISION - L.S. 0032-3
VAL.SEC. 69026
GN RY MN-26, MAP S-6-A
SEC. 2/2, T151N, R50W 5PM
DATE: 5/31/2024
MP 106.79

EXHIBIT B
EASEMENT AGREEMENT
FOR AT GRADE CROSSING
(C&M Agreement)

THIS EASEMENT AGREEMENT FOR SEPARATED GRADE CROSSING ("Easement Agreement") is made and entered into as of the _____ day of _____, 2024 ("**Effective Date**"), by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Grantor**"), and **CITY OF EAST GRAND FORKS**, a political subdivision of the State of Minnesota ("**Grantee**").

A. Grantor owns or controls certain real property situated at or near the vicinity of East Grand Forks, County of Polk, State of Minnesota, at Railroad Line Segment **32** Mile Post 106.79, as described or depicted on **Exhibit "A"** attached hereto and made a part hereof (the "**Premises**").

B. Grantor and its predecessors-in-interest have previously granted to Grantee a certain Easement dated June 26, 1969 by and between the Great Northern Railway Company and the City of East Grand Forks, recorded with the Polk County Recorder ("1969 Easement").

C. Grantor and its predecessors-in-interest have previously granted to Grantee a certain Easement dated March 9, 1976 by and between the Great Northern Railway Company and the City of East Grand Forks, recorded with the Polk County Recorder ("1976 Easement"). Grantor and Grantee have since entered into that certain C & M Agreement dated as of _____, 2024 concerning improvements on or near the Premises (the "**C & M Agreement**").

C. Grantee has requested that Grantor grant to Grantee an easement over the Premises for the Easement Purpose (as defined below), and Grantor and Grantee have agreed that the easement provided herein will replace and supersede the 1969 Easement and the 1976 Easement.

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

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

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

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

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

Section 1 Granting of Easement.

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

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

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

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

1.4 Release of Prior Easements. Effective upon the delivery of this fully-executed Easement Agreement by and between the parties, the rights and privileges previously granted in the 1969 and 1976 Easements shall and hereby are deemed to be released and conveyed back to Grantor. Grantee agrees to cooperate with any reasonable request of Grantor or Grantor's designee(s) as may hereafter be necessary to effectuate the release of such prior easements within the applicable public records. Grantee further agrees that the Release of Easement (attached as Exhibit "C") shall be recorded simultaneously with the Memorandum of Easement.

Section 2 Term of Easement. The term of the Permanent Easement, unless sooner terminated under provisions of this Easement Agreement, shall be perpetual.

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

the Premises. Grantee acknowledges that this Easement Agreement does not contain any implied warranties that Grantee or Grantee's Contractors (as hereinafter defined) can successfully construct or operate the Improvements.

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

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

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

Section 7 Environmental.

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

7.2 Notice of Release. Grantee shall give Grantor immediate notice to Grantor's Resource Operations Center at (800) 832-5452 of any release of Hazardous Materials on, from, or affecting the Premises. Grantee shall use its best efforts to immediately respond to any release on or from the Premises. Any violation

of Environmental Laws or any inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Grantee's use of the Premises must be immediately reported to Grantor at EnvironmentalLeases@bnsf.com. Grantee also shall give Grantor prompt notice of all measures undertaken on behalf of Grantee to investigate, remediate, respond to or otherwise cure a release or violation.

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

7.4 Soils and Materials Management.

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

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

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

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

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

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

7.8 "Environmental Law(s)" shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., CERCLA; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C.

§2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

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

Section 8 Default and Termination.

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

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

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

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

Section 9 Surrender of Premises.

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

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

- (b) repair and restore any damage to the Premises arising from, growing out of, or connected with Grantee's use of the Premises, including, but not limited to, environmental damage;
- (c) remedy any unsafe conditions on the Premises created or aggravated by Grantee; and
- (d) leave the Premises in the condition which existed as of the Effective Date.

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

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

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

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

Section 13 Recordation. It is understood and agreed that this Easement Agreement shall not be in recordable form and shall not be placed on public record and any such recording shall be a breach of this Easement Agreement. Grantor and Grantee shall execute a Memorandum of Easement in the form attached hereto as Exhibit "B" (the "**Memorandum of Easement**") subject to changes required, if any, to conform such form to local recording requirements. The Memorandum of Easement shall be recorded in the real estate records in the county where the Premises are located. If a Memorandum of Easement is not executed by the parties and recorded as described above within 30 days of the Effective Date, Grantor shall have the right to terminate this Easement Agreement upon notice to Grantee.

Section 14 Miscellaneous.

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

14.2 In the event that Grantee consists of two or more parties, all the covenants and agreements of

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

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

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

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

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

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

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

GRANTOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: _____
Name: Dean Ferris
Title: Director of Real Estate and Right of Way Management

GRANTEE:

CITY OF EAST GRAND FORKS,
a political subdivision of the State of Minnesota

By: _____

Name: _____
Title: _____

EXHIBIT "A"

Premises



EXHIBIT "B-1"

MEMORANDUM OF EASEMENT

THIS MEMORANDUM OF EASEMENT is hereby executed this _____ day of _____, 2024, by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Grantor**"), whose address for purposes of this instrument is 2500 Lou Menk Drive, Fort Worth, Texas 76131, and **CITY OF EAST GRAND FORKS**, a political subdivision of the State of Minnesota ("**Grantee**"), whose address for purposes of this instrument is _____, which terms "Grantor" and "Grantee" shall include, wherever the context permits or requires, singular or plural, and the heirs, legal representatives, successors and assigns of the respective parties:

WITNESSETH:

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

WHEREAS, Grantor and Grantee entered into an Easement Agreement, dated _____, 2024 (the "**Easement Agreement**") which set forth, among other things, the terms of an easement granted by Grantor to Grantee over and across the Premises (the "**Easement**"); and

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

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

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

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

END OF PAGE – SIGNATURE PAGE FOLLOWS



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

GRANTOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: _____
Name: Dean Ferris
Title: Director Real Estate and Right of Way Management

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the _____ day of _____, 2024, by _____ (name) as _____ (title) of **BNSF RAILWAY COMPANY**, a Delaware corporation.

Notary Public

My appointment expires: _____

(Seal)

GRANTEE:

CITY OF EAST GRAND FORKS,

By: _____
Name: _____
Title: _____

STATE OF _____ §

§

COUNTY OF _____ §

3

3

This instrument was acknowledged before me on the _____ day of _____, 2024, by _____ (name) as _____ (title) of _____, a _____.

Notary Public

My appointment expires: _____

(Seal)



EXHIBIT "B-2"
RELEASE OF EASEMENT 1



RELEASE AND TERMINATION OF EASEMENT RIGHTS

THIS RELEASE AND TERMINATION OF EASEMENT RIGHTS ("**Release**") is made and entered into to be effective as of the ____ day of _____, 20__ (the "**Effective Date**") by **CITY OF EAST GRAND FORKS** ("**Releasor**"), for the benefit of **BNSF RAILWAY COMPANY**, a Delaware corporation, and its successors and assigns (collectively, "**Releasee**").

RECITALS:

A. Pursuant to that certain recorded Easement dated March 9, 1976 (the "**Easement**"), Releasor was granted certain easement rights by **Great Northern Railway Company** (the "**Original Grantor**") across certain real property ("**Property**") described as follows, to wit:

[insert legal description].

B. Releasee has acquired or otherwise controls the Property and is successor-in-interest to the Original Grantor.

C. Releasor desires to release and terminate any rights, titles, or interests it may have in or to the Easement affecting the Property.

RELEASE:

NOW THEREFORE, Releasor does hereby irrevocably **TERMINATE, DISCHARGE, RELEASE, RELINQUISH, ABANDON, DISCHARGE, and QUITCLAIM** any rights, titles, or interests Releasor may have in or to the Easement, and any and all rights, titles, or interests arising thereunder, and declares that such Easement and said rights, titles, and interests arising thereunder are **NULL and VOID** and shall have **NO FURTHER FORCE AND EFFECT**, and that the Property shall hereinafter be forever held and transferred free and clear of the Easement, and Releasor acknowledges and confirms that it no longer has any rights in or to the Easement. Releasor further agrees to execute and deliver any further documents or instruments that may be reasonably necessary to evidence or confirm such release.



EXECUTED to be effective as of the Effective Date hereinabove written.

RELEASOR:

CITY OF EAST GRAND FORKS

By: _____

Name: _____

Title: _____

STATE OF MINNESOTA §

COUNTY OF POLK §

This instrument was acknowledged before me this ____ day of _____, 20____, by _____,
as _____ of _____, a _____, on behalf of said
_____.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

{seal}

Notary Public, State of _____

My commission expires: _____

AFTER RECORDING RETURN TO:

BNSF Railway Company
2650 Lou Menk Drive, MOB2
Fort Worth, Texas 76131-2830
Attn: _____



EXHIBIT "B-3"
RELEASE OF EASEMENT 2



RELEASE AND TERMINATION OF EASEMENT RIGHTS

THIS RELEASE AND TERMINATION OF EASEMENT RIGHTS ("**Release**") is made and entered into to be effective as of the ____ day of _____, 20__ (the "**Effective Date**") by **CITY OF EAST GRAND FORKS** ("**Releasor**"), for the benefit of **BNSF RAILWAY COMPANY**, a Delaware corporation, and its successors and assigns (collectively, "**Releasee**").

RECITALS:

A. Pursuant to that certain recorded Easement dated [June 26, 1969](#) (the "**Easement**"), Releasor was granted certain easement rights by [Great Northern Railway Company](#) (the "**Original Grantor**") across certain real property ("**Property**") described as follows, to wit:

[\[insert legal description\]](#).

B. Releasee has acquired or otherwise controls the Property and is successor-in-interest to the Original Grantor.

C. Releasor desires to release and terminate any rights, titles, or interests it may have in or to the Easement affecting the Property.

RELEASE:

NOW THEREFORE, Releasor does hereby irrevocably **TERMINATE, DISCHARGE, RELEASE, RELINQUISH, ABANDON, DISCHARGE, and QUITCLAIM** any rights, titles, or interests Releasor may have in or to the Easement, and any and all rights, titles, or interests arising thereunder, and declares that such Easement and said rights, titles, and interests arising thereunder are **NULL and VOID** and shall have **NO FURTHER FORCE AND EFFECT**, and that the Property shall hereinafter be forever held and transferred free and clear of the Easement, and Releasor acknowledges and confirms that it no longer has any rights in or to the Easement. Releasor further agrees to execute and deliver any further documents or instruments that may be reasonably necessary to evidence or confirm such release.



EXECUTED to be effective as of the Effective Date hereinabove written.

RELEASOR:

CITY OF EAST GRAND FORKS

By: _____

Name: _____

Title: _____

STATE OF MINNESOTA §

COUNTY OF POLK §

This instrument was acknowledged before me this ____ day of _____, 20____, by _____,
as _____ of _____, a _____, on behalf of said
_____.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

{seal}

Notary Public, State of _____

My commission expires: _____

AFTER RECORDING RETURN TO:

BNSF Railway Company
2650 Lou Menk Drive, MOB2
Fort Worth, Texas 76131-2830
Attn: _____



EXHIBIT "C"

CONTRACTOR REQUIREMENTS

1. General

1. The Contractor must cooperate with BNSF RAILWAY COMPANY, hereinafter referred to as "Railway" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the construction of Central Ave near and around railroad crossing DOT# 081277T
2. The Contractor must execute and deliver to the Railway duplicate copies of the Exhibit "C-1" Agreement, in the form attached hereto, obligating the Contractor to provide and maintain in full force and effect the insurance called for under Section 3 of said Exhibit "C-1". Questions regarding procurement of the Railroad Protective Liability Insurance should be directed to Rosa Martinez at Marsh, USA, 214-303-8519.
3. The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.
4. The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations. Railway will have the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by Railway; (ii) Contractor (or any of its subcontractors), in Railway's opinion, prosecutes the Project work in a manner which is hazardous to Railway property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Contractor fails to pay Railway for the Temporary Construction License or the Easement. The work stoppage will continue until all necessary actions are taken by Contractor or its subcontractor to rectify the situation to the satisfaction of Railway's Division Engineer or until additional insurance has been delivered to and accepted by Railway. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, Railway may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of Railway. Railway's right to stop the work is in addition to any other rights Railway may have including, but not limited to, actions or suits for damages or lost profits. In the event that Railway desires to stop construction work on the Project, Railway agrees to immediately notify the following individual in writing:



Reid Huttunen, City Administrator
City of East Grand Forks
Phone: 218-773-2483
Email: RHuttunen@egf.mn

5. The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to environmental laws and regulations (including but not limited to the Resource Conservation and Recovery Act, as amended; the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA), and health and safety laws and regulations. The Contractor hereby indemnifies, defends and holds harmless Railway for, from and against all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railway which arise out of Contractor's work under this Agreement.
6. The Contractor must notify **The City of East Grand Forks** at 218-773-2483 and Railway's Manager Public Projects, telephone number 763-782-3476 at least thirty (30) calendar days before commencing any work on Railway Property. Contractor's notification to Railway must refer to Railway's file BF-20265886.
7. For any bridge demolition and/or falsework above any tracks or any excavations located with any part of the excavations located within, whichever is greater, twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 2 horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor must furnish the Railway five sets of working drawings showing details of construction affecting Railway Property and tracks. The working drawing must include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and two sets of structural calculations of any falsework, shoring or cribbing. For all excavation and shoring submittal plans, the current "BNSF-UPRR Guidelines for Temporary Shoring" must be used for determining the design loading conditions to be used in shoring design, and all calculations and submittals must be in accordance with the current "BNSF-UPRR Guidelines for Temporary Shoring". All submittal drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. All calculations must take into consideration railway surcharge loading and must be designed to meet American Railway Engineering and Maintenance-of-Way Association (previously known as American Railway Engineering Association) Coopers E-80 live loading standard. All drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. The Contractor must not begin work until notified by the Railway that plans have been approved. The Contractor will be



required to use lifting devices such as, cranes and/or winches to place or to remove any falsework over Railway's tracks. In no case will the Contractor be relieved of responsibility for results obtained by the implementation of said approved plans.

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

2. **Contractor Safety Orientation**

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

3. **Railway Requirements**

1. The Contractor must take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railway facilities resulting from Contractor's operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by the Agency.
2. The Contractor must notify the Railway's Division Engineer Steve Lyne at 402-304-6670 and provide blasting plans to the Railway for review seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railway's Property.
3. The Contractor must abide by the following temporary clearances during construction:

15'-0" Horizontally from centerline of nearest track
21'-6" Vertically above top of rail



- 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts
- 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
- 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
- 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts

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

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

1. Any infringement within State statutory clearances due to the Contractor's operations must be submitted to the Railway and to the **City of East Grand Forks** and must not be undertaken until approved in writing by the Railway, and until the **City of East Grand Forks** has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railway approval, and/or the State Regulatory Authority's approval.
2. In the case of impaired vertical clearance above top of rail, Railway will have the option of installing tell-tales or other protective devices Railway deems necessary for protection of Railway operations. The cost of tell-tales or protective devices will be borne by the Agency.
3. The details of construction affecting the Railway's Property and tracks not included in the contract plans must be submitted to the Railway by **The City of East Grand Forks** for approval before work is undertaken and this work must not be undertaken until approved by the Railway.
4. At other than public road crossings, the Contractor must not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor must obtain a "Temporary Construction Crossing Agreement" from the Railway prior to moving his equipment or materials across the Railways tracks. The temporary crossing must be gated and locked at all times when not required for use by the Contractor. The temporary crossing for use of the Contractor will be constructed and, at the completion of the project, removed at the expense of the Contractor.
5. Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the **Railway's Resource Operations Center at 1(800) 832-5452**, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a



treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.

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

1. **Contractor Roadway Worker on Track Safety Program and Safety Action Plan**

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



background information to Railroad's designee. Contractor shall be subject to periodic audit to ensure compliance.

3. Contractor subject to the e-RAILSAFE Program hereunder shall not permit any of its employees, subcontractors or agents to perform services hereunder who are not first approved under e-RAILSAFE Program standards. Railroad shall have the right to deny entry onto its premises or access as described in this section above to any of Contractor's employees, subcontractors or agents who do not display the authorized identification badge issued by a background screening service meeting the standards set forth in the e-RAILSAFE Program, or who in Railroad's opinion, which may not be unreasonable, may pose a threat to the safety or security of Railroad's operations, assets or personnel.
4. Contractors shall be responsible for ensuring that its employees, subcontractors and agents are United States citizens or legally working in the United States under a lawful and appropriate work VISA or other work authorization.

1. **Railway Flagger Services**

1. The Contractor must give Railway's **Roadmaster Nels Christianson (telephone 701-795-1266)** a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Roadmaster can make appropriate arrangements (i.e., bulletin the flagger's position). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Roadmaster five (5) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.
2. Unless determined otherwise by Railway's Project Representative, Railway flagger will be required and furnished when Contractor's work activities are located over, under and/or within twenty-five (25) feet measured horizontally from centerline of the nearest track and when cranes or similar equipment positioned beyond 25-feet from the track centerline could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:
 1. When, upon inspection by Railway's Representative, other conditions warrant.
 2. When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.



3. When work in any way interferes with the safe operation of trains at timetable speeds.
 4. When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.
 5. Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.
3. Flagging services will be performed by qualified Railway flaggers.
1. Flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railways Representative.
 2. Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.
 3. The cost of flagger services provided by the Railway will be borne by **BNSF**. The estimated cost for one (1) flagger is approximately between \$1,200.00-\$2,000.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, vehicle, transportation, meals, lodging, radio, equipment, supervision and other costs incidental to performing flagging services. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. **THE FLAGGING RATE IN EFFECT AT THE TIME OF PERFORMANCE BY THE CONTRACTOR HEREUNDER WILL BE USED TO CALCULATE THE ACTUAL COSTS OF FLAGGING PURSUANT TO THIS PARAGRAPH.**
 4. The average train traffic on this route is 8 freight trains per 24-hour period at a timetable speed 20 MPH and N/A passenger trains at a timetable speed of N/A MPH.

1. **Contractor General Safety Requirements**



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



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



1. Excavation

1. Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within the Project work area. The Contractor must determine whether excavation on Railway's Property could cause damage to buried cables resulting in delay to Railway traffic and disruption of service to users. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits. Before commencing excavation, the Contractor must contact **BNSF's Field Engineering Representative Dan Peltier (763-782-3495)**. All underground and overhead wires will be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. **It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.**
2. The Contractor must cease all work and notify the Railway immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work must be performed until the exact location has been determined. There will be no exceptions to these instructions.
3. All excavations must be conducted in compliance with applicable OSHA regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.
4. Any excavations, holes or trenches on the Railway's Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that Railway employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.

2. **Hazardous Waste, Substances and Material Reporting:**

1. If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any non-containerized commodity or material, on or adjacent to Railway's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this Agreement, Contractor must immediately: (a) notify the Railway's Resource Operations Center at 1(800) 832-5452, of such discovery: (b) take safeguards



necessary to protect its employees, subcontractors, agents and/or third parties: and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release.

3. Personal Injury Reporting

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



NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

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

Injured Person Type:

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

If train involved, Train ID:

Transmit attached information to Accident/Incident Reporting Center by:

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

Officer Providing Information:

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

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



NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

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

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

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

Name (Last/First/MI): _____

Age: _____ Gender (if available): _____

Company: _____

eRailsafe Badge Number: _____ Expiration Date: _____

BNSF Contractor Badge Number: _____ Expiration Date: _____

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

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

Work activity in progress at time of accident: _____

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

Treatment:

1. First Aid Only
2. Required Medical Treatment
3. Other Medical Treatment: _____

Dr. Name: _____ Date: _____

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

Hospital Name: _____

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

Diagnosis: _____

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



EXHIBIT "C-1"

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

Railway File: _____

Agency Project: _____

_____, (hereinafter called "Contractor"), has entered into an agreement (hereinafter called "Agreement") dated _____, 20__, with **the City of East Grand Forks** for the performance of certain work in connection with the following project: Construction of Central Ave near and around railroad crossing DOT# 081277T. Performance of such work will necessarily require Contractor to enter **BNSF RAILWAY COMPANY** (hereinafter called "Railway") right of way and property (hereinafter called "Railway Property"). The Agreement provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for **the City of East Grand Forks** (i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

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

1) RELEASE OF LIABILITY AND INDEMNITY

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



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

- B. It is mutually negotiated between the parties that the indemnification obligation shall include all claims brought by Contractor's employees against Railway, its agents, servants, employees or otherwise, and Contractor expressly waives its immunity under the industrial insurance act (RCW Title 51) and assumes potential liability for all actions brought by its employees.**
- C. THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR INCLUDES ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT, INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE LOCOMOTIVE INSPECTION ACT, WHENEVER SO CLAIMED.**
- D. Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.**



- E. In addition to any other provision of this Agreement, in the event that all or any portion of this Article shall be deemed to be inapplicable for any reason, including without limitation as a result of a decision of an applicable court, legislative enactment or regulatory order, the parties agree that this Article shall be interpreted as requiring Contractor to indemnify Railway to the fullest extent permitted by applicable law. **THROUGH THIS AGREEMENT THE PARTIES EXPRESSLY INTEND FOR CONTRACTOR TO INDEMNIFY RAILWAY FOR RAILWAY'S ACTS OF NEGLIGENCE.**
- F. It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement survive any termination of this Agreement.

2) TERM

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

3) INSURANCE

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

- A. Commercial General Liability insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000 but in no event less than the amount otherwise carried by the Contractor. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limit to the following:
- ◆ Bodily Injury and Property Damage
 - ◆ Personal Injury and Advertising Injury
 - ◆ Fire legal liability
 - ◆ Products and completed operations



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

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

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to **Railway** employees.

No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.

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

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

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

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



- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

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

- ◆ Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
- ◆ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

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

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

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

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



arising out of the acts or omissions of the contractor named on the Declarations.

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

Other Requirements:

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

Contractor agrees to waive its right of recovery against **Railway** for all claims and suits against **Railway**. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against **Railway** for all claims and suits. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against **Railway** for loss of its owned or leased property or property under Contractor's care, custody or control.

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

Contractor is not allowed to self-insure without the prior written consent of **Railway**. If granted by **Railway**, any self-insured retention or other financial responsibility for claims shall be covered directly by Contractor in lieu of insurance. Any and all **Railway** liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Contractor's insurance will be covered as if Contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

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

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



Email: BNSF@certfocus.com
www.certfocus.com

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

Any insurance policy shall be written by a reputable insurance company acceptable to **Railway** or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

If coverage is purchased on a "claims made" basis, Contractor hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this Agreement. Annually Contractor agrees to provide evidence of such coverage as required hereunder.

Contractor represents that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Agreement.

Not more frequently than once every five years, **Railway** may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by Contractor, Contractor shall require that the subcontractor shall provide and maintain insurance coverage(s) as set forth herein, naming **Railway** as an additional insured, and shall require that the subcontractor shall release, defend and indemnify **Railway** to the same extent and under the same terms and conditions as Contractor is required to release, defend and indemnify **Railway** herein.

Failure to provide evidence as required by this section shall entitle, but not require, **Railway** to terminate this Agreement immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Contractor's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by **Railway** shall not be limited by the amount of the required insurance coverage.

In the event of a claim or lawsuit involving **Railway** arising out of this agreement, Contractor will make available any required policy covering such claim or lawsuit.



These insurance provisions are intended to be a separate and distinct obligation on the part of the Contractor. Therefore, these provisions shall be enforceable and Contractor shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.

For purposes of this section, **Railway** shall mean "Burlington Northern Santa Fe LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

4) SALES AND OTHER TAXES

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



and expense, contest in Contractor's own name the validity, applicability or amount of such Sales Tax and allow Railway to control and conduct such contest.

- C. Railway retains the right to withhold from payments made under this Agreement amounts required to be withheld under tax laws of any jurisdiction. If Contractor is claiming a withholding exemption or a reduction in the withholding rate of any jurisdiction on any payments under this Agreement, before any payments are made (and in each succeeding period or year as required by law), Contractor agrees to furnish to Railway a properly completed exemption form prescribed by such jurisdiction. Contractor shall be responsible for any taxes, interest or penalties assessed against Railway with respect to withholding taxes that Railway does not withhold from payments to Contractor.

5) EXHIBIT "C" CONTRACTOR REQUIREMENTS

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

6) TRAIN DELAY

- A. Contractor is responsible for and hereby indemnifies and holds harmless Railway (including its affiliated railway companies, and its tenants) for, from and against all damages arising from any unscheduled delay to a freight or passenger train which affects Railway's ability to fully utilize its equipment and to meet customer service and contract obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment, contractual loss of incentive pay and bonuses and contractual penalties resulting from train delays, whether caused by Contractor, or subcontractors, or by the Railway performing work under this Agreement. Railway agrees that it will not perform any act to unnecessarily cause train delay.



- B.** For loss of use of equipment, Contractor will be billed the current freight train hour rate per train as determined from Railway's records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.
- C.** Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway and its customer(s). Under these arrangements, if Railway does not meet its contract service commitments, Railway may suffer loss of performance or incentive pay and/or be subject to penalty payments. Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.
- D.** The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway confidentiality obligations. The rate then in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of train delay pursuant to this agreement.
- E.** Contractor and its subcontractors must give Railway's representative Nels Christianson 701-795-1266 (4) weeks advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the project. Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor's expenses for the project.
- F.** Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.

SIGNATURE PAGE FOLLOWS



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

_____	BNSF RAILWAY COMPANY
Contractor Legal Name	
Signature:_____	Signature:_____
Printed Name:_____	Printed Name:_____
Title:_____	Title: <u>Manager Public Projects</u>
Date:_____	Date:_____

Accepted and effective this _____ day of 20__.

Contact Person:_____	
Address:_____	
City:_____	
State:_____	Zip:_____
Fax:_____	
Phone:_____	
E-mail:_____	



EXHIBIT D

AUTHORITY FOR EXPENDITURE

LOCATION : MINNESOTA/NO D	LINE SEGMENT : 32	AFE NUMBER :
PLANITEM NUMBER : 933810000	MILEPOST : 106.6 TO 106.9	RFA NUMBER : 5901324
PROPERTY OF : BNSF RAILWAY COMPANY	DIVISION : TC	CPAR NUMBER : CB960023
OPERATED BY : BNSF RAILWAY COMPANY	SUBDIVISION : GRAND FORKS	BUDGET YEAR : 2024
JOINT FACILITY : EAST GRAND FORKS	TRACK TYPE : S	BUDGET CLASS : 6
% BILLABLE (+/-) : 100.0	TAX STATE : MN	REPORTING OFFICE : 124
	SPONSOR : VP ENGINEERING	CENTER/ROLLUP : 13537

PURPOSE, JUSTIFICATION AND DESCRIPTION

PIP, TCW DIV, GRAND FORKS SUB, DOT# 081277T, LS 32, MP 106.6 TO 106.9,100% BILLABLE TO E GRAND FORKS. CITY OF EAST GRAND FORKS TO FUND THE EXTENSION OF DOT# 081277T CENTRAL AVE TO ACCOMMODATE PEDESTRIAN FACILITIES ON THE WEST SIDE OF THE CROSSING.

PRIMARY FUNDING SOURCE IS FHWA

** BUY AMERICA(N) APPLIES **

PLAN ITEM	LINE SEG	BEG MP	END MP	TRK NBR	BEGIN STATION	END STATION	PROJECT TYPE	BUD YEAR
933810000	32	106.6	106.9	S	MINNESOTA/NO	MINNESOTA/NO D	PUBLIC IMPROVEMENT PROJECT	2024

	CASH CAPITAL	NONCASH CAPITAL	OPERATING EXP	REMOVAL COSTS	BILLABLE	TOTALS
LABOR COSTS	0	0	0	0	36,949	36,949
MATERIAL COSTS	0	0	0	0	32,532	32,532
OTHER COSTS	0	0	0	0	7,108	7,108
TOTALS	0	0	0	0	76,589	76,589

SYSTEM MAINTENANCE AND PLANNING

ESTIMATE REF. NUMBER: 5901324

COSTING DATE: 01/01/2024

PRINTED ON: 02/16/2024

ESTIMATED BY: MORGAN

PRINTED BY: MORGAN

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

BNSF RAILWAY COMPANY
FHPM ESTIMATE FOR
EAST GRAND FORKS

LOCATION MINNESOTA/NO D

DETAILS OF ESTIMATE

PLAN ITEM : 933810000

VERSION : 2

PURPOSE, JUSTIFICATION AND DESCRIPTION

PIP, TCW DIV, GRAND FORKS SUB, DOT# 081277T, LS 32, MP 106.6 TO 106.9,
CITY OF EAST GRAND FORKS TO FUND THE EXTENSION OF DOT# 081277T CENTRAL AVE TO ACCOMMODATE PEDESTRIAN FACILITIES
ON THE WEST SIDE OF THE CROSSING.

REQUESTED BY ALEX FIORINI ON 6/9/23
PRIMARY FUNDING SOURCE IS FHWA
** BUY AMERICA(N) APPLIES **

DESCRIPTION	QUANTITY	U/M	COST	TOTAL \$

LABOR				

PLACE FIELD WELDS - CAP	107.0	MH	4,251	
REPLACE PUBLIC CROSSING - TOTAL REHAB	64.0	MH	2,408	
REPLACE TRACK PANELS - CAP	10.0	MH	377	
SIGNAL LABOR - CAP	8.0	MH	352	
SURFACE TRACK - REPLACEMENT - CAP	24.0	MH	928	
UNLOAD BALLAST - REPLACEMENT - CAP	6.0	MH	226	
UNLOAD CROSSING MATERIAL - PUBLIC - CAP	12.0	MH	452	
UNLOAD TRACK PANELS - REPLACEMENT	10.0	MH	377	
PAYROLL ASSOCIATED COSTS			6,074	
DA OVERHEADS			10,530	
EQUIPMENT EXPENSES			9,207	
INSURANCE EXPENSES			1,767	
TOTAL LABOR COST			36,949	36,949

MATERIAL				

BALLAST NT, SYSTEM AVERAGE COST	100.0	NT **	1,469	
PANEL, TRACK; 40 FT; 136 LB; SC; 10 FT; STD; WOOD	2.0	EA **	14,686	
RAIL, TRANS, 136 N; 132 W; 40 FT; UNVRSL	4.0	EA	4,924	
SIGNAL MATERIAL	150.0	EA	150	
SPIKE, TBR SCREW 3/4" X 13", F/ROAD XING	54.0	EA **	162	
WELDKIT, GENERIC FOR ALL RAIL WEIGHTS	10.0	KT **	765	
CROSSING, CONCRETE PANELS; 10 FT TIES TANGENT	24.0	FT **	4,654	
XING CONC RAMP 136 LB COMPLETE SET	1.0	ST **	360	
MATERIAL HANDLING			1,356	
ONLINE TRANSPORTATION			1,550	
USE TAX			2,135	
OFFLINE TRANSPORTATION			321	
TOTAL MATERIAL COST			32,532	32,532

OTHER				

TOTAL OTHER ITEMS COST			0	0
PROJECT SUBTOTAL				69,481
CONTINGENCIES				6,349
BILL PREPARATION FEE				759
GROSS PROJECT COST				76,589
LESS COST PAID BY BNSF				0
TOTAL BILLABLE COST				76,589