Wisconsin Department of Transportation

Division of Transportation Systems Development
Bureau of Project Development 4802 Sheboygan Avenue, Rm 601
P O Box 7916
Madison, WI 53707-7916
Telephone: (608) 266-1631
Facsimile (FAX): (608) 266-8459

1071-06-81, WISC 2015633
MN State LN - USH 53/35
Round Lake Br to Black River BR/EB Rdwy
IH 90
La Crosse County

## Letting of December 8, 2015

This is Addendum No. 01, which provides for the following:
Special Provisions

| Revised Special Provisions |  |
| :---: | :--- |
| Article <br> No. | Description |
| 3 | Prosecution and Progress |
| 4 | Traffic |
| 8 | Notice to Contractor, Burlington Northern and Santa Fe Railroad Company Requirements |
| 9 | Railroad Insurance and Coordination Burlington Northern Santa Fe Railway (BNSF) |
| 12 | Notice to Contractor, Coordination with Other Projects. |


| Added Special Provisions |  |
| :---: | :---: |
| Article <br> No. | Description |
| 96 | Temporary Railroad Crossing, Item SPV.0055.01 |

## Schedule of Items

| Revised Bid Item Quantities |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Bid Item | Item Description | Unit | Old Quantity | Revise d Quantit y | Proposal Total |
| 204.0170 | Removing Fence | LF | 19,248 | -27 | 19,221 |
| 204.0220 | Removing Inlets | Each | 58 | -1 | 57 |
| 415.0090 | Concrete Pavement 9-Inch | SY | 17,271 | 1,440 | 18,711 |
| 522.0124 | Culvert Pipe Reinforced Concrete Class III 24Inch | LF | 2,556 | 58 | 2,614 |
| 611.0642 | Inlet Cover Type MS | Each | 43 | -2 | 41 |
| 611.3902 | Inlets Median 2 Grate | Each | 21 | -1 | 20 |
| 614.2300 | MGS Guardrail 3 | LF | 15,773 | 125 | 15,898 |
| 614.2500 | MGS Thrie Beam Transition | LF | 975 | -30 | 945 |
| 614.2620 | MGS Guardrail Terminal Type 2 | Each | 15 | 1 | 16 |
| 616.0206 | Fence Chain Link 6-FT | LF | 18,937 | -27 | 18,910 |
| 628.7005 | Inlet Protection Type A | Each | 122 | -1 | 121 |
| 634.0614 | Posts Wood 4x6-Inch x 14-FT | Each | 41 | 12 | 53 |
| 634.0616 | Posts Wood 4x6-Inch x 16-FT | Each | 82 | 1 | 83 |
| 637.2210 | Signs Type II Type H Reflective | SF | 1,033.75 | 13.50 | 1,047.25 |
| 637.2215 | Signs Type II Type H Reflective Folding | SF | 36 | 120 | 156 |
| SPV.0180.01 | Concrete Pavement 9-Inch SHES | SY | 1,600 | -1,400 | 200 |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |


| Added Bid Item Quantities |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Bid Item | Item Description | Unit | Old <br> Quantity | Revised <br> Quantity | Proposal <br> Total |  |
| SPV.0055.01 | Temporary Railroad Crossing | DOL | 0 | 65,000 | 65,000 |  |

## Plan Sheets

| Revised Plan Sheets (1071-06-79/81) |  |
| :---: | :--- |
| Plan <br> Sheet | $\quad$ Plan Sheet Title (brief description of changes to sheet) |
| 65 | Erosion Control updated for new pipe location |
| 195 | Fencing Plan updated to remove fence near rest area (placed by others) |
| 197 | Superelevation Tables updated to match adjacent rest area plan |
| 215 | Miscellaneous Quantities Updated Removing Fence and Removing Inlet items |
| 221 | Miscellaneous Quantities Updated Storm Sewer Schedule |
| 222 | Miscellaneous Quantities Updated Storm Sewer Schedule |
| 225 | Miscellaneous Quantities Updated MGS Guardrail items |
| 226 | Miscellaneous Quantities Updated Fence Chain Link 6-FT quantities |
| 227 | Miscellaneous Quantities Updated Inlet Protection items |
| 232 | Miscellaneous Quantities Updated Signs and Supports items |
| 234 | Miscellaneous Quantities Updated Signs and Supports items |
| 249 | Plan and Profile updated for beam guard, pipe location, and fencing updates |
| 250 | Plan and Profile updated for beam guard and pipe location |


| 280 | Plan and Profile updated for beam guard, pipe location, and fencing updates |
| :--- | :--- |
| 281 | Plan and Profile updated for beam guard and pipe location |
| 683 | Cross Section updated for new pipe location and addition of beam guard |
| 684 | Cross Section updated for addition of beam guard |


| Revised Plan Sheets (7190-03-71) |  |
| :---: | :---: |
| Plan | Plan Sheet Title (brief description of changes to sheet) |
| Sheet | Miscellaneous Quantities Updated Concrete Pavement 9-Inch items |
| 98 |  |


| Added Plan Sheets (1071-06-79/81) |  |
| :---: | :---: |
| Plan <br> Sheet | Plan Sheet Title (brief description of why sheet was added) |
| 234A | Miscellaneous Quantities added for Signs Type II Type H Reflective Folding and Supports <br> items |
| 509A | Standard Sign Plate R11-53 Added for Ramp Gates |
| 509B | Standard Sign Plate R11-54F Added for Ramp Gates |


| Deleted Plan Sheets (7190-03-71) |  |
| :---: | :---: |
| Plan | Plan Sheet Title (brief description of why sheet was deleted) |
| Sheet | Duplicate cross section sheets. |
| $390-$ |  |

The responsibility for notifying potential subcontractors and suppliers of these changes remains with the prime contractor.

Sincerely,

## Mike Coleman

Proposal Development Specialist Proposal Management Section

## ADDENDUM NO. 01

## 1071-06-79

November 25, 2015

## Special Provisions

## 3. Prosecution and Progress.

Replace paragraph four under section titled Project 1071-06-79/81 - IH 90, subsection Stage 1 with the following:

Construct the AT, BT, CV, DV, EU, FQ, JV, and KU temporary ramps.

## Add the following:

Northern Long-eared Bat (Myotis septentrionalis)
Northern Long-eared Bats (NLEB) have the potential to inhabit the project limits because they roost in trees and structures (bridges, culverts, buildings). Roosts may not have been observed on this project, but conditions to support the species exist. The species and all active roosts are protected by the Federal Endangered Species Act.

In order to avoid adverse impacts upon the NLEBs, no vegetation clearing and grubbing within the identified clearing and grubbing limits will be allowed from April 1 to September 30, both dates inclusive.

If the required clearing and removal is not completed by March 31, the department will suspend all clearing and associated work directly impacted by clearing. The department will issue a notice to proceed with clearing and associated work directly impacted by clearing after consulting with the United States Fish and Wildlife Service (USFWS).

Submit a schedule and description of Clearing and/or Grubbing operations with the ECIP 14 days prior to any Clearing operations. The department will determine, based on schedule and scope of work, what additional erosion control measures shall be implemented prior to the start of Clearing operations, and list those additional measures in the ECIP.

Notify the Project Leader 14 days in advance of any work on box culverts or bridges between April 1 and September 30 to allow time for department to complete the Bat Presence Structure Inspection Form.

If bats or evidence of bats are not found during the inspection, construction may proceed.
If bats or evidence of bats are found during the inspection, construction activities affecting the structure's roosting potential must stop until the WisDOT Regional Environmental Coordinator completes consultation with the Wisconsin Department of Natural Resources (WNDR) and/or United States Fish and Wildlife Service (USFWS).

## 4. Traffic.

Replace paragraph two under section titled Project 7190-03-71, subsection Stage 3A with the following:
Switch ramp traffic to the EU, FW, JV, and KU ramps.

## 8. Notice to Contractor, Burlington Northern and Santa Fe Railroad Company Requirements.

Replace entire article language with the following:

## BNSF Railway Company Requirements.

## A General

In addition to requirements of the standard specifications and other articles within these special provisions, comply with the following requirements of BNSF Railway Company (BNSF).

## B Request for Information / Clarification

All requests for information (RFI) involving work within BNSF right-of-way shall be in accordance to the procedures listed elsewhere in the special provisions. Submit all RFIs to the BNSF and cc the engineer. Allow four weeks for BNSF's review.

## C Plans / Specifications

Changes to the plans or specifications are subject to the approval of BNSF. Submit all change requests to the BNSF. Allow four weeks for BNSF review time after receipt of a change request.

## D Construction Submittals

Submit four sets of the following to the BNSF. All design submittals shall be stamped and signed by a professional engineer registered in the State of Wisconsin. A satisfactory submittal review does not relieve the contractor of responsibility and liability. The BNSF may review the submittals. If the engineer or BNSF finds a submittal unsatisfactory, make all required changes and resubmit it. A satisfactory submittal review does not relieve the contractor of responsibility and liability of complying with the plans, specifications and the special provisions and for the structural integrity and proper functioning of the item that is the subject of the submittal. Allow four weeks for BNSF's review time after receipt of a submittal.

| Item | Description of Submittal Item |  |
| :---: | :--- | :--- |
| 1 | Shoring Design and Details |  |
| 2 | Falsework Design and Details |  |
| 3 | Drainage Design Provisions |  |
| 4 | Erection Diagrams and Sequence |  |
| 5 | Demolition Diagram and Sequence |  |
| 6 | Shop Drawings | Steel and concrete members. |

Whenever work may affect the operations or safety of trains, the method of doing such work shall first be submitted to BNSFs designated representative for review. Review by BNSF shall not relieve the contractor from liability.

## E Infringement On Minimum Clearances

Submit to the engineer requests for infringement upon the minimum horizontal or vertical clearance requirements of 107.17 .1 (2) 4 . of the standard specifications. The engineer will submit the requests to BNSF's designated representative. Allow four weeks for BNSF's review time after receipt of a submittal. Do not infringe upon the minimum clearances unless they are first approved in writing by BNSF.

## F Approval of Details

Submit details of construction affecting BNSF tracks, structure, and right-of-way not included in the plans to the engineer for BNSF review before undertaking such work. Allow four weeks for BNSF's review.

G Site Inspections By BNSF
BNSF may make site inspections at any time. Provide the engineer a schedule of anticipated dates for the following activities; the engineer will furnish the schedule to BNSF:

1. Shoring
2. Demolition
3. Falsework
4. Erection of superstructure
5. Completion of the bridge structure.

Update the schedule monthly, or more frequently if necessary, so that site visits may be scheduled.

## I Construction Excavations and Demolition

Construction excavations shall meet OSHA and American Railway Engineering and Maintenance-ofWay Association (AREMA) requirements and the BNSF "Guidelines for Temporary Shoring" (GTS).

Demolition shall be done in accordance with BNSF Railway - Union Pacific Railroad's Guidelines for Preparation of a Bridge Demolition and Removal Plan for Structures over Railroad (GPBDRP)

The GTS and the GPBDRP are available for review from the Southwest Region's Railroad Coordinator at the department's Southwest Regional Office located at 3550 Mormon Coulee Rd., La Crosse, WI 54601.

## J Right of Entry

Prior to performing work on BNSF right-of-way, contractor will enter into an Exhibit C and C-1 right-ofentry agreement in the form attached. Upon award, contractor must request a project-specific agreement.

## EXHIBIT "C"

## CONTRACTOR REQUIREMENTS

### 1.01 General:

- 1.01.01 The Contractor must cooperate with BNSF RAILWAY COMPANY, hereinafter referred to as "Railway" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the construction of
- 1.01.02 The Contractor must execute and deliver to the Railway duplicate copies of the Exhibit "C-1" Agreement, in the form attached hereto, obligating the Contractor to provide and maintain in full force and effect the insurance called for under Section 3 of said Exhibit "C-1". Questions regarding procurement of the Railroad Protective Liability Insurance should be directed to Rosa Martinez at Marsh, USA, 214-303-8519.
- 1.01.03 The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.
- 1.01.04 The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations. Railway will have the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by Railway; (ii) Contractor (or any of its subcontractors), in Railway's opinion, prosecutes the Project work in a manner which is hazardous to Railway property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit $\mathrm{C}-1$ 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:


## Robert Winterton

WisDOT SW Region
3550 Mormon Coulee Rd.
La Crosse, WI 54601
Tel: (608)789-7879
Robert.Winterton@dot.wi.govv

- 1.01.05 The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to environmental laws and regulations (including but not limited to the Resource Conservation and Recovery Act, as amended; the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA), and health and safety laws and regulations. The Contractor hereby indemnifies, defends and holds harmless Railway for, from and against all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railway which arise out of Contractor's work under this Agreement.
- 1.01.06 The Contractor must notify the Wisconsin DOT at 608-266-0233 and Railway's Manager Public Projects, telephone number 763-782-3495 at least thirty (30) calendar days before commencing any work on Railway Property. Contractor's notification to Railway must refer to Railway's file
$\qquad$ -.
- 1.01.07 For any bridge demolition and/or falsework above any tracks or any excavations located with any part of the excavations located within, whichever is greater, twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 2 horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor must furnish the Railway five sets of working drawings showing details of construction affecting Railway Property and tracks. The working drawing must include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and two sets of structural calculations of any falsework, shoring or cribbing. For all excavation and shoring submittal plans, the current "BNSF-UPRR Guidelines for Temporary Shoring" must be used for determining the design loading conditions to be used in shoring design, and all calculations and submittals must be in accordance with the current "BNSF-UPRR Guidelines for Temporary Shoring". All submittal drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. All calculations must take into consideration railway surcharge loading and must be designed to meet American Railway Engineering and Maintenance-of-Way Association (previously known as American Railway Engineering Association) Coopers E-80 live loading standard. All drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. The Contractor must not begin work until notified by the Railway that plans have been approved. The Contractor will be required to use lifting devices such as, cranes and/or winches to place or to remove any falsework over Railway's tracks. In no case will the Contractor be relieved of responsibility for results obtained by the implementation of said approved plans.
- 1.01.08 Subject to the movement of Railway's trains, Railway will cooperate with the Contractor such that the work may be handled and performed in an efficient manner. The Contractor will have no claim whatsoever for any type of damages or for extra or additional compensation in the event his work is delayed by the Railway.


### 1.02 Contractor Safety Orientation

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


### 1.03 Railway Requirements

- 1.03.01 The Contractor must take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railway facilities resulting from Contractor's operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by the Agency.
- 1.03.02 The Contractor must notify the Railway's Division Engineer at
( $\quad$ ) and provide blasting plans to the Railway for review seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railway's Property.
- 1.03.03 The Contractor must abide by the following temporary clearances during construction:
- 15 '- 0 " Horizontally from centerline of nearest track
- $21^{\prime}-6$ " Vertically above top of rail
- $27^{\prime}-0$ " $\quad$ Vertically above top of rail for electric wires carrying less than 750 volts
- 28 '-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
- 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
- 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts
- 1.03.04 Upon completion of construction, the following clearances shall be maintained:
- 25 Horizontally from centerline of nearest track
- $23^{\prime} 6^{\prime \prime} \quad$ Vertically above top of rail
- 1.03.05 Any infringement within State statutory clearances due to the Contractor's operations must be submitted to the Railway and to the Wisconsin DOT and must not be undertaken until approved in writing by the Railway, and until the Wisconsin DOT has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railway approval, and/or the State Regulatory Authority's approval.
- 1.03.06 In the case of impaired vertical clearance above top of rail, Railway will have the option of installing tell-tales or other protective devices Railway deems necessary for protection of Railway operations. The cost of tell-tales or protective devices will be borne by the Agency.
- 1.03.07 The details of construction affecting the Railway's Property and tracks not included in the contract plans must be submitted to the Railway by Wisconsin DOT for approval before work is undertaken and this work must not be undertaken until approved by the Railway.
- 1.03.08 At other than public road crossings, the Contractor must not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor must obtain a "Temporary Construction Crossing Agreement" from the Railway prior to moving his equipment or materials across the Railways tracks. The temporary crossing must be gated and locked at all times when not required for use by the Contractor. The temporary crossing for use of the Contractor will be constructed and, at the completion of the project, removed at the expense of the Contractor.
- 1.03.09 Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the Railway's Resource Operations Center at 1 (800) 832-5452, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.
- 1.03.10 The Contractor upon completion of the work covered by this contract, must promptly remove from the Railway's Property all of Contractor's tools, equipment, implements and other materials, whether brought upon said property by said Contractor or any Subcontractor, employee or agent of Contractor or of any Subcontractor, and must cause Railway's Property to be left in a condition acceptable to the Railway's representative.


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

- 1.04.01 Each Contractor that will perform work within 25 feet of the centerline of a track must develop and implement a Roadway Worker Protection/On Track Safety Program and work with Railway Project Representative to develop an on track safety strategy as described in the guidelines listed in the on track safety portion of the Safety Orientation. This Program must provide Roadway Worker protection/on track training for all employees of the Contractor, its subcontractors, agents or invitees. This training is reinforced at the job site through job safety briefings. Additionally, each Contractor must develop and implement the Safety Action Plan, as provided for on the web site www.contractororientation.com, which will be made available to Railway prior to commencement of any work on Railway Property. During the performance of work, the Contractor must audit its work activities. The Contractor must designate an on-site Project Supervisor who will serve as the contact person for the Railway and who will maintain a copy of the Safety Action Plan, safety audits, and Material Safety Datasheets (MSDS), at the job site.
- 1.04.02 Contractor shall have a background investigation performed on all of its employees, subcontractors and agents who will be performing any services for Railroad under this Agreement which are determined by Railroad in its sole discretion a) to be on Railroad's property, or b) that require access to Railroad Critical Infrastructure, Railroad Critical Information Systems, Railroad's Employees, Hazardous Materials on Railroad's property or is being transported by or otherwise in the custody of Railroad, or Freight in Transit involving Railroad.

The required background screening shall at a minimum meet the rail industry background screening criteria defined by the e-RAILSAFE Program as outlined at http://www.e-railsafe.com, in addition to any other applicable regulatory requirements.

Contractor shall obtain written consent from all its employees, subcontractors or agents screened in compliance with the e-RAILSAFE Program to participate in the Program on their behalf and to release completed background information to Railroad's designee. Contractor shall be subject to periodic audit to ensure compliance.

Contractor subject to the e-RAILSAFE Program hereunder shall not permit any of its employees, subcontractors or agents to perform services hereunder who are not first approved under e-RAILSAFE Program standards. Railroad shall have the right to deny entry onto its premises or access as described in this section above to any of Contractor's employees, subcontractors or agents who do not display the authorized identification badge issued by a background screening service meeting the standards set forth in the e-RAILSAFE Program, or who in Railroad's opinion, which may not be unreasonable, may pose a threat to the safety or security of Railroad's operations, assets or personnel.

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

### 1.05 Railway Flagger Services:

- 1.05.01 The Contractor must give Railway's Roadmaster (telephone $\qquad$ ) a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Roadmaster can make appropriate arrangements (i.e., bulletin the flagger's position). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Roadmaster five (5) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.
- 1.05.02 Unless determined otherwise by Railway's Project Representative, Railway flagger will be required and furnished when Contractor's work activities are located over, under and/or within twenty-five (25) feet measured horizontally from centerline of the nearest track and when cranes or similar equipment positioned beyond 25 -feet from the track centerline could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:
- 1.05.02a When, upon inspection by Railway's Representative, other conditions warrant.
- 1.05.02b When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.
- 1.05.02c When work in any way interferes with the safe operation of trains at timetable speeds.
- 1.05.02d When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.
- 1.05.02e Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.
- 1.05.03 Flagging services will be performed by qualified Railway flaggers.
- 1.05.03a Flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railways Representative.
- 1.05.03b Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.
- 1.05.03c The cost of flagger services provided by the Railway will be borne by the contractor. The estimated cost for one (1) flagger is approximately between $\$ 800.00-\$ 1,600.00$ for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, vehicle, transportation, meals, lodging, radio, equipment, supervision and other costs incidental to performing flagging services. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. THE FLAGGING RATE IN EFFECT AT THE TIME OF PERFORMANCE BY THE CONTRACTOR HEREUNDER WILL BE USED TO CALCULATE THE ACTUAL COSTS OF FLAGGING PURSUANT TO THIS PARAGRAPH.
- 1.05.03d The average train traffic on this route is $\qquad$ freight trains per 24 -hour period at a timetable speed $\qquad$ MPH and $\qquad$ passenger trains at a timetable speed of
$\qquad$ MPH.


### 1.06 Contractor General Safety Requirements

- 1.06.01 Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by contractors within 25 feet of any track must be in compliance with FRA Roadway Worker Protection Regulations.
- 1.06.02 Before beginning any task on Railway Property, a thorough job safety briefing must be conducted with all personnel involved with the task and repeated when the personnel or task changes. If the task is within 25 feet of any track, the job briefing must include the Railway's flagger, as applicable, and include the procedures the Contractor will use to protect its employees, subcontractors, agents or invitees from moving any equipment adjacent to or across any Railway track(s).
- 1.06.03 Workers must not work within 25 feet of the centerline of any track without an on track safety strategy approved by the Railway's Project Representative. When authority is provided, every contractor employee must know: (1) who the Railway flagger is, and how to contact the flagger, (2) limits of the authority, (3) the method of communication to stop and resume work, and (4) location of the designated places of safety. Persons or equipment entering flag/work limits that were not previously job briefed, must notify the flagger immediately, and be given a job briefing when working within 25 feet of the center line of track.
- 1.06.04 When Contractor employees are required to work on the Railway Property after normal working hours or on weekends, the Railway's representative in charge of the project must be notified. A minimum of two employees must be present at all times.
- 1.06.05 Any employees, agents or invitees of Contractor or its subcontractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railway's Property and subsequently released to the custody of a representative of Contractor management. Future access to the Railway's Property by that employee will be denied.
- 1.06.06 Any damage to Railway Property, or any hazard noticed on passing trains must be reported immediately to the Railway's representative in charge of the project. Any vehicle or machine which may come in contact with track, signal equipment, or structure (bridge) and could result in a train derailment must be reported immediately to the Railway representative in charge of the project and to the Railway's Resource Operations Center at 1(800) 832-5452. Local emergency numbers are to be obtained from the Railway representative in charge of the project prior to the start of any work and must be posted at the job site.
- 1.06.07 For safety reasons, all persons are prohibited from having pocket knives, firearms or other deadly weapons in their possession while working on Railway's Property.
- 1.06.08 All personnel protective equipment (PPE) used on Railway Property must meet applicable OSHA and ANSI specifications. Current Railway personnel protective equipment requirements are listed on the web site, www.contractororientation.com, however, a partial list of the requirements include: a) safety glasses with permanently affixed side shields (no yellow lenses); b) hard hats; c) safety shoe with: hardened toes, above-the-ankle lace-up and a defined heel; and d) high visibility retro-reflective work wear. The Railway's representative in charge of the project is to be contacted regarding local specifications for meeting requirements relating to hi-visibility work wear. Hearing protection, fall protection, gloves, and respirators must be worn as required by State and Federal regulations. (NOTE Should there be a discrepancy between the information contained on the web site and the information in this paragraph, the web site will govern.)
- 1.06.09 THE CONTRACTOR MUST NOT PILE OR STORE ANY MATERIALS, MACHINERY OR EQUIPMENT CLOSER THAN 25'-0" TO THE CENTER LINE OF THE NEAREST RAILWAY TRACK. MATERIALS, MACHINERY OR EQUIPMENT MUST NOT BE STORED OR LEFT WITHIN 250 FEET OF ANY HIGHWAYIRAIL AT-GRADE CROSSINGS OR TEMPORARY CONSTRUCTION CROSSING, WHERE STORAGE OF THE SAME WILL OBSTRUCT THE VIEW OF A TRAIN APPROACHING THE CROSSING. PRIOR TO BEGINNING WORK, THE CONTRACTOR MUST ESTABLISH A STORAGE AREA WITH CONCURRENCE OF THE RAILWAY'S REPRESENTATIVE.
- 1.06.10 Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railway's Property must be left inoperable and secured against movement. (See internet Engineering Contractor Safety Orientation program for more detailed specifications)
- 1.06.11 Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.
- 1.06.12 All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200 KV or below - 15 feet; 200 to $350 \mathrm{KV}-20$ feet; 350 to 500 KV - 25 feet; 500 to $750 \mathrm{KV}-35$ feet; and 750 to $1000 \mathrm{KV}-45$ feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.


### 1.07 Excavation:

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


### 1.08 Hazardous Waste, Substances and Material Reporting:

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


### 1.09 Personal Injury Reporting

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


## NON-EMPLDYEE PERSONAL INJIJRY DATA CDLLECTIDN

(If injuries are in connection with rail equipment accident/incident, highway rail grade crossing accident ar automabile 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 (С)

$\square$ Non-emplayee ( N )
(i.e., emp of another rairoad, םг, nan-BNSF emp invalved in vehicle accident, inc/uding company vehic/es)


Contractar/safety sensitive (F) $\square$ Contractar/non-safety sensitive (G)Volunteer/safaty sensitive (H) $\square$ Volunteer/ather non-safaty sensitive (I)Non-trespasser (D) - to include highway users invalved in highway rail grade crassing accidents who did not go around ar through gates
$\square$ Trespasser (E) - ta include highway users invalved in highway rail grade crassing accidents who went around ar through gates
$\square$ Non-trespasser (ل) - 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 ta: Accident-Reparting.Center@BNSF.com

Officer Praviding Information:
$\overline{\text { (Name) }} \overline{\text { (Employee No.) }} \overline{\text { (Phane \#) }}$

## NDN-EMPLIYEE PERSONAL INJURY DATA COLLECTION

 INTENDED TI PRESUME ACLEPTANLE OF RESPONSIBILITY OR LIABILITY.


## EXHIBIT "C-1"

## Agreement Between BNSF RAILWAY COMPANY and the CONTRACTOR

Railway File:
Agency Project:

Contractor Name(hereinafter called "Contractor"), has entered into an agreement (hereinafter called "Agreement") dated $\qquad$ , 201_, with the Wisconsin Department of Transportation for the performance of certain work in connection with the following project: $\qquad$ 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 Wisconsin Department of Transportation (i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

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

## 1) RELEASE OF LIABILITY AND INDEMNITY

Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorneys' fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-ofway. THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENSIONAL MISCONDUCT OR GROSS NEGLIGENCE OF RAILWAY.

THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR INCLUDES ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT, INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE LOCOMOTIVE INSPECTION ACT, WHENEVER SO CLAIMED.

Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this

Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.

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

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

## 2) TERM

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

## 3) INSURANCE

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:
A. Commercial General Liability insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of $\$ 5,000,000$ each occurrence and an aggregate limit of at least $\$ 10,000,000$ but in no event less than the amount otherwise carried by the Contractor. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limit to the following:

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

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

- The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- Waver 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.
D. Railroad Protective Liability insurance naming only the Railway as the Insured with coverage of at least $\$ 5,000,000$ per occurrence and $\$ 10,000,000$ in the aggregate. The policy Must be issued on a standard ISO form CG 00351204 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 |
| :---: |
| clo CertFocus |
| P.O. Box 140528 |
| Kansas City, MO 64114 |
| Toll Free: 877-576-2378 |
| Fax number: $817-840-787$ |
| Email: BNSF@certfocus.com |
| www.certfocus.com |

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

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

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

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

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

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

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

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

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

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

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

## 4) SALES AND OTHER TAXES

In the event applicable sales taxes of a state or political subdivision of a state of the United States are levied or assessed in connection with and directly related to any amounts invoiced by Contractor to Railway ("Sales Taxes"), Railway shall be responsible for paying only the Sales Taxes that Contractor separately states on the invoice or other billing documents provided to Railway; provided, however, that (i) nothing herein shall preclude Railway from claiming whatever Sales Tax exemptions are applicable to amounts Contractor bills Railway, (ii) Contractor shall be responsible for all sales, use, excise, consumption, services and other taxes which may accrue on all services, materials, equipment, supplies or fixtures that Contractor and its subcontractors use or consume in the performance of this Agreement, (iii) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) that Contractor fails to separately state on the invoice or other billing documents provided to Railway or fails to collect at the time of payment by Railway of invoiced amounts (except where Railway claims a Sales Tax exemption), and (iv) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) if Contractor fails to issue separate invoices for each state in which Contractor delivers goods, provides services or, if applicable, transfers intangible rights to Railway.

Upon request, Contractor shall provide Railway satisfactory evidence that all taxes (together with any penalties, fines or interest thereon) that Contractor is responsible to pay under this Agreement have been paid. If a written claim is made against Contractor for Sales Taxes with respect to which Railway may be liable for under this Agreement, Contractor shall promptly notify Railway of such claim and provide Railway copies of all correspondence received from the taxing authority. Railway shall have the right to contest, protest, or claim a refund, in Railway's own name, any Sales Taxes
paid by Railway to Contractor or for which Railway might otherwise be responsible for under this Agreement; provided, however, that if Railway is not permitted by law to contest any such Sales Tax in its own name, Contractor shall, if requested by Railway at Railway's sole cost and expense, contest in Contractor's own name the validity, applicability or amount of such Sales Tax and allow Railway to control and conduct such contest.

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

## 5) EXHIBIT "C" CONTRACTOR REQUIREMENTS

The Contractor must observe and comply with all provisions, obligations, requirements and limitations contained in the Agreement, and the Contractor Requirements set forth on Exhibit "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

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

For loss of use of equipment, Contractor will be billed the current freight train hour rate per train as determined from Railway's records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.

Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway and its customer(s). Under these arrangements, if Railway does not meet its contract service commitments, Railway may suffer loss of performance or incentive pay and/or be subject to penalty payments. Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.

The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway confidentiality obligations. The rate then in effect at
the time of performance by the Contractor hereunder will be used to calculate the actual costs of train delay pursuant to this agreement.

Contractor and its subcontractors must give Railway's representative (
(_) weeks advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the project. Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor's expenses for the project.

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

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

## Contractor Name

By: $\qquad$
Printed Name: $\qquad$
Title: $\qquad$

Contact Person: $\qquad$
Address: $\qquad$
City: $\qquad$
State: $\qquad$ Zip: $\qquad$
Fax: $\qquad$
Phone: $\qquad$
E-mail: $\qquad$

## 9. Railroad Insurance and Coordination Burlington Northern Santa Fe Railway (BNSF).

Replace entire article language with the following:

## A Description

Comply with standard spec 107.17 of the standard specifications for all work affecting BNSF Railroad Company property and any existing tracks.

## A. 1 Railroad Insurance Requirements

In addition to standard spec 107.26, provide railroad protective liability insurance coverage as specified in standard spec 107.17.3. Requirements of the standard specifications are changed as follows: ${ }^{1}$

Before the STATE issues its notice to proceed to the contractor or contractors (collectively, the CONTRACTOR) awarded the contract for construction involving the project described in this Stipulation (the PROJECT), the STATE shall require the CONTRACTOR to provide certain insurance coverage to protect the RAILROAD (as defined in this section) from loss for property and liability exposures relating to the construction activities on the PROJECT. The manner and process in which this will be accomplished is as detailed below.

| TYPE OF INSURANCE | MINIMUM LIMITS REQUIRED² |
| :---: | :---: |
| 1. Commercial general liability insurance; shall be endorsed to include blanket contractual liability coverage; shall cover bodily injury and property damage, personal and advertising injury, and fire legal liability. There shall be no endorsements limiting coverage for the work to be performed pursuant to this Stipulation. | \$5,000,000 combined single limits per occurrence with an annual aggregate limit of not less than $\$ 10,000,000$. |
| 2. Workers' compensation and employer's liability coverage. | Workers' compensation limits: statutory limits. <br> Employers' liability limits: <br> Bodily injury by accident <br> \$500,000 each accident <br> Bodily injury by disease <br> \$500,000 each accident <br> \$500,000 each employee |

[^0]| TYPE OF INSURANCE | MINIMUM LIMITS REQUIRED ${ }^{2}$ |
| :--- | :--- |
| 3. Commercial automobile liability insurance; <br> shall cover all owned, non-owned, and hired <br> vehicles used by the CONTRACTOR in <br> carrying out the contract, and shall include <br> coverage for bodily injury and property <br> damage. | $\$ 1,000,000$ combined single limit per occurrence. |
| 4. Railroad Protective Liability Insurance, <br> issued on a standard ISO form 00 35 10 93 or <br> its equivalent and endorsed to include the <br> Pollution Exclusion Amendment (ISO form CG <br> 28 31 10 93) and the Limited Seepage and <br> Pollution Endorsement. No endorsements <br> restricting FELA coverage may be added. | $\$ 5,000,000$ per occurrence |

1. The policies for insurance types 1, 2 and 3 must not contain an exclusion for punitive damages.
2. The commercial general liability policy shall include an endorsement that removes any restrictions on coverage regarding work being performed within 50 feet of a railroad or railroad property and an endorsement that removes any exclusion related to explosion, collapse or underground hazard.
3. The CONTRACTOR must waive its right of recovery against the RAILROAD for all claims and suits against the RAILROAD. In addition, the CONTRACTOR's insurers, through the terms of the policy or policy endorsement, must waive their right of subrogation against the RAILROAD for all claims and suits. The certificates of insurance must reflect the waiver of subrogation endorsement. The CONTRACTOR also must waive its right of recovery, and its insurers must also waive their right of subrogation, against the RAILROAD for loss of the CONTRACTOR's owned or leased property or property under the CONTRACTOR's care, custody or control.
4. The CONTRACTOR's insurance policies, except for excess liability/umbrella policies, through policy endorsement, must include wording to the effect that such policies are primary and non-contributing with respect to any insurance carried by the RAILROAD. The certificates of insurance must reflect that such wording is included in the evidenced policies.
5. The policies for insurance types 1 and 3, above, must include a severability of interest endorsement and the RAILROAD must be named as an additional insured with respect to work performed under this Stipulation. Severability of interest and naming the RAILROAD as additional insured must be indicated on the certificates of insurance.
6. The CONTRACTOR shall provide the original Railroad Protective Liability policy to the RAILROAD prior to performing any work on the PROJECT.
7. The CONTRACTOR shall only obtain coverage from insurance companies licensed to do business in the State of Wisconsin that have an A.M. Best rating of A- and Class VII or better.

## 8. The CONTRACTOR is not allowed to self-insure.

9. Prior to performing any work on the PROJECT, the CONTRACTOR shall provide the RAILROAD acceptable certificates of insurance, including original signatures of the authorized representatives evidencing the required coverages, endorsements, and amendments and referencing the RAILROAD's contract audit/folder number (if available), as evidence that required coverages for insurance types 1, 2 and 3 are in force.
10. The policies for insurance types 1,2 and 3 must contain a provision that obligates the insurer to notify the RAILROAD at least 60 calendar days before a cancellation, non-renewal, substitution or material change in coverage, and such provision must be reflected on the insurance certificates.
11. The CONTRACTOR shall send the required insurance documentation to the RAILROAD at the following address:

> BNSF Risk Management
> 2500 Lou Menk Drive AOB-1
> Fort Worth, TX $76131-2828$
12. Acceptance by the RAILROAD of a certificate of insurance that does not comply with this section shall not operate as a waiver of the CONTRACTOR's obligation to provide the insurance required by this section.
13. If the RAILROAD notifies the STATE that the CONTRACTOR does not have the required insurance, the STATE's engineer shall immediately suspend work on the PROJECT until the matter is resolved.
14. The requirements for insurance types 1,2 , and 3 shall apply with equal force whether the CONTRACTOR or a subcontractor, or anyone directly or indirectly employed by either, performs work on the PROJECT. If any portion of the PROJECT work is subcontracted, the CONTRACTOR must require the subcontractor to provide and maintain insurance coverages for insurance types 1, 2 , and 3 that meet the requirements of this section, except that the minimum limits required for the subcontractor's commercial general liability policy shall be $\$ 2,000,000$ per occurrence and $\$ 4,000,000$ in the aggregate.
15. The fact that the CONTRACTOR obtains insurance as required by this section shall not release or diminish the CONTRACTOR's liability. Damages recoverable by the RAILROAD will not be limited by the required insurance coverages.
16. Upon request from the RAILROAD, the CONTRACTOR will provide a certified duplicate original of any requested policy.
17. For purposes of this section references to the RAILROAD mean the COMPANY, Burlington Northern Santa Fe Corporation, and the subsidiaries, successors, assigns and affiliates of each.

Notify evidence of the required coverage, and duration to, BNSF Railroad Company, P.O. Box 12010

- BN, Hemet, CA 92546-8010, FAX (909) 766-2299.

Include the following information on the insurance document:
Project Id 7190-03-71
Route Name STH 35
Crossing ID 079896A
Railroad Subdivision ST CROIX
Railroad Milepost 302.85

## A. 2 Work by Railroad

The railroad will perform the work described in this section, except for work described in other special provisions and will be accomplished without cost to the contractor. None

## A. 3 Names and addresses of Railroad Representatives for Consultation and Coordination

 Contact Calvin Nutt, Manager of Public Projects, 80-44 ${ }^{\text {th }}$ Avenue NE, Minneapolis, MN 55421; TELEPHONE (763) 782-3495; FAX (763) 782-3061; email Calvin.nutt@BNSF.com for consultation on railroad requirements during construction.Amend standard spec 108.4 to include the railroad in the distribution of the initial bar chart, and monthly schedule updates. The bar chart shall specifically show work involving coordination with the railroad.

## A. 4 Temporary Grade Crossing

If a temporary grade crossing is desired, submit a written request to the railroad representative named in A. 3 several weeks prior to the time needed. Approval is subject to the discretion of the railroad. The department has made no arrangements for a temporary grade crossing.

## A. 5 Train Operation

Approximately 43 through freight trains operate daily through the construction site. Through freight trains operate at up to 35 mph . There are switching movements.

## A. 6 Temporary Clearances During Construction

Replace subparagraphs (3) 4.1 and (3) 4.2 of standard spec 107.17 .1 with the following:
Provide 15 feet 0 inches ( 4.572 m ) plus 1.5 inches ( 38 mm ) per degree of track curvature, measured horizontally from the track center line.

Provide 21 feet 6 inches ( 6.401 m ) plus compensation for super-elevated track, measured vertically above the top of the highest rails.

If site conditions do not allow for the clearances shown above, encroachments may be granted. Allow an additional 30 days of review time for any encroachment on clearances as outlined above.

## B Railroad Flagging

Arrange with the railroad for the flagging of trains and safety of railroad operations if clearances specified in 107.17.1 are not maintained during construction operations and when working between the clearance fences when specified. The following conditions may also warrant flagging:

1. Cranes swinging or handling materials or equipment within 25 feet of the centerline of any track.
2. Construction operations that are in proximity of power lines or railroad signal and communication lines, underground cables, fuel oil facilities or pipe lines and which might result in fire or damage to such facilities, danger to railroad operations or danger to the public in the transaction of business on railroad premises.
3. Excavation, tunneling, blasting, pile driving, placing, or removing cofferdams or sheeting, or similar activities might cause the railroad's tracks or buildings to be undermined, heaved out of normal level, shifted out of alignment, or otherwise impaired.
4. Bridge painting activities including rigging of falsework, scaffolding or similar activities within 25 feet of the centerline of any track.
5. Deck removal activities within 25 feet of the centerline of any track.
6. Pouring of bridge decks in spans over an operated track.
7. At any other time in railroad representative's judgment, the contractor's work or operations constitute an intrusion into the track zone and create an extraordinary hazard to railroad traffic, and at any other time when flagging protection is necessary for safety to comply with the operating rules of the railroad.

Projects with concurrent activity may require more than one flagger.
Projects with heavy contractor activity within 25 feet of the centerline of any track or unusual or heavy impact on railroad facilities will normally require a full-time flagger.

The department and railroad will monitor operations for compliance with the above flagging requirements. Violations may result in removal from railroad property until arrangements to adhere to the flagging requirements are satisfied. If the railroad imposes additional flagging requirements beyond the above flagging requirements due to the previous violations, the contractor shall bear all costs of the additional flagging requirements.

## C Flagging by Railroad - Railroad Does Not Pay Flagging Costs

## C. 1 General

Replace paragraph (3) of subsection 107.17.1of the standard specifications with the following:
Comply with the railroad's rules and regulations regarding operations on railroad right-of-way. If the railroad's chief engineering officer requires, arrange with the railroad to obtain the services of qualified railroad employees to protect railroad traffic through the work. Bear the cost of these services and make payment directly to the railroad. Notify the appropriate railroad representative as listed in section A. 3 above, in writing, at least five (5) business days before starting work near a track. Provide the specific time planned to start the operations.

## C. 2 Rates -BNSF

The following rates, reimbursement provisions and excluded conditions will be used to determine the contractor's cost for flagging:
$\$ 800$ daily rate for an eight-hour day (including wages, labor surcharges, meals, lodging, vehicle and mileage expenses),
$\$ 1600$ "Rest Time" or nightly rate for weekday overnight work for an eight-hour day (including wages, labor surcharges, meals, lodging, vehicle and mileage expenses),
$\$ 1200$ daily rate for an eight-hour day on Saturdays, Sundays or holidays (including wages, labor surcharges, meals, lodging, vehicle and mileage expenses),
$\$ 2400$ "Rest Time" or nightly rate for weekend overnight work for an eight-hour day (including wages, labor surcharges, meals, lodging, vehicle and mileage expenses),
$\$ 150$ per hour overtime rate for all time worked before or after the regular assigned eight hours on any day, or for a minimum three hour call on Saturdays, Sundays or Holidays.

The flagger is required to set flags each day in advance of the contractor commencing work that will require flagging. The flagger must also remove the flags each day after the completion of work that required flagging. Any time worked before or after the minimum eight-hour flagging day to set or remove flags will be billed at the overtime rate. The contractor is responsible for knowing the requirements of the railroad for arranging and terminating flagging services and for the associated costs of those services.

## C. 3 Reimbursement Provisions

The actual cost for flagging will be billed by the railroad. After the completion of the work requiring flagging protection as provided in section B above, the department will reimburse $50 \%$ of the cost of such services up to the rates provided above based on paid railroad invoices, except for the excluded conditions enumerated below. In the event actual flagging rates exceed the rates stated
above, the department will reimburse $100 \%$ of the portion of the rate that is greater than the rates stated above.

## C. 4 Excluded Conditions

The department will not reimburse any of the cost for additional flagging attributable to the following:

1. Additional flagging requirements imposed by the railroad beyond the flagging requirements provided in subsection B above due to violations by the contractor.
2. Temporary construction crossings arranged for by the contractor.

The contractor shall bear all costs of the additional flagging requirements for the excluded conditions.

## C. 5 Payment for Flagging

Railroads may issue progressive bills. Notify the railroad when the work is completed and request a final bill from the railroad. The railroad will issue a final bill. Promptly pay railroad-flagging bills, less any charges that may be in dispute. The department will pay for flagging reimbursement under the Railroad Flagging Reimbursement administrative item. The department will withhold flagging reimbursement until any disputed charges are resolved and the final bill is paid. No reimbursement for flagging will be made by the department if a violation of subsection $B$ is documented.

## D Rail Security Awareness and Contractor Orientation

Comply with applicable safety rules and regulations of BNSF Railway Company, including those found on the website noted below, and any reasonable safety rules and regulations of the railroad.

The contractor or subcontractors shall not enter railroad right of way for construction of Highway Project 7190-03-71 without first having each employee of the contractor who will perform work on railroad right of way first complete the BNSF Railway safety orientation found on the website: www.contractororientation.com or e-RAILSAFE.com. The department's Easement Agreement with the railroad provides that: "Certification of course completion by participants shall not be contingent on any agreement to indemnify the Grantor or any contractual criteria. Certification shall be contingent solely on proper completion of the course and understanding of the rail safety concepts presented. Any requirement contrary to this paragraph imposed under the software programs shall be considered invalid and nonbinding upon any Department employee, or its agents, contractors, assigns, and their employees. The parties agree and acknowledge that completion of such a course does not warrant or insure any person's safety in a rail corridor".

The department has secured right of entry to railroad property, neither the contractor or subcontractors or their employees will be required to sign a right-of-entry form. The rail security awareness and contractor orientation certification is valid for one year and must be renewed for projects that will carry over to another year. Costs associated with these courses are incidental to other items in the contract.

## E Indemnification to Railroad

To the fullest extent permitted by law, the contractor shall indemnify BNSF Railway Company, and its affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees and agents (collectively "indemnities") 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, attorney's fees and costs of investigation, removal and remediation and governmental oversight costs) environmental or otherwise (collectively, "liabilities") of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) any of the following:
i. Injuries or damages received or sustained by a person, persons, or property resulting from the contractors operations.
ii. Neglect in safeguarding the work
iii. Use of unacceptable materials in constructing the work.
iv. Acts or omissions, neglect, or misconduct of the contractor.
v. Claims or amounts recovered for an infringement by the contractor of patent, trademark, or copyright.
vi. Claims or amounts arising or recovered under the workers compensation act, relating to the contractors employees.
vii. The contractors noncompliance with a law, ordinance, order or decree relating to the contract between the department and the contractor.
viii. Any violation of the terms of the easement agreement between the department and BNSF Railway Company by the contractor, including without limitation, its environmental provisions.
ix. The contractor's exercise of any rights or interests granted pursuant to the easement agreement between the department and BNSF Railway Company.
$x$. The occupation and use of the right of way or property of the railroad within the limits of Project 7190-03-71 by the contractor, or contractor's officers, agents, invitees, licensees, employees, or subcontractors, or anyone directly or indirectly employed by any of them, or anyone they control or exercise control over (individually, a "grantee party", and collectively, "grantee parties").
xi. The environmental condition and status of the premises caused by or contributed by grantee parties.
xii. Any act or omission of grantee parties.

Even if liabilities described above arise from or are attributed to, in whole or in part, any negligence of any indemnitee, the contractor shall to the fullest extent provided by law indemnify the indemnitees for such liabilities except those proximately caused by the gross negligence or willful misconduct of an indemnitee.

To the fullest extent permitted by law, the contractor shall for now and forever waive any and all claims, regardless whether based on strict liability, negligence or otherwise, that BNSF Railway Company is an "owner", "operator", "arranger", or "transporter" with respect to the public highway and related subsurface to be constructed for the purposes of CERCLA or other environmental laws. The contractor, by use of the right of way or property of BNSF Railway Company, as contemplated by the Easement Agreement, shall not in any way subject BNSF Railway Company to claims that BNSF Railway Company is other than a common carrier for purposes of environmental laws.

To the fullest extent permitted by law, the contractor shall, regardless of any negligence or alleged negligence of any indemnitee, indemnify and hold harmless the indemnitees against and assume the defense of any liabilities asserted against or suffered by any indemnitee under or related to the federal employers' liability act ("FELA") whenever employees of contractor or any of its agents, invitees, or subcontractors claim or allege that they are employees of any indemnitee or otherwise. This indemnity shall also extend, on the same basis, to FELA claims based on actual or alleged violations of any federal, state or local laws or regulations, including but not limited to the safety appliance act, the boiler inspection plate act, the occupational health and safety act, and any similar state or federal statute.

To the fullest extent permitted by law, the contractor shall, upon written notice from BNSF Railway Company, assume the defense of any lawsuit or other proceeding brought against any Indemnitee by any entity, relating to any matter for which the contractor has an obligation to assume liability for and/or save and hold harmless any Indemnitee described herein or under the Easement Agreement.

## F Additional Environmental Requirements

The following supplements other provisions of the standard specifications.
The contractor shall give timely notice to the BNSF Railway Resource Operations Center at (800) 832-5452 of any release of hazardous substances on or from railroad right of way or property, violation of Environmental Laws, or inspection or inquiry by governmental authorities charged with
enforcing Environmental Laws with respect to use of BNSF Railway Company right of way or property for the project. The contractor shall use its best efforts to promptly respond to any release on or from the railroad right of way or property. The contractor shall also give the railroad immediate notice of all measures undertaken on behalf of the railroad to investigate, remediate, respond to or otherwise cure such release or violation.

In the event that BNSF Railway Company has notice from the contractor or otherwise of a release or violation of Environmental Laws which occurred or may occur during the term of Project 7190-03-71, the remediation, if any, and clean-up, if any, of such hazardous materials shall be performed in accordance with the requirements of all applicable state and federal laws and regulations.

In the event that the department or the contractor discovers hazardous materials on railroad right of way, the reporting, remediation, if any, and clean-up, if any, of such hazardous materials shall be performed in accordance with the requirements of all applicable state and federal laws and regulations.

## G Personal Property Waiver

All personal property, including, but not limited to, fixtures, equipment, or related materials upon the right of way or property of the railroad are at the risk of the contractor only and BNSF Railway Company, and its affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees and agents will not be liable for any damage thereto or theft thereof, whether or not due in whole or in part to the negligence of any of them.

## 12. Notice to Contractor, Coordination with Other Projects.

Replace paragraph four with the following:
Rest Area Reconstruction Project (1071-00-71) - The rest area located within the project limits will be reconstructed. Coordinate the tie down points for the RA Ramp temporary drainage and permanent drainage with this contractor for the reconstruction project. Construction is anticipated to be May 2016 - November 2016. The County will have the rest area closed prior to the start of construction. Coordinate the removal of traffic control items to open the rest area by November 18, 2016.

## 96. Temporary Railroad Crossings, Item SPV.0055.01.

## A Description

This special provision describes contracting with BNSF for furnishing and providing, installing, maintaining and removing at-grade Temporary Railroad Crossings of the BNSF Railroad tracks.

## B Materials

All materials will be provided by BNSF Railroad Company except for Temporary Access Gates and Base Aggregate $1 \frac{1}{4}$-Inch which are paid for separately under other bid items in this contract.

## C Construction

The contractor shall contract the railroad representatives named in A. 3 of the "Railroad Insurance and Coordination Burlington Northern Santa Fe Railway" section of these special provisions for the installation and removal of two at-grade temporary railroad crossings per the approximate locations as shown in the plans. The exact locations are to be determined in coordination with the BNSF Railroad Company at the time of construction.

BNSF Railroad Company will construct and remove the at-grade temporary railroad crossings of the two railroad tracks labeled as Track $C$ and Track $D$ in the plans. Temporary Access Gates and Base Aggregate $1 \frac{1}{4}$-Inch are to be constructed by the contractor at the same location.

Include all other work necessary for the coordination of Temporary Railroad Crossings into the item Mobilization.

## D Measurement

The department will measure Temporary Railroad Crossings by the dollar, acceptably completed based upon an itemized invoice from BNSF Railroad Company for one crossing each for Track C and Track D as shown in the plans. Any additional crossings will be at the contractor's expense.

## E Payment

The department will pay for measured quantities at the contract unit price under the following bid item:
ITEM NUMBER DESCRIPTION UNIT SPV.0055.01

Temporary Railroad Crossings

DOL
Payment is full compensation for BNSF providing, installing, maintaining and removing the Temporary Railroad Crossings. The department will not pay for any other at-grade Temporary Railroad Crossings installed based on means and methods of construction. If means and methods allow for construction without the use of a Temporary Railroad Crossings, no payment will be made under this item.

## Schedule of Items

Attached, dated November 25, 2015, are the revised Schedule of Items Pages 3, 4, 7, 15, 19, 20, 22, 24, 26, 27 , and 50.

## Plan Sheets

The following $81 / 2 \times 11$-inch sheets are attached and made part of the plans for this proposal:
Revised:
1071-06-79/1071-06-81: 65, 195, 197, 215, 221, 222, 225, 226, 227, 232, 234, 249, 250, 280, 281, 683, and 684.

7190-03-71: 98
Added: 1071-06-79/1071-06-81: 234A and 509A-B.
END OF ADDENDUM




STORM SEWER SCHEDULE (CONCRETE PIPE)

m


m





SIGNS TYPE II TYPE H REFLECTIVE FOLDING AND SUPPORTS


| PROJECT ID 1071-06-79 SUMMARY |  |  |  | 80.00 | 11* |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| B RAMP | R11-54F | $48 "$ | $\times 301$ | 10.00 | 1 | SEE | RAMP | GATE | details | FOR | locations |
| B RAMP | R11-54F | 48" | X 30" | 10.00 | 1 | SEE | RAMP | GATE | DETAILS | FOR | locations |
| D RAMP | R11-54F | 48" | $\times 301$ | 10.00 | 1 | SEE | Ramp | GATE | details | For | locations |
| D RAMP | R11-54F | 481 | X 30" | 10.00 | 1 | SEE | RAMP | GATE | details | FOR | LOCATIONS |

[^1]Addendum No. 01 ID 1071-06-79 \& ID 1071-06-81
Revised Sheet 249 November 25, 2015


















[^0]:    ${ }^{1}$ As used in this section, "STATE" and "COMPANY" have the meanings assigned to them in the Stipulation to which this Exhibit is attached, "FELA" means the Federal Employment Liability Act, and "this Stipulation" means the Stipulation to which this Exhibit is attached.
    ${ }^{2}$ The CONTRACTOR may satisfy the requirements for insurance types 1, 2 and 3 through primary insurance coverage or through excess/umbrella policies.

[^1]:    suma
    30 *
    $\begin{array}{lr}\text { PROJECT ID 1071-06-81 SUMMARY } & 40.00 \\ \text { PROJECT TOTALS } & 120.00 \\ \text { * additional quantities Shown ELSEWHERE }\end{array}$

