City Council Agenda

SAGINAW CITY COUNCIL
NOTICE OF MEETING, PUBLIC HEARING AND WORKSHOP

Meeting, Public Hearing, Workshop and/or Executive Session
6:00 PM - Tuesday, April 7, 2020
Saginaw City Hall Council Chambers
333 West McLeroy Blvd.

In accordance with Section 551.042 of the Texas Government Code, this agenda has been posted at Saginaw City Hall, and distributed to the appropriate news media within the required time frame. All meetings of the Saginaw City Council are open to the public. Public participation and written comments are invited on all open session business items.

The Mayor and City Council request that all cell phones and pagers be turned off or set to vibrate. Members of the audience are requested to step outside to respond to a page or to conduct a phone conversation.

The City Hall is wheelchair accessible and special parking is available on the east side of the building. If special accommodations are required please contact the City Secretary a minimum of 72 hours in advance at 817-232-4640.

(1) Call to Order--Todd Flippo, Mayor

Pledge of Allegiance to the United States

Pledge of Allegiance to the State of Texas

"Honor the Texas Flag; I pledge allegiance to thee, Texas, one State under God, one and indivisible"

(2) Invocation--Pastor Dennis Hudson, Saginaw Park Baptist Church

(3) Audience Participation--On the Video Screen

(4) Consent Agenda

(a) Action regarding Minutes, March 17, 2020--Janice England, City Secretary

(b) Action regarding Minutes, March 26, 2020--Janice England, City Secretary

(c) Action regarding increasing the General Fund Emergency Reserve Balance by $1,650,000 and the Enterprise Fund Emergency Reserve Balance by $50,000 to comply with the Financial Management Policies--Kim Quin, Finance Director

(d) Action regarding Interlocal Agreement for Saginaw-Lake Worth Emergency Management Coordinator--Doug Spears, Fire Chief

(5) Consideration and Action regarding Amendment to City of Fort Worth Wholesale Sewer Contract Related to The Square--Rick Trice, P.E., Director of Public Works

(6) Consideration and Action regarding Award of Contract for Bailey Boswell Road Overpass--Rick Trice, P.E., Director of Public Works

(7) Consideration and Action regarding Overpass Agreement with Burlington Northern Santa Fe Railway Company for Bailey Boswell Road Overpass--Rick Trice, P.E., Director of Public Works

(8) Consideration and Action regarding an Individual Project Order with Kimley-Horn & Associates, Inc. (KHA) for Bailey Boswell Bridge Construction Phase Services--Rick Trice, P.E., Director of Public Works

(9) PUBLIC HEARING - Consideration and Action regarding Resolution No. 2020-11, FY2019-2020 Mid-Year Budget Revisions--Kim Quin, Finance Director NOTE: PUBLIC COMMENTS MAY ALSO BE SUBMITTED VIA TELEPHONE TO 817-230-0327 OR EMAIL TO jengland@saginawtx.org

(10) Update on Building Improvement Grant Program--Keith Rinehart, Director of Community and Economic Development

(11) Recess into Workshop--Todd Flippo, Mayor

(12) BUDGET WORKSHOP - Tax Rate Presentation

(13) Reconvene Back into Regular Session--Todd Flippo, Mayor

(14) Executive Session

551.071. Texas Government Code.

Consultation with Attorney. The City Council may convene in executive session to conduct a private consultation with its attorney on any legally posted agenda item, when the City Council seeks the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the following items:

(a) Any Posted Item

(b) Legal Advice regarding Emergency Declaration Authority and Associated Preemption Issues

(15) Adjournment--Todd Flippo, Mayor

City of Saginaw

Meeting Date: 4/7/2020

Staff Contact: Janice England, City Secretary

Agenda Items: (4)(a)

E-mail: jengland@saginawtx.org

Phone: 817-230-0327

SUBJECT:
Action regarding Minutes, March 17, 2020.

BACKGROUND/DISCUSSION:
The minutes of the March 17th City Council Meeting are presented for consideration.

FINANCIAL IMPACT:
N/A

RECOMMENDATION:
Staff recommends approval.

ATTACHMENTS:

Description

Minutes 3-17-2020

CITY OF SAGINAW
MINUTES OF CITY COUNCIL MEETING
AND PUBLIC HEARING
HELD AT THE SAGINAW CITY HALL
333 WEST MCLEROY BLVD.
MARCH 17, 2020

Present at the meeting:

Mayor	Todd Flippo
Mayor Pro-Tem	Valerie Tankersley
Councilmember	Charles Beasley
Councilmember	Patrick Farr
Councilmember	Charles Tucker
Councilmember	Cindy Bighorse
Councilmember	Mary Copeland
Asst. City Manager	Dolph Johnson
Finance Director	Kim Quin
City Secretary	Janice England
Director of Public Works	Rick Trice, P.E.
Fire Chief	Doug Spears
Police Officer	Alex Shelton

Absent from the meeting:

City Attorney	Bryn Meredith
City Engineer	Andrew Simonsen, P.E.
City Manager	Gabe Reaume
Police Chief	Lee Howell
Director of Comm. & Eco Dev.	Keith Rinehart
Library Director	Ellen Ritchie
Director of Human Resources	Melanie McManus

Visitors at the meeting:

Kelly Stewart	Amy M. King

(1) Call to Order

Mayor Flippo called the meeting to order at 6:00 p.m. with a quorum present.

Pledge of Allegiance to the United States

Pledge of Allegiance to the State of Texas

(2) Invocation

In the absence of Pastor Michael Orr, Councilmember Tucker gave the invocation.

(3) Audience Participation

This item was covered on the video screen.

(4) a. Action regarding Minutes, March 3, 2020

b. Action regarding Service Agreement with Diversified Processing & Consulting, Inc. to provide a system to allow telephone payment of utility accounts

Summary: The utility billing staff receive customer requests on a daily basis for the ability to pay by telephone. After conducting an informal survey of neighboring cities, we discovered that telephone payment is a popular option. Diversified Processing & Consulting provides telephone payment service to other entities who use the same financial management software as the City of Saginaw. The estimated cost of implementation is $4,500. The annual service fee is estimated to be $2,580. Funding is available in the Enterprise Fund Budget.

c. Action regarding a Pipeline License Agreement with Burlington Northern Santa Fe (BNSF) Railroad for Saginaw Boulevard 16" Waterline Crossing Agreement

Summary: The Saginaw Boulevard 16" Waterline is identified in the 2019-20 Capital Improvement Program and includes a new Pipeline crossing of the BNSF Railroad. The proposed agreement requires a one-time license fee of $3,700 and insurance. BNSF Provides an option to obtain the required insurance through the railroad for an additional cost of $1,266. The total financial impact will be $4,966. Funds in the amount of $1,086,050 are budgeted in the Water and Wastewater Fund Capital Projects, Account 05-7022-55.

d. Action regarding Conflict Waiver to allow common legal counsel representation with TOASE (Taylor, Olson, Adkins, Sralla & Elam) for creation and negotiation of an Interlocal Agreement between Saginaw and Lake Worth for the proposed jointly shared staff position of Emergency Management Coordinator

Summary: TOASE provides legal counsel for both Saginaw and Lake Worth necessitating the need for a Conflict of Interest Waiver to be approved by both entities when entering into an Interlocal Agreement (ILA). Permitting TOASE to represent both entities poses minimal risk and counsel can be provided impartially for these negotiations. Staff and TOASE do not predict the relationship or discussions with Lake Worth regarding the Emergency Management Coordinator ILA to become contentious or unfriendly. Not approving the conflict waiver for the Emergency Management Coordinator ILA would require either Saginaw or Lake Worth to seek Counsel other than TOASE on this matter. The ILA for the Emergency Management will be presented for consideration at a future meeting.

e. Action regarding Interlocal Agreement with Fort Worth for Fire Dispatch Services

Summary: As approved in the current fiscal year budget, the City of Saginaw along with the City of Lake Worth will begin receiving fire dispatch services from the City of Fort Worth. An Interlocal Agreement (ILA) is the necessary "contract" between two municipalities to share or provide services to one another. Consolidation of fire dispatch services with the City of Fort Worth results in a higher level of service for our citizens through a reduction in the number of times a 911 caller is transferred, and a reduction in delays of cellular callers that are frequently routed to Fort Worth as the initial answering point. Fort Worth enjoys a CAD to CAD interface with MedStar which expedites handling of medical calls. It furthers the relationship between our two fire departments, and bolsters evolution toward regional consolidation of emergency dispatch. Funds are included in the current fiscal year budget to cover the costs which include a $60,000 in one-time costs for dispatch communications equipment, and $30 per dispatched incident which will be invoiced quarterly with monthly incident totals provided for validation before payment.

f. Action regarding Amendment Number 2 to an Individual Project Order (IPO) with Kimley-Horn and Associates, Inc. for McLeroy Boulevard Curb and Gutter Replacement

Summary: On April 16, 2019 an IPO with Kimley-Horn and Associates, Inc. was approved for the McLeroy Boulevard Curb and Gutter Replacement Project. The IPO, as approved, was limited to preparation of construction documents only with bidding and construction phase services deferred to a later date pending project selection for the proposed 2020 Bond Program. On January 21, 2020, the City Council authorized Amendment Number 1 to the IPO which added construction phase services. The

Project was advertised for bids and comments were received from potential bidders regarding the need to provide proposed curb grades. The bid was cancelled to allow Staff to revise the bidding documents to include the proposed grades. Amendment Number 2 will allow Kimley-Horn and Associates to provide the following services: construction documents preparation ($15,000); bidding ($3,000); and survey ($12,000). The total financial impact will be $30,000. Funds are available in the Street Maintenance Fund to cover the costs of the amendment.

Councilmember Bighorse requested that Item 4f be pulled from the Consent Agenda for discussion.

Motion was made by Mayor Pro-Tem Tankersley with a second by Councilmember Farr to approve Items 4a, 4b, 4c, 4d, and 4e of the consent agenda as presented. Motion carried unanimously. 7-0-0-0

For: Mayor Flippo, Mayor Pro-Tem Tankersley, Councilmembers Beasley, Farr, Tucker, Bighorse, and Copeland

Against: None

Abstain: None

Absent: None

f. Action regarding Amendment Number 2 to an Individual Project Order (IPO) with Kimley-Horn and Associates, Inc. for McLeroy Boulevard Curb and Gutter Replacement

Director of Public Works Trice explained that the proposed amendment addresses grades for the curbs which were not included in the original design for the project. Councilmember Bighorse asked if there was a reason this was not included originally. Director of Public Works Trice stated that initially the consensus was that the curb grades were not necessary. After speaking with several potential contractors, it was decided that curb grades should be identified and added to the specifications to ensure uniform curb grades.

Motion was made by Councilmember Farr with a second by Mayor Pro-Tem Tankersley to approve Item 4f of the consent agenda as presented. Motion carried unanimously. 7-0-0-0

For: Mayor Flippo, Mayor Pro-Tem Tankersley, Councilmembers Beasley, Farr, Tucker, Bighorse, and Copeland

Against: None

Abstain: None

Absent: None

(5) Presentation of 2019 Economic Excellence Award from the Texas Economic Development Council

Mayor Flippo announced that the City is one of fifty-three (53) organizations to be awarded the 2019 Economic Excellence Award from the Texas Economic Development Council (TEDC). The TEDC Economic Excellence Program provides recognition to professional economic development by administration staff, elected and appointed officials, and exemplary professional standards demonstrated by the Economic Development Staff.

(6) PUBLIC HEARING – Consideration and Action regarding Resolution No. 2020-06, FY2020 Community Development Block Grant (CDBG) Project, New Sidewalk Construction in 215-500 blocks of Bluebonnet Street (46th Year CDBG Project)

Mayor Flippo declared the public hearing for this item opened at 6:11 p.m. Mayor Flippo called for any public comment. Ms. Kelly Stewart addressed the Council. She expressed her support of the proposed project. She added that the sidewalks are needed. Mayor Flippo called for any additional input. There was none. Mayor Flippo declared the public hearing closed at 6:12 p.m.

Motion was made by Mayor Pro-Tem Tankersley with a second by Councilmember Beasley to approve Resolution No. 2020-06, FY2020 Community Development Block Grant (CDBG) Project, New Sidewalk Construction in the 215-500 blocks of Bluebonnet Street (46th Year CDBG Project). Motion carried unanimously. 7-0-0-0

For: Mayor Flippo, Mayor Pro-Tem Tankersley, Councilmembers Beasley, Farr, Tucker, Bighorse, and Copeland

Against: None

Abstain: None

Absent: None

(7) PUBLIC HEARING – Consideration and Action regarding a Recommendation from the Planning and Zoning Commission regarding Amendment of the Zoning Ordinance (No. 2002-04) Amending the Regulations for "Parking Lot, Off Premises" (Ordinance No. 2020-06)

Mayor Flippo declared the public hearing for this item opened at 6:12 p.m. Mayor Flippo called for any public input. There was none. Mayor Flippo declared the public hearing closed at 6:14 p.m.

Motion was made by Councilmember Copeland with a second by Councilmember Beasley to approve Ordinance No. 2020-06, approving the recommendation from the Planning and Zoning Commission regarding amendment of the Zoning Ordinance (No. 2002-04) amending the regulations for "Parking Lot, Off Premises" as presented. Motion carried unanimously. 7-0-0-0

For: Mayor Flippo, Mayor Pro-Tem Tankersley, Councilmembers Beasley, Farr, Tucker, Bighorse, and Copeland

Against: None

Abstain: None

Absent: None

(8) PUBLIC HEARING – Consideration and Action regarding a Recommendation from the Planning and Zoning Commission regarding Amendment of the Zoning Ordinance (No. 2002-04) Amending the Regulations for "Auto Car Wash" (Ordinance No. 2020-07)

Mayor Flippo declared the public hearing for this item opened at 6:16 p.m. Mayor Flippo called for any public input. There was none. Mayor Flippo declared the public hearing closed at 6:18 p.m.

Motion was made by Councilmember Farr with a second by Mayor Pro-Tem Tankersley to approve Ordinance No. 2020-07, approving the recommendation from the Planning and Zoning Commission regarding amendment of the Zoning Ordinance (No. 2002-04) amending the regulations for "Auto Car Wash" as presented. Motion carried unanimously. 7-0-0-0

For: Mayor Flippo, Mayor Pro-Tem Tankersley, Councilmembers Beasley, Farr, Tucker, Bighorse, and Copeland

Against: None

Abstain: None

Absent: None

(9) Consideration and Action regarding an Individual Project Order with Kimley-Horn and Associates, Inc. for Design of N. Old Decatur Road

Motion was made by Mayor Pro-Tem Tankersley with a second by Councilmember Bighorse to approve the Individual Project Order with Kimley-Horn and Associates, Inc. for design of North Old Decatur Road. Motion carried unanimously. 7-0-0-0

For: Mayor Flippo, Mayor Pro-Tem Tankersley, Councilmembers Beasley, Farr, Tucker, Bighorse, and Copeland

Against: None

Abstain: None

Absent: None

(10) Consideration and Action regarding Award of Contract for 2020 Annual Mowing Contract

Motion was made by Councilmember Farr with a second by Mayor Pro-Tem Tankersley to award the bid for the 2020 annual mowing contract (finish mowing/grounds maintenance of city parks and rights-of-way) to Yellowstone Landscape in the amount of $203,662.50. Motion carried unanimously. 7-0-0-0

For: Mayor Flippo, Mayor Pro-Tem Tankersley, Councilmembers Beasley, Farr, Tucker, Bighorse, and Copeland

Against: None

Abstain: None

Absent: None

(11) Consideration and Action regarding Resolution No. 2020-10, adopting Financial Management Policies

Motion was made by Councilmember Farr with a second by Councilmember Beasley to approve Resolution No. 2020-10, adopting Financial Management Policies as modified. Motion carried unanimously. 7-0-0-0

For: Mayor Flippo, Mayor Pro-Tem Tankersley, Councilmembers Beasley, Farr, Tucker, Bighorse, and Copeland

Against: None

Abstain: None

Absent: None

(12) Executive Session

1 § 551.071. Texas Government Code. Consultation with Attorney. The City Council may convene in executive session to conduct a private consultation with its attorney on any legally posted agenda item, when the City Council seeks the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the following items:

a. Any Posted Item

(13) Adjournment

Motion was made by Councilmember Farr with a second by Mayor Pro-Tem Tankersley to adjourn the meeting. Motion carried unanimously. 7-0-0-0

For: Mayor Flippo, Mayor Pro-Tem Tankersley, Councilmembers Beasley, Farr, Tucker, Bighorse, and Copeland

Against: None

Abstain: None

Absent: None

Mayor Flippo declared the City Council Meeting of March 17, 2020 adjourned at 6:44 p.m.

ATTEST: APPROVED:

_____ _____

City Secretary Janice England Mayor Todd Flippo

City of Saginaw

Meeting Date: 4/7/2020

Agenda Items: (4)(b)

Staff Contact: Janice England
City Secretary

E-mail: jengland@saginawtx.org

Phone: 817-230-0327

SUBJECT:
Action regarding Minutes, March 26, 2020

BACKGROUND/DISCUSSION:
The minutes of the March 26th City Council Meeting are presented for consideration.

FINANCIAL IMPACT:
N/A

RECOMMENDATION:
Staff recommends approval.

ATTACHMENTS:

Description

Minutes 3-26-2020

CITY OF SAGINAW
MINUTES OF SPECIAL CITY COUNCIL MEETING
HELD AT THE SAGINAW CITY HALL
333 WEST MCLEROY BLVD.
MARCH 26, 2020

Present at the meeting:

Mayor	Todd Flippo
Councilmember	Patrick Farr
Councilmember	Charles Tucker
Councilmember	Cindy Bighorse
City Secretary	Janice England
Dir. of Community & Eco. Dev.	Keith Rinehart

Absent from the meeting:

Mayor Pro-Tem	Valerie Tankersley
Councilmember	Charles Beasley
Councilmember	Mary Copeland
City Manager	Gabe Reaume

Visitors at the meeting:

None

(1) Call to Order

Mayor Flippo called the meeting to order at 1:00 p.m. with a quorum present.

(2) Consideration and Action regarding Extension of City of Saginaw, Texas Declaration of Local Disaster due to Public Health Emergency (Ordinance No. 2020-08)

Motion was made by Councilmember Farr with a second by Councilmember Tucker to approve Ordinance No. 2020-08, Extension of City of Saginaw, Texas Declaration of Local Disaster due to Public Health Emergency. Motion carried unanimously. 4-0-0-3

For: Mayor Flippo, Councilmembers Farr, Tucker, and Bighorse

Against: None

Abstain: None

Absent: Mayor Pro-Tem Tankersley, Councilmembers Beasley, and Copeland

(3) Adjournment

Motion was made by Councilmember Farr with a second by Councilmember Bighorse to adjourn the meeting. Motion carried unanimously. 4-0-0-3

For: Mayor Flippo, Councilmembers Farr, Tucker, and Bighorse

Against: None

Abstain: None

Absent: Mayor Pro-Tem Tankersley, Councilmembers Beasley, and Copeland

Mayor Flippo declared the City Council Meeting of March 26, 2020 adjourned at 1:04 p.m.

ATTEST: APPROVED:

_____ _____

City Secretary Janice England Mayor Todd Flippo

City of Saginaw

Meeting Date: 4/7/2020

Agenda Items: (4)(c)

Staff Contact: Kim Quin
Finance Director

E-mail: kquin@saginawtx.org

Phone: 817-230-0332

SUBJECT:
Action regarding increasing the General Fund emergency reserve balance by $1,650,000 and the Enterprise Fund emergency reserve balance by $50,000 to comply with Financial Management Policies.

BACKGROUND/DISCUSSION:
The purpose of this item is to increase the balance of the General Fund and Enterprise Fund emergency reserves to comply with the Financial Management Policies adopted by the City Council on March 17, 2020. Both funds are required to reserve 25% of the operating budget for unexpected emergencies.

The current emergency reserve in the General Fund is $2,550,000; based on the current year budget less capital and one-time items the emergency reserve should be $4,200.000. An additional $1,650,000 should be added to the emergency reserve balance in the General Fund.

The current emergency reserve in the Enterprise Fund is $2,200,000; based on the current year budget less capital and one-time items the emergency reserve should be $2,250,000. An additional $50,000 should be added to the emergency reserve balance in the Enterprise Fund.

FINANCIAL IMPACT:
There is no financial impact as this is not an expenditure of funds but a reclassification of fund balance from unrestricted to restricted.

RECOMMENDATION:
Staff recommends increasing the General Fund Emergency Reserve by $1,650,000 and the Enterprise Fund Emergency Reserve Fund by $50,000.

City of Saginaw

Meeting Date: 4/7/2020

Agenda Items: (4)(d)

Staff Contact: Doug Spears
Fire Chief

E-mail: dougspears@saginawfire.us

Phone: 817-230-0412

SUBJECT:
Approval to enter into an Interlocal Agreement between the City of Saginaw and the City of Lake Worth for the shared staff position of Emergency Management Coordinator (EMC).

The presented Interlocal Agreement has undergone legal counsel review on behalf of both cities by TOASE (Taylor, Olson, Adkins, Sralla & Elam).

BACKGROUND/DISCUSSION:
As Emergency Management continues to evolve into a more prominent and specialized role in emergency services Saginaw and Lake Worth both continually struggle with Emergency Management responsibilities. The equally shared and funded position of Emergency Management Coordinator will help both communities reduce vulnerability to hazards and play a vital role in both preparation for and management of disasters and significant emergencies when they occur. *Please see the attached justification documentation.*

FINANCIAL IMPACT:
Funding for the shared EMC position was approved by City Council and included in the current fiscal year's budget.

RECOMMENDATION:
Approval of the Interlocal Agreement as presented.

ATTACHMENTS:

Description

Saginaw-Lake Worth EMC ILA
SFD EMC Memo
EMC Job Posting
EMC Job Description

INTERLOCAL AGREEMENT
FOR EMERGENCY MANAGEMENT COORDINATOR

This Interlocal Agreement for Emergency Management Coordinator ("Agreement") is made and entered into by and between the City of Saginaw, Texas ("Saginaw"), and the City of Lake Worth, Texas ("Lake Worth"). Saginaw and Lake Worth may sometimes hereafter be referred to collectively as the "parties" and individually as a "party."

RECITALS:

WHEREAS, Chapter 791 of the Texas Government Code authorizes local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested; and

WHEREAS, Saginaw and Lake Worth represent that each is independently authorized to perform the functions contemplated by this Agreement; and

WHEREAS, Saginaw and Lake Worth currently have a need for an Emergency Management Coordinator; and

WHEREAS, Saginaw intends to hire an Emergency Management Coordinator that the parties will equally share in the cost and services provided; and

WHEREAS, each party has sufficient funds available from current revenues to perform the functions contemplated by this Agreement; and

WHEREAS, both Saginaw and Lake Worth find it mutually desirable to enter into this Agreement.

NOW, THEREFORE in consideration of the mutual benefits and promises each to the other made herein, the parties named above do hereby agree as follows:

ARTICLE 1.
DEFINITIONS

For the purposes of this Agreement, the following definitions will apply:

"LWS Emergency Management Coordinator" shall mean the Lake Worth-Saginaw Emergency Management Coordinator.

Any word or phrases not specifically defined herein shall have as its ordinary and commonly understood meaning.

ARTICLE 2.
SAGINAW'S OBLIGATIONS

2.1 Saginaw agrees to employ the LWS Emergency Management Coordinator as a full-time position with the City of Saginaw.

2.2 Saginaw agrees that the LWS Emergency Management Coordinator will be considered a non-sworn member of its fire department unless they possess a Texas Commission on Fire Protection Firefighter Certification, in which case they may be registered as a firefighter for Saginaw.

2.3 Saginaw agrees that the direct supervision and regular evaluation of the LWS Emergency Coordinator will be shared equally by the fire chiefs of Saginaw and Lake Worth.

2.4 Saginaw agrees that the work time and effort of the LWS Emergency Management Coordinator will be split equally between Saginaw and Lake Worth.

2.5 Saginaw agrees to establish and maintain office accommodations for the LWS Emergency Management Coordinator in its fire station.

2.6 Saginaw agrees to pay the LWS Emergency Management Coordinator's salary and benefits in the same manner as other employees of the fire department, with half of such salary and benefits being reimbursed by Lake Worth.

2.7 Saginaw agrees to submit to Lake Worth an invoice detailing the compensation and benefits paid to the LWS Emergency Management Coordinator not later than March 1st and September 1st of each year of the Agreement.

2.8 Saginaw agrees to inform Lake Worth of the anticipated compensation and benefits as soon as possible each budget year, but no later than August 31st of each year of the Agreement.

2.9 Saginaw agrees that discretionary costs of the LWS Emergency Management Coordinator, including but not limited to salary increases, shall be mutually agreed upon by the parties through their respective annual budget process.

2.10 Saginaw agrees that capital expenditures for the LWS Emergency Management Coordinator must be approved by both parties through their respective annual budget process and shared equally between the parties. Capital expenditures may be funded and administered by either party. The party funding and administering a capital expenditure shall provide an invoice to the other party for one-half of the expenditure. An invoice received for a capital expenditure shall be paid within thirty (30) days of receipt. .

2.11 Saginaw agrees that the initial costs for procurement of a vehicle and radio equipment for the LWS Emergency Management Coordinator will be equally funded by the parties. The initial costs for procurement of a vehicle and radio equipment must be approved by both parties through their respective annual budget process. Saginaw will fund and administer the

procurement of a vehicle and radio equipment and provide an invoice to Lake Worth for half of the costs. Lake Worth shall pay the amount of the invoice within thirty (30) days of receipt.

2.12 Saginaw agrees that routine expenditures including but not limited to, cell phone, monthly wireless service, computer, internet access, radio subscriber fees, uniforms, office supplies, vehicle fuel and maintenance, and travel expenses, will be funded equally through both parties' General Operating budgets. The funding of routine expenditures shall be at the discretion of each fire chief, individually.

ARTICLE 3.
LAKE WORTH'S OBLIGATIONS

3.1 Lake Worth agrees that the LWS Emergency Management Coordinator will be considered a non-sworn member of its fire department unless they possess a Texas Commission on Fire Protection Firefighter Certification, in which case they may be registered as a firefighter for Lake Worth.

3.2 Lake Worth agrees that the direct supervision and regular evaluation of the LWS Emergency Management Coordinator will be shared equally by the fire chiefs of Saginaw and Lake Worth.

3.3 Lake Worth agrees that the work time and effort of the LWS Emergency Management Coordinator will be split equally between Saginaw and Lake Worth.

3.4 Lake Worth agrees to establish and maintain office accommodations for the LWS Emergency Management Coordinator in its fire station.

3.5 Lake Worth agrees to be responsible for and reimburse Saginaw for half of the LWS Emergency Management Coordinator's compensation and benefits.

3.6 Upon receipt of an invoice pursuant to Section 2.4, Lake Worth agrees to reimburse Saginaw no later than March 31st and September 30th of each year.

3.7 Lake Worth agrees that discretionary costs of the LWS Emergency Management Coordinator, including but not limited to salary increases, shall be mutually agreed upon by the parties through their respective annual budgeting process.

3.8 Lake Worth agrees that capital expenditures for the LWS Emergency Management Coordinator must be approved by both parties through their respective annual budget process and shared equally between the parties. Capital expenditures may be funded and administered by either party. The party funding and administering a capital expenditure shall provide an invoice to the other party for one-half of the expenditure. An invoice received for a capital expenditure shall be paid within thirty (30) days of receipt.

3.9 Lake Worth agrees that the initial costs for procurement of a vehicle and radio equipment for the LWS Emergency Management Coordinator will be equally funded by the parties. The initial costs for procurement of a vehicle and radio equipment must be approved by

both parties through their respective annual budget process. Saginaw will fund and administer the procurement of a vehicle and radio equipment and provide an invoice to Lake Worth for half of the costs. Lake Worth shall pay the amount of the invoice within thirty (30) days of receipt.

3.10 Lake Worth agrees that routine expenditures including but not limited to, cell phone, monthly wireless service, computer, internet access, radio subscriber fees, uniforms, office supplies, vehicle fuel and maintenance, and travel expenses, will be funded equally through both parties' General Operating budgets. The funding of routine expenditures shall be at the discretion of each fire chief, individually.

ARTICLE 4.
LWS EMERGENCY MANAGEMENT COORDINATOR JOB RESPONSIBILITIES

4.01 Supervision. The LWS Emergency Management Coordinator will work under the direct supervision of the fire chiefs or their designated representative(s).

4.02 Job Duties. The LWS Emergency Management Coordinator will be responsible for the following:

(a) Plan and coordinate emergency preparedness, response, and recovery operations by coordinating all of the components and activities regarding emergency preparedness with city departments and divisions, county, federal, and state agencies, and the general public.

(b) Develop, coordinate and lead emergency management training;

(c) Teach preparedness classes;

(d) Coordinate and evaluate emergency operations drills and actual disasters to make recommendations to improve operations and/or response;

(e) Advise city departments on their emergency plans and coordinates interdepartmental activities;

(f) Coordinates participation in disaster exercises.

(g) Plan, develop, review, maintain, and administer city-wide policies and programs related to emergency preparedness;

(h) Develop resource management procedures;

(i) Measure program effectiveness and recommend enhancement and improvements;

(j) Review and analyze city's comprehensive emergency management plan and the all-hazards mitigation plans and make recommendations to effectively handle disasters or major emergencies, as well as develop new plans as

needed, and ensures that plans are current and adequately address specific emergencies or disasters and that plans conform with federal and state requirements;

(k) Revise, update, and/or develop city-wide emergency management standard operating procedures;

(l) Ensure operating procedures are consistent and understood by city staff, emergency management partners/liaisons;

(m) Maintain close communication with designated partners/liaisons in order to relay new procedures and developments;

(n) Serve as a point of contact for the city in emergency and/or disaster response situations;

(o) Work in conjunction with local, regional and state entities for emergency and/or disaster response;

(p) Initiate and monitor the increased readiness actions among the city services when disaster threatens;

(q) Serve as the Cities of Lake Worth and Saginaw's representative at local and regional emergency management meetings;

(r) Serve as the liaison with local and state agencies, local organizations and community groups regarding emergency preparedness;

(s) Oversee emergency management systems including the Emergency Operations Centers and EOC communications;

(t) Coordinate staffing of the Emergency Operations Centers (EOC) with designated personnel;

(u) Coordinate EOC activities to support natural or man-made disasters or major emergency operations;

(v) Develop, coordinate, and maintain city, county and regional mutual aid and cooperative assistance agreements to provide needed services, equipment, or other resources in the event of an emergency;

(w) Keep city staff and elected officials apprised of the preparedness status and emergency management needs during potential emergency events as directed by the fire chiefs.

(x) Monitor state and federal legislation and regulations governing emergency management and advise the fire chiefs on actions required resulting from the legislation or regulations;

(y) Develop educational and community outreach programs to inform citizens on overall emergency preparedness;

(z) Work closely with volunteer, community, and business groups to coordinate educational programs and planning efforts;

(aa) Assists in the preparation of emergency press releases;

(bb) Prepare and present public awareness programs to civic groups, medical facilities, schools, and other organizations;

(cc) Provide for the development and or coordination of Community Emergency Response Team(s) (CERT);

(dd) Assist in coordination and delivery of local CERT courses;

(ee) Identify volunteer opportunities for citizens to contribute to local homeland security efforts;

(ff) Conduct risk and threat assessment;

(gg) Work with and advise city departments on their emergency plans;

(hh) Coordinate interdepartmental activities, and advise city officials regarding disaster mitigation, response, and recovery procedures and resources;

(ii) Provide assistance to organizations by conducting facility surveys to evaluate their emergency plans and make appropriate recommendations as needed;

(jj) Continually evaluates and monitors warning notification systems and coordinates with the appropriate city departments to maintain the system's readiness;

(kk) Under direction of the fire chiefs, coordinate mutual aid or cooperative assistance agreements to provide needed services, equipment, or other resources in the event of an emergency;

(ll) Coordinate with organized volunteer groups and businesses regarding emergency operations;

(mm) Prepare news articles for public release;

(nn) Serve on the Cities Special Event Committee;

(oo) Review all special event permit applications and develop a unified Incident Action Plan for major events;

(pp) Secure technical and financial assistance through grants and public/private partnerships;

(qq) Prepare and submit program funding documentation and coordinates grant proposal activities related to emergency preparedness;

(rr) Create and maintain a computerized database of hazardous chemicals within the jurisdictions;

(ss) Draft reports and studies required by agencies at local, state, and federal levels;

(tt) Attend and complete all required education courses as assigned and required by state and federal agencies; and

(uu) Perform other related duties as assigned.

ARTICLE 5.
TERM, TERMINATION, AND RENEWAL

5.1 The term of this Agreement shall be for one year beginning upon the execution by both parties and shall automatically renew for additional one-year terms. Either party may terminate this Agreement without penalty, with or without cause, upon providing the other party with ninety (90) days written notice. All costs and liabilities incurred by prior to the termination shall be shared in accordance with the terms of this Agreement.

5.2 Upon the expiration or termination of this agreement for any reason, ownership of mutually agreed to and mutually funded vehicles, equipment and capital expenditures for the LWS Emergency Management Coordinator shall remain with the party that administered the purchase. The party that maintains ownership for mutually agreed to and mutually funded vehicles, equipment or capital expenditures shall pay to the other party an amount equal to one-half of the depreciated value of the vehicle, equipment or capital expenditure.

ARTICLE 6.
LIABILITY

6.1 Responsibility for Claims. The parties agree, to the extent authorized by law and without waiving any immunity, right, protection, or defense to which a party may be entitled, that each party shall only be responsible for any claims for damages, costs, and expenses to a person or persons or property arising from or caused by the act or omission of its respective officials, agents, representatives, and employees in the performance of this Agreement, including but not limited to their acts of negligence or omission, but only to the extent the party would otherwise be liable under law.

6.2 Joint Liability. In the event of joint or concurrent negligence of the parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the state of Texas, without, however, waiving any governmental immunity, right, protection, or defense available to any party individually under Texas law. Each party shall be responsible for its sole negligence. The provisions of this section are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

ARTICLE 7.
GENERAL PROVISIONS

7.1 Severability. The parties intend for the various provisions of this Agreement to be severable so that the invalidity, if any, of any one section (or more) shall not affect the validity of the remaining provisions or sections.

7.2 Multiple Originals. This document may be executed in any number of original signature counterparts, each of which shall for all purposes be deemed an original, and all such counterparts shall constitute one and the same document.

7.3 Authorization. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entity.

7.4 Governing Law and Venue. The Agreement shall be governed by the laws of the State of Texas, and exclusive venue for any action concerning this Agreement shall be in a State District Court of Tarrant County, Texas.

7.5 Entire Agreement. This Agreement represents the entire agreement of the parties and supersedes any verbal or written representations of, to or by the parties to each other.

7.6 Notices. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days after being sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered.

If intended for Saginaw, to:
City of Saginaw, Texas
Attn: City Manager
333 W. McLeroy Blvd
Saginaw, Texas 76179

If intended for Lake Worth, to:
City of Lake Worth
Attn: City Manager
3805 Adam Grubb
Lake Worth, Texas 76135

7.7 Waiver. No waiver or modification of this Agreement or of any rights or obligations hereunder shall be valid or binding, unless and until it is in a writing expressly providing for such

waiver or modification in clear and unequivocal terms and signed by the party or parties to be charged.

7.8. Attorney's Fees. In the event it should become necessary to take legal action to interpret or enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover from the non-prevailing party reasonable attorney's fees and costs of court.

EXECUTED TO BE EFFECTIVE on this the ____ day of _____, 2020.

CITY OF SAGINAW, TEXAS	**CITY OF LAKE WORTH, TEXAS**
_____	_____
Todd Flippo, Mayor	Stacey Almond, City Manager
Date: _____	Date: _____

Saginaw Fire Department

400 S. Saginaw Blvd. Saginaw, Texas 76179
Tel: 817-230-0412 Fax: 817-232-3731

DOUG SPEARS
FIRE CHIEF

TO: City Manager Gabe Reaume

FROM: Fire Chief Doug Spears

DATE: July 31, 2019

RE: Emergency Manager Position

This is a continuation of our original request from last year (2018) to add the position of Emergency Management Coordinator or EMC to our department. The information below is what was included in last year's request.

Emergency Management responsibilities are assigned to the fire department as they are in the vast majority of communities throughout the country. Our department struggles with managing those responsibilities at the level necessary and as Emergency Management continues to evolve into a more prominent role in local, state and federal emergency services, those struggles will only increase. Emergency Management duties are time intensive and require a person with specific skills and training to proficiently fulfill the role of EMC and perform those duties.

As the Chief of the fire department I am also the EMC. Although those two roles mesh seamlessly for some activities and duties, other times they are two distinctly different roles and it takes two separate individuals working independently to fulfill the roles and responsibilities proficiently, particularly during a disaster or larger scale incident.

I have attached a job description for an EMC position that outlines the role and responsibilities but I want to expand on that for easier understanding. Emergency Management is not about command and control, that is the role of the Fire Chief and/or the Police Chief. Emergency Management is coordination and collaboration, which is the realm of the EMC.

To further explain, EMC's perform the managerial function of creating framework in which communities reduce vulnerability to hazards and cope with disasters and those functions are primarily divided into four categories; mitigation, preparedness, response and recovery.

- Mitigation involves the identification and reduction of potential exposure from a hazard or event much like fire prevention does specifically for fire hazards. There are numerous federal grant opportunities to reduce threats or hazards that our communities are exposed to. Being aware of all opportunities, becoming eligible and

maintaining eligibility, applying, and managing the grant and the project simply requires a dedicated position. Fire Chief's and their admin staff simply do not have the time necessary to both adequately manage a fire department and effectively perform the duties of an EMC.

- Preparedness involves assurance of readiness to respond to a disaster or a significant incident. No matter how good mitigation activities are, not all risk can be reduced or eliminated, Mother Nature reminds us of that. Effective preparedness does however assist in limiting the extent of damage.

- Response involves the implementation of our Emergency Operations Plan (EOP) and the Emergency Operations Center (EOC). Disasters and large scale events are all coordinated and managed through an EOC using an EOP as the playbook. The EMC is the EOC manager. During a disaster or large scale event the EMC is the go-to liaison for communication and coordination with county, state and federal officials for the request and tracking of resources and documentation management. There is a much defined procedure for requesting disaster event resources and the detailed documentation process that must be adhered to from the onset to prevent delays in getting assistance and seeking financial support or reimbursement for the event.

- Recovery involves putting our community back to the condition it was before the event or disaster. In most cases this is the most time consuming phase. The EMC coordinates most all facets of recovery and more importantly all the documentation necessary for financial assistance/reimbursement. As mentioned above, the documentation must be detailed and accurate from the onset of an incident.

Bottom line, a Fire Chief cannot be expected to effectively perform the role of the EMC during a disaster or large scale event while charged with the overall response to the incident. Likewise the vital planning and preparedness activities of the EMC can also not be performed effectively by a Fire Chief without an assigned staff member who has the necessary time, training, skills and knowledge to fulfill Emergency Management duties.

To attract and retain a top quality individual capable of fulfilling the extensive duties as an EMC my recommendation is to establish a starting salary amount in the $60,000 range. Applying total position cost for a $60,000 annual salary creates an annual recurring budget impact of approximately $95,000. To effectively perform the duties of EMC a dedicated vehicle for this position will be required. Estimated cost for an adequately equipped vehicle is $42,000. The vehicle and the addition of public safety portable radio creates an initial one time budgetary impact for this position of approximately $50,000.

In my original request it was noted that there is potential interest from the City of Lake Worth to partner in the position of EMC as a shared resource. This would permit cost sharing for the position, both the initial one time and recurring costs. The role and responsibilities of this position within each jurisdiction mirror each other and are without jurisdictional conflict permitting it to be a shared resource. Our closely adjacent proximity to one another and the very effective working relationship between our fire departments also lend in making this position ideal for shared resource consideration.

LAKE WORTH-SAGINAW
JOB OPPORTUNITY ANNOUNCEMENT
EMERGENCY MANAGEMENT COORDINATOR

OPENING DATE:	March 6, 2020	CLOSING DATE: April 16, 2020 at 5:00 PM

COMPENSATION: Starting salary contingent on qualifications
Grade 29 - $60,922 Minimum $77,175 Maximum
FLSA Exempt
Emergency Management Coordinator Vehicle Provided

WORK SCHEDULE: 5 days per week, 8 hours per day - typically Monday through Friday. Other hours as assigned. On call as assigned.

RESIDENCY: Must reside within 45 minutes' drive time from Lake Worth-Saginaw area

MINIMUM REQUIREMENTS

CITIZENSHIP: Must be a United States Citizen by birth or naturalization.

EDUCATION: High School Diploma or equivalent. Bachelor's Degree in Emergency Management, Public administration or related field preferred; or, an equivalent combination of education and emergency management or emergency service experience to perform the duties and functions as outlined within accompanying job description.

VISION: Standard visual acuity without correction, at least 20/40 in one eye and 20/100 in the other eye and correctable to at least 20/20 and 20/40.

COLOR VISION: Must be able to distinguish colors.

HEARING: 15/15 without correction.

DRIVING: Must have a valid Texas Driver's License

All applicants must be able to perform essential and non-essential job duties with or without a reasonable accommodation.

All applicants must possess a high school diploma or equivalent, valid Texas driver's license, and excellent driving record. **Certifications, high school/college diploma, driver's license, social security card, military service record, if applicable, personal history form, Release for Information Waiver, Authorization to Conduct Drug/Alcohol Testing, and a completed Department of Public Safety Computerized Criminal History Verification form must be turned in with the application.**

NON-TOBACCO USERS PREFERRED
NO SMOKING ON DUTY OR IN ANY CITY BUILDINGS OR VEHICLES

City of Saginaw Personnel Office, 333 W. McLeroy Blvd., Saginaw, Texas 76179
Phone: 817-230-0330 Email: applications@ci.saginaw.tx.us

Application packets are available:

In Person: **City of Saginaw Personnel Office, 333 W. McLeroy Blvd., Saginaw, TX 76179**
Online: **www.saginawtx.org**

Equal Opportunity Employment

Note: The Immigration Reform and Control Act of 1986 require the Cities of Lake Worth & Saginaw to hire only U.S. Citizens and lawfully authorized alien workers. Employability verification will be required of prospective employees.

EMPLOYEE BENEFITS

SALARY:	Salary ranges are designed to be competitive with industries and municipalities and additional pay opportunities for advanced certifications.
RETIREMENT:	Texas Municipal Retirement System 7% rate, 2 to 1 city matching contributions, 5 year vesting period and 20-year retirement eligibility
LONGEVITY:	$6.00 per month of service after the first year. Paid in lump sum check on the First Friday in December of each year.
SERVICE AWARDS:	Service pins awarded for each 5 years of service.
VACATION:	40 hours after 6 months, 40 hours after 1 year 1 year to 5 years – earn 6.70 hours for 8 months, 6.60 hours for 4 months 5 years to 15 years – earn 10 hours per month 15 years to 25 years – earn 13.40 hours for 4 months, 13.30 hours for 8 months 25 years plus – earn 16.70 hours for 8 months, 16.60 hours for 4 months
SICK LEAVE	80 hours annually, 40 hours after 6 months, remaining 40 hours are accrued at 6.70 hours for 4 months, and 6.60 hours for 2 months 1 year plus – earn 6.70 hours for 8 months, and 6.60 hours for 4 months
HOLIDAYS:	New Year's Day, Good Friday, Memorial Day, July 4, Labor Day/September 11 (observed) for Fire, Thanksgiving and following Friday, Christmas Eve and Christmas Day 2 Floating Holidays
INSURANCE:	Medical and Dental, (Employee portion funded by the City, dependant coverage Optional with the City funding a maximum of $365.00 per month toward dependent coverage)
	Life 50,000/100,000 (Paid by the City)
UNIFORM:	Provided by Lake Worth-Saginaw
OTHER:	Direct deposit to savings or checking accounts, Disability Plan after l year of employment.

EMERGENCY MANAGEMENT COORDINATOR HIRING PROCESS

The hiring process for Emergency Management Coordinator will consist of the following: a review of applicants, selection of preferred applicants to progress to oral interview board(s), interview(s) with the Public Safety Chiefs. Hiring is contingent on results of background check, criminal history, physical examination and drug screen. Applicant(s) with the highest overall ranking may not necessarily be the final applicant(s) chosen. **We reserve the right not to employ any applicant.**

APPLICANT NOTES:	Regular and reliable attendance is required of all employees.
	The Cities of Lake Worth and Saginaw are at-will employers.
	The EMC job description is a general summary; it is <u>not</u> an all-inclusive list of job duties, and employees will be required to complete other duties as assigned.
	Completed applications are required to be considered for employment positions. A resume may be provided but it must accompany the completed employment application.

For further information about the Cities of Lake Worth and Saginaw, visit our websites at:

www.lakeworthtx.org www.saginawtx.org

LAKE WORTH / SAGINAW FIRE DEPARTMENT

STANDARD OPERATING GUIDELINES

EMERGENCY MANAGEMENT COORDINATOR JOB DESCRIPTION & REQUIREMENTS

Job Summary:

Work is performed under the direct supervision of the Fire Chiefs or their designated representative(s); responsible for efficient and effective administration of a comprehensive Emergency Preparedness Program by coordinating all of the components and activities regarding emergency preparedness with city departments and divisions, county, federal, and state agencies, and the general public. Includes developing, coordinating, and implementing emergency operations plans and operating procedures, analyzing and distributing information concerning natural and man-made emergencies and/or disasters, developing educational and community outreach strategies, and developing resource management procedures. Organizes, coordinates, and implements emergency management exercises, training programs, and teaches preparedness classes. Secures technical and financial assistance through grants and Public/Private partnerships.

Essential Job Functions:

Plans and coordinates emergency preparedness, response, and recovery operations.

Develops, coordinates and leads emergency management training; coordinates and evaluates emergency operations drills and actual disasters to make recommendations to improve operations and/or response; advises City departments on their emergency plans and coordinates interdepartmental activities. Coordinates participation in disaster exercises.

Plans, develops, reviews, maintains, and administers City-wide policies and programs related to emergency preparedness; measures program effectiveness and recommends enhancement and improvements.

Reviews and analyzes city's comprehensive emergency management plan and the all-hazards mitigation plan, makes recommendations to revise, update, and improve these plans to effectively handle disasters or major emergencies, develops new plans as needed, and ensures that plans are current and adequately address specific emergencies or disasters and that plans conform with federal and state requirements.

Revises, updates, and/or develops city-wide emergency management standard operating procedures, ensures that operating procedures are consistent and understood by city staff, emergency management partners/liaisons, and maintains close communication with designated partners/liaisons in order to relay new procedures and developments.

Serves as a point of contact for the city in emergency and/or disaster response situations; works in conjunction with local, regional and state entities for emergency and/or disaster response; initiates and monitors the increased readiness actions among the city services when disaster threatens.

Serves as the Cities of Lake Worth & Saginaw's representative at local and regional emergency management meetings.

Serves as the liaison with local and/or state agencies, local organizations and community groups regarding emergency preparedness.

Oversees emergency management systems including the Emergency Operations Centers and EOC communications.

Coordinate staffing of the Emergency Operations Centers (EOC) with designated personnel, and coordinates EOC activities to support natural or man-made disasters or major emergency operations.

Development, coordination, and maintenance of city, county and regional mutual aid and cooperative assistance agreements to provide needed services, equipment, or other resources in the event of an emergency.

Keeps the city staff and elected officials apprised of the preparedness status and emergency management needs during potential emergency events as directed by the Fire Chiefs.

Monitors State and Federal legislation and regulations governing emergency management and advises the Fire Chiefs on actions required resulting from the legislation or regulations.

Develops educational and community outreach programs to inform citizens on overall emergency preparedness, works closely with volunteer, community, and business groups to coordinate educational programs and planning efforts, and assists in the preparation of emergency press releases.

Prepares and presents public awareness programs to civic groups, medical facilities, schools, and other organizations.

Provides for the development and or coordination of Community Emergency Response Team(s) (CERT). Assist in coordination and delivery of local CERT courses. Identifies volunteer opportunities for citizens to contribute to local homeland security efforts.

Conducts risk and threat assessments, works with and advises city departments on their emergency plans, coordinates interdepartmental activities, and advises city officials regarding disaster mitigation, response, and recovery procedures and resources.

Provides assistance to organizations by conducting facility surveys to evaluate their emergency plans and make appropriate recommendations as needed.

Continually evaluates and monitors warning notification systems and coordinates with the appropriate city departments to maintain the system's readiness.

Coordinates with organized volunteer groups and businesses regarding emergency operations.

Prepares news articles for public release.

Serves on the Cities Special Event Committees, reviews all special event permit applications and develops a unified Incident Action Plan for major events.

Secures technical and financial assistance through grants and Public/Private partnerships

Prepares and submits program funding documentation and coordinates grant proposal activities related to emergency preparedness.

Creates and maintains computerized database of hazardous chemicals within the jurisdictions.

Drafts reports and studies required by agencies at local, state, and federal levels.

Attends and completes all required education courses as assigned and required by state and federal agencies.

Must reside with 45 minutes' drive time to Lake Worth-Saginaw area.

Performs other related duties as assigned.

Knowledge, Skills and Abilities:

Knowledge of:

Emergency Management concepts, knowledge of basic first aid procedures; ability to communicate effectively, both orally and in writing; ability to establish and maintain effective working relationships with co-workers; ability to relate to persons of varying socioeconomic and ethnic backgrounds; and ability to maintain appropriate necessary certifications.

City policies and procedures; Fair Labor Standards Act, City and State codes and ordinances, record retention laws for public safety agencies, and laws pertaining to public safety agencies; records management; database management.

Principles and practices of emergency management.

Applicable federal, state, and local laws and regulations.

National Response Framework.

National Incident Management System.

Basic meteorology and storm spotting techniques.

Principles and procedures of record keeping.

Business letter writing and report preparation.

Research, data analysis, and report preparation techniques.

Grant programs and grants management principles and techniques.

Basic principles and practices of public administration.

Governmental structures and resources.

Standard office procedures such as filing, copying, and answering phones. Ability to effectively prepare and deliver presentations.

Skill in:

Proficiency in the use of computers and MS Office software programs to facilitate the creation of plans, reports, spreadsheets, and presentations.

Proficiency in technical writing knowledge, skills, and abilities needed to develop plans, reports, presentations, and other EM related documents.

Software Program Experience: WebEOC, Mapping Software, Emergency Notification Software.

Must demonstrate excellent oral and written communication skills.

Must have the ability to speak to large public meeting, present EM related information to Local, State, and regional EM practitioners.

Must be able to function calmly, effectively and decisively in emergency situations.

Ability to think analytically and apply sound judgment to solve problems and make effective decisions.

Ability to interpret and explain City emergency operations, policies, and procedures.

Required Education, Degrees, Certifications and/or License:

High School Diploma or General Equivalency Diploma; Valid Texas Driver's License;

Valid technician level amateur radio license or ability to obtain within twelve months;

Bachelor's Degree in Emergency Management, Public Administration or related field preferred; or, an equivalent combination of education and emergency management or emergency service experience to perform the duties and functions as outlined;

NIMS ICS Courses 100, 200, 300, 400, 700, 800 or ability to obtain within six months;

Ability to respond to emergencies or to perform threat monitoring activities at night or on weekends;

American Heart Association CPR and Basic First Aid Instructor Certifications or ability to obtain within six months

Physical Demands:

This position involves touching, talking, hearing, seeing, grasping, standing, stooping, kneeling, crouching, reaching, walking, repetitive motions, climbing, balancing, pushing, pulling and lifting. Must be able to exert up to 50 pounds of force occasionally, up to 20 pounds of force frequently, and/or up to 20 pounds of force constantly involving the moving of objects.

City of Saginaw

Meeting Date: 4/7/2020

Agenda Items: (5)

Staff Contact: Rick Trice, P.E.,
Director of Public Works

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:
Consideration and Action Regarding Amendment to City of Fort Worth Wholesale Wastewater Contract Related to The Square

BACKGROUND/DISCUSSION:
On June 18, 2019, City Council entered into a Chapter 380 Economic Development Agreement with AM & JK Development, LLC for The Square development (Development). The agreement obligated the City to make Grant Payments to the developer on a dollar for dollar reimbursement basis for roadway improvements, including sanitary sewer improvements.

The City of Fort Worth recently completed the Dozier Creek Sanitary Sewer along Development's north property line. The sewer provides an opportunity for a convenient and economical connection point for the Development. However, the desired connection point and service area is outside of an existing City of Fort Worth metering station for the City of Saginaw.

In order to make the connection, the City of Fort Worth is requiring pro-rata participation in the construction of the Dozier Creek Sanitary Sewer based on the flow being added to it by the Development and an amendment to the Wholesale Wastewater Contract to add the connection point.

The calculated cost participation is $34,425.82. The new connection point will be designated as Saginaw No. 5 and its address will be 751 N Saginaw Blvd. A new meter is not planned at this time. Billing is planned to be made based on a percentage of water consumption for taps in the Development's service area.

The actual connection will be funded by the Developer as a separate contract.

The funds will be drawn down from the First Grant payment of $1,000,000 under the 380 Agreement in lieu of reimbursement since the City of Fort Worth Wholesale Wastewater Agreement amendment must be executed and funded from the City of Saginaw.

FINANCIAL IMPACT:
The Fiscal Impact will be $34,425.82. Funds in the amount of $696,678 have been reserved in the Enterprise Fund for Water and Sanitary Sewer improvements under the Chapter 380 Economic Development Agreement.

RECOMMENDATION:
It is recommended that the City Council approve the Second Amendment to the City of Fort Worth Wholesale Wastewater Contract.

ATTACHMENTS:

Description

CFW Amendment to Wholesale Wastewater Contract

SECOND AMENDMENT TO
CITY SECRETARY CONTRACT NO. 49448
CITY OF SAGINAW WHOLESALE WASTEWATER CONTRACT

WHEREAS, on the 5th day of April, 2017, the City of Fort Worth and the City of Saginaw entered into City of Fort Worth City Secretary Contract No. 49448 (the "Contract"), providing for the treatment of wastewater for the area described in Exhibit A attached to the Contract; and

WHEREAS, only four points of connection in the City of Saginaw are referenced in Attachment A to the Contract; and

WHEREAS, since the execution of the Contract the City of Saginaw wishes to connect to an additional point in the Fort Worth System as shown in Revised Exhibit "A"; and

WHEREAS, by execution of this Second Amendment, both parties wish to authorize a connection with flow measuring device facility to Point of Entry Number 5 as described herein pursuant to Section 2 and Section 4 of the Contract; and

WHEREAS, the parties have acknowledged and confessed that additional point of connection should be made and ratified to serve the City of Saginaw pursuant to the terms and conditions contained herein.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

1.

Exhibit D, entitled Additional Terms, of the City of Fort Worth City Secretary Contract No. 49448 is hereby amended as follows:

EXHIBIT D
ADDITIONAL TERMS

1.0 Saginaw will be cost participating toward the sewer infrastructure improvement of the 36-inch sewer main being installed by Fort Worth Water Department. The total sewer infrastructure improvement cost for the portion of the gravity sewer

main serving that portion of Saginaw service area is $127,503.02 per MGD. Saginaw's cost participation of $34,425.82 is based on the peak sewer flow of 0.27 MGD, at the new meter location, multiplied by the cost per MGD for the gravity sewer line.

2.0 Point of Entry Number 5 shall be as designated on Revised Exhibit "A" and shall be known as Saginaw No. 5. Its address shall be 751 N Saginaw Blvd.

3.0 Payment will be due 30 days after the approval of this amendment.

All other terms, conditions, and covenants contained in City of Fort Worth, City Secretary Contract No. 49448 not amended herein or by the Second Amendment shall continue in full force and effect.

CITY OF FORT WORTH	**CITY OF SAGINAW**
_____	_____
Dana Burghdoff ASSISTANT CITY MANAGER	Todd Flippo MAYOR
DATE: _____	DATE: _____
APPROVED AS TO FORM AND LEGALITY	APPROVED AS TO FORM AND LEGALITY
_____	_____
Christa R. Reynolds ASSISTANT CITY ATTORNEY	_____ CITY ATTORNEY
ATTEST	ATTEST
_____	_____
Mary Kayser CITY SECRETARY	Janice England CITY SECRETARY

City of Saginaw

Meeting Date: 4/7/2020

Staff Contact: Rick Trice, P.E.,
Director of Public Works

Agenda Items: (6)

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:
Consideration and Action Regarding Award of Contract for Bailey Boswell Road Overpass

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BACKGROUND/DISCUSSION:
In May 2013, Saginaw voters approved General Obligation Bonds to provide funds for the Bailey Boswell Road Overpass project.

The project was advertised on January 15, 2020. Bids were received on February 26, 2020. The following bids were received:

Bidder	Bid Amount
Webber	$12,610,133.30
SEMA	$12,684,268.75
Ragle, Inc.	$13,383,501.75
Zachary Construction Corporation	$14,640,525.50
Texas Sterling Construction Co.	$15,311,242.65
Thalle Construction, Inc.	$16,372,659.20
Flour Heavy Civil	$16,682,426.87
J.D. Abrams, LP	$17,215,800.72
Mario Sinacola & Sons Excavating, Inc.	$17,756,092.21
Rebcon, Inc.	$17,982,067.90

The contract time specified for the project is 650 calendar days.

Kimley-Horn & Associates, Inc. has reviewed the bid and has recommended the award of contract to Webber.

FINANCIAL IMPACT:

The Financial Impact will be $12,610,133.30. Currently, total projected unencumbered funds available from 2015 and 2017 G.O. Bonds is $10,812,438.60. Staff has identified an additional $2,600,000 in funding available for the project increasing the funds available to $13,412,438.60.

Including this action, the projected encumbrances are the BNSF and UPRR agreements and the construction phase services IPO with Kimley-Horn and Associates, Inc. with an estimated total of $14,220,020.04. The estimated funding gap is $807,581.44. Contract expenditures will be funded in the interim through the Fund Balance with the intent of reimbursing the Fund with a future funding mechanism to provide the total required funding.

RECOMMENDATION:

It is recommended that City Council authorize a contract with Webber in the amount of $12,610,133.30 for the Bailey Boswell Road Overpass.

City of Saginaw

Meeting Date: 4/7/2020

Agenda Items: (7)

Staff Contact: Rick Trice, P.E.
Director of Public Works

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:
Consideration and Action regarding Overpass Agreement with Burlington Northern Santa Fe Railway Company for Bailey Boswell Road Overpass

BACKGROUND/DISCUSSION:
The proposed Overpass Agreement with Burlington Northern Santa Fe Railway Company (BNSF) provides for obligations of BNSF and the City to construct the overpass over BNSF right-of-way. The agreement includes the construction and design guidelines and requirements for the overpass. The agreement calls for special contract provisions that will be incorporated into the City's construction contract including agreements that must be entered into between BNSF and the contractor.

The agreement provides for reimbursement of inspection labor costs borne by the railroad estimated to be $333,300 based on 250 days of work within BNSF right-of-way.

FINANCIAL IMPACT:
The financial impact is estimated to be $333,300.Currently, total projected unencumbered funds available from 2015 and 2017 G.O. Bonds is $10,812,438.60. Staff has identified an additional $2,600,000 in funding available for the project increasing the funds available to $13,412,438.60.

Including this action, the projected encumbrances are the construction contract, UPRR agreement and the construction phase services IPO with Kimley-Horn and Associates, Inc. with an estimated total of $14,220,020.04. The estimated funding gap is $807,581.44. Contract expenditures will be funded in the interim through the Fund Balance with the intent of reimbursing the Fund with a future funding mechanism to provide the total required funding.

RECOMMENDATION:

Staff recommends approval of the Overpass Agreement with Burlington Northern Santa Fe Railway Company for Bailey Boswell Road Overpass.

ATTACHMENTS:

Description

Overpass Agreement with BNSF

OVERPASS AGREEMENT

BNSF File No. BF10016106
Bailey Boswell Road Overpass
U.S. D.O.T. No. 675285D
LS 485
MP 11.25
Wichita Falls Subdivision

This Agreement **("Agreement")**, is executed to be effective as of March 1, 2020 **("Effective Date")**, by and between BNSF RAILWAY COMPANY, a Delaware corporation **("BNSF"),** and CITY OF SAGINAW, TEXAS, a political subdivision of the State of TEXAS **("Agency").**

RECITALS:

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

WHEREAS, in the interest of aiding vehicular travel and public safety, the Agency is undertaking a project to construct a new crossing at separated grades to be known as the BAILEY BOSWELL ROAD Overpass, located at BNSF Line Segment 485 and Milepost 11.25, and designated by new D.O.T. No. 675285D; and

WHEREAS, the Agency and BNSF entered into an Easement Agreement, Exhibit B to the Grade Crossing Construction and Maintenance Agreement, (hereinafter referred to as **"BNSF Contract No. BF10010170"**), with an Effective Date of September 11, 2017, for a road widening project at the Bailey Boswell Road at-grade crossing, designated by D.O.T. No. 274645R and located at BNSF Milepost 11.24.

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 OFWORK

1. The term **"Project"** as used herein includes any and all work related to the construction of the proposed BAILEY BOSWELL ROAD Overpass (hereinafter referred to as the **"Structure"**), more particularly described on the Exhibit A attached hereto and incorporated herein, 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. During construction of the Structure, vehicular traffic will use the existing at-grade crossing of BAILEY BOSWELL ROAD.

ARTICLE II BNSF OBLIGATIONS

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

1. There is no cost for the Temporary Construction License as this covers the same area as the Permanent Easement attached to **BNSF Contract No. BF10010170**. BNSF hereby grants to Agency, its successors and assigns, upon and subject to the terms and conditions set forth in this Agreement, a temporary non-exclusive license (hereinafter called, "Temporary Construction License") to construct the Structure across or upon the portion of BNSF's right-of-way 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;

(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, provided such facilities do not materially interfere with the Agency's use of the Structure;

(c) Otherwise use or operate the right-of-way as BNSF may from time to time deem appropriate, provided such use or operations does not materially interfere with the Agency's use of the Structure; and

(d) Require the Agency or its contractor to execute a Temporary Construction Crossing Agreement, for any temporary crossing requested to aid in the construction of this Project.

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) 24 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.

The Agency has paid the cost for 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 Structure, substantially in the form of Exhibit B attached to **BNSF Contract No. BF10010170**. BNSF granted 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 at-grade crossing and the Structure.

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

(a) Procurement of materials, equipment and supplies necessary for the railroad work;

(b) Preliminary engineering, design, and contract preparation;

(c) Furnishing of flagging services during construction of the Project as required and set forth in further detail on Exhibit C;

(d) Furnishing engineering and inspection as required in connection with the construction of the Project; and

(e) Providing a contract project coordinator, at Agency's expense, to serve as a

project manager for the Project.

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

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

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

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

ARTICLE III AGENCYOBLIGATIONS

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. Four sets of said plans (reduced size 11" x 17"), together with two copies of calculations, and two copies of specifications in **English Units**, must be submitted to BNSF for approval prior to commencement of any construction. BNSF will give Agency final written approval of the plans and specifications substantially in the form of Exhibit E, attached to this Agreement and made a part hereof. Upon BNSF's final written approval of the plans and specifications, said plans and specifications will become part of this Agreement and are hereby incorporated herein. Any approval of the plans and specifications by BNSF shall in no way obligate BNSF in any manner with respect to the finished product design and/or construction. Any approval by BNSF shall mean only that the plans and specifications meet the subjective standards of BNSF, and such approval by BNSF shall not be deemed to mean that the plans and specifications or construction is structurally sound and appropriate or that such plans and specifications meet applicable regulations, laws, statutes or local ordinances and/or building codes.

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

3. Agency must provide for and maintain minimum vertical and horizontal clearances, as required in Exhibit C and as approved by BNSF as part of the plans and specifications for the Project.

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

5. Agency must make any and all arrangements, in compliance with BNSF's Utility Accommodation Manual (http://www.bnsf.com/communities/faqs/pdf/utility.pdf), for the installation or relocation of wire lines, pipe lines and other facilities owned by private persons, companies, corporations, political subdivisions or public utilities other than BNSF which may be necessary for the construction of the Project.

6. 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) Construction of the Structure;

(b) All necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on BNSF's right-of-way;

(c) Provide suitable drainage, both temporary and permanent;

(d) Installation and maintenance of an 8-ft. high fence and/or concrete combination (throw fence) on the outside barrier of the Structure;

(e) 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;

7. Agency must apply and maintain the following information, using seven (7) inch high black lettering and numbering on a white background in a conspicuous location on the east side and west side of the Structure near the center line of the existing railroad track below:

DOT NO. 675285D
MP 11.25

8. 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.

9. For any future inspection or maintenance, either routine or otherwise, performed by subcontractors on behalf of the Agency, Agency shall require the subcontractors to comply with the provisions of the attached Exhibit C and execute the agreement attached hereto as Exhibit C-1. Prior to performing any future maintenance with its own personnel, Agency shall: comply with all of BNSF's applicable safety rules and regulations; require any Agency employee performing maintenance to complete the safety training program at the BNSF's Internet Website "www.BNSFContractor.com"; notify BNSF when, pursuant to the requirements of Exhibit C, a flagger is required to be present; procure, and have approved by BNSF's Risk Management Department, Railroad Protective Liability insurance.

10. 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.

11. Agency or its contractor(s) must submit four (4) copies of any plans (including two sets of calculations in **English Units**) for proposed shoring, falsework or cribbing to be used over, under, or adjacent to BNSF's tracks to BNSF's Manager of Public Projects for approval. The shoring, falsework or cribbing used by Agency's contractor shall comply with the BNSF Requirements for construction of Grade Separation Projects set forth on Exhibit F and all applicable requirements promulgated by state and federal agencies, departments, commissions and other legislative bodies.

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

(a) The Provider 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 Provider 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 Provider must also mark all Lines shown on the plans or marked in the field in order to verify their locations. The Provider must also use all reasonable methods when working in the BNSF right-of-way or on BNSF property to determine if any other Lines (fiber optic, cable, communication or otherwise) may exist.

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

(c) Failure to mark or identify these Lines will be sufficient cause for BNSF to stop construction at no cost to the Agency or BNSF until these items are completed.

(d) In addition to the liability terms contained elsewhere in this Agreement, the Provider 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 Provider, 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 Provider, 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 PROVIDER 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, Exhibit C-l, and Exhibit F attached hereto and by reference made a part hereof.

14. Except as otherwise provided below in this Section 13, all construction work performed hereunder by Agency for the Project will be pursuant to a contract or contracts to be let by Agency, and all such contracts must include the following:

(a) All work performed under such contract or contracts within the limits of BNSF's right- of-way must be performed in a good and workmanlike manner in accordance with plans and specifications approved by BNSF;

(b) Changes or modifications during construction that affect safety or BNSF operations must be subject to BNSF's approval;

(c) No work will be commenced within BNSF's right-of-way until each of the prime contractors employed in connection with said work must have (i) executed and delivered to BNSF an agreement in the form of Exhibit C-l, and (ii) delivered to and secured BNSF's approval of the required insurance; and

(d) To facilitate scheduling for the Project, Agency shall have its contractor give BNSF's representative Roadmaster (Sean De Baun at mobile # 817-846-5098 or Sean.DeBaun@bnsf.com) four (4) weeks 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.

(e) The plans and specifications for the Project must be in compliance with the BNSF Requirements for construction of Grade Separation Projects set forth on Exhibit F, attached to this Agreement and incorporated herein.

15. Agency must advise the appropriate BNSF Manager of 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 of Public Projects, in writing, of the date on which Agency and/or its Contractor will meet with BNSF for the purpose of making final inspection of the Project.

16. **TO THE FULLEST EXTENT PERMITTED BY LAW, AGENCY HEREBY RELEASES, INDEMNIFIES, DEFENDS AND HOLDS HARMLESS BNSF, ITS AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, THE EMPLOYEES OF THE PARTIES HERETO) OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART) (I) THE USE, OCCUPANCY OR PRESENCE OF AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (II) THE PERFORMANCE, OR FAILURE TO PERFORM BY THE AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS, ITS WORK OR ANY OBLIGATION UNDER THIS AGREEMENT, (III) THE SOLE OR CONTRIBUTING ACTS OR OMISSIONS OF AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (IV) AGENCY'S BREACH OF THE TEMPORARY CONSTRUCTION LICENSE OR EASEMENT GRANTED TO AGENCY PURSUANT TO ARTICLE II OF THIS AGREEMENT, (V) ANY RIGHTS OR INTERESTS GRANTED TO AGENCY PURSUANT TO THE TEMPORARY CONSTRUCTION LICENSE OR EASEMENT DISCUSSED IN ARTICLE II OF THIS AGREEMENT, (VI) AGENCY'S OCCUPATION AND USE OF BNSF'S PROPERTY OR RIGHT-OF-WAY, INCLUDING, WITHOUT LIMITATION, SUBSEQUENT MAINTENANCE OF THE STRUCTURE BY AGENCY, OR (VII) AN ACT OR OMISSION OF AGENCY OR ITS OFFICERS, AGENTS,**

INVITEES, EMPLOYEES OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER. THE LIABILITY ASSUMED BY AGENCY WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY OR DEATH WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF BNSF.

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

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 conclusion in its logical order and sequence. Furthermore, any changes or modifications during construction which affect BNSF will be subject to BNSF's written approval prior to the commencement of any such changes or modifications from the Roadmaster (Sean De Baun at mobile # 817-846-5098 and Sean.DeBaun@bnsf.com), BNSF's Signal Supervisor (Marco Delgado at mobile # 817-320-4377 or Marco.Delgado@bnsf.com).

2. The work hereunder must be done in accordance with the BNSF Requirements for construction of Grade Separation Projects set forth on Exhibit F 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:

Dolph Johnson
City of Saginaw
333 W. McLeroy Blvd
Saginaw, Texas 76179
Email: djohnson@saginawtx.org

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

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), less BNSF's Share as set forth in Article IV, Section 6 herein. BNSF's Share must be paid upon completion of the Project.

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 parties mutually agree that neither construction activities for the Project, nor future maintenance of the Structure once completed, will be permitted during the fourth quarter of each calendar year. Emergency work will be permitted only upon prior notification to BNSF's Network Operations Center (telephone number: 800 832-5452). The parties hereto mutually understand and agree that trains cannot be subjected to delay during this time period.

9. Subject to the restrictions imposed by Article IV, Section 9 above, the construction of the Project will not commence until Agency gives BNSF's Manager of Public Projects thirty (30) days prior written notice of such commencement. The commencement notice will reference D.O.T. Crossing No. 675285D and must state the time that construction activities will begin.

10. In addition to the terms and conditions set forth elsewhere in this Agreement, including, but not limited to, the terms and conditions stated in Exhibit F, BNSF and Agency agree to the following terms upon completion of construction of the Project:

(a) Agency will own and maintain, at its sole cost and expense, the Structure, the highway approaches, and appurtenances thereto, lighting, drainage and any access roadways to BNSF gates installed pursuant to this Agreement. BNSF may, at its option, perform maintenance on the Structure in order to

avoid conflicts with train operations. BNSF will notify Agency prior to performing any such maintenance on the Structure. In the event such maintenance involves emergency repairs, BNSF will notify Agency at its earliest opportunity. Agency must fully reimburse BNSF for the costs of maintenance performed by BNSF pursuant to this subsection.

(b) Agency must, at Agency's sole cost and expense, keep the Structure painted and free from graffiti.

(c) Agency must provide BNSF with any and all necessary permits and maintain roadway traffic controls, at no cost to BNSF, whenever requested by BNSF to allow BNSF to inspect the Structure or to make emergency repairs thereto.

(d) 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.

(e) Agency must keep the Structure and surrounding areas clean and free from birds, pigeons, scavengers, vermin, creatures and other animals.

(f) If Agency (including its contractors and agents) or BNSF, on behalf of Agency, performs (i) alterations or modifications to the Structure, or (ii) any maintenance or other work on the Structure with heavy tools, equipment or machinery at ground surface level horizontally within 25'-0" of the centerline of the nearest track, or (iii) any maintenance or other work outside the limits of the deck of the Structure vertically above the top of the rail, then Agency or its contractors and/or agents must procure and maintain the following insurance coverage, which may be changed from time to time:

Railroad Protective Liability insurance naming only ***BNSF*** as the Insured with coverage of at least $5,000,000 per occurrence and $10,000,000 in the aggregate. The policy shall be issued on a standard ISO form CG 00 35 12 04 and include the following:

- Endorsed to include the Pollution Exclusion Amendment
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to remove any exclusion for punitive damages.
- Endorsed to include Evacuation Expense Coverage Endorsement.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to ***BNSF*** 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.

As used in this paragraph, “***BNSF”*** means “Burlington Northern Santa Fe, LLC”, “BNSF RAILWAY COMPANY” and the subsidiaries, successors, assigns and affiliates of each.

In lieu of providing a Railroad Protective Liability Policy, Agency may participate in BNSF’s Blanket Railroad Protective Liability Insurance Policy if available to Agency or its contractors. The limits of coverage are the same as above.

11. Agency hereby grants to BNSF, at no cost or expense to BNSF, a permanent right of access from Agency property to BNSF tracks for maintenance purposes.

12. Agency must provide one set of as built plans (prepared in **English Units)** to BNSF, as well as one set of computer diskettes containing as built CAD drawings of the Structure and identifying the software used for the CAD drawings. The "as built plans" must comply with the BNSF Requirements for construction of Grade Separation Projects set forth on Exhibit F and depict all information in BNSF engineering stationing and mile post pluses. The "as built plans" must also include plan and profile, structural bridge drawings and specifications, and drainage plans. All improvements and facilities must be shown.

13. Subject to the restrictions imposed by Article IV, Section 9 above and in accordance with the requirements of Article II, Section 9 above, Agency must notify and obtain prior authorization from BNSF's Manager of Public Projects before entering BNSF's right-of-way for **INSPECTION OR 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.

14. In the event that BNSF shall deem it necessary or desirable in the future, in the performance of its duty as a common carrier, to raise or lower the grade or change the alignment of its tracks or to lay additional track or tracks or to build other facilities in connection with the operation of its railroad, BNSF shall, at its expense, have full right to make such changes or additions, provided such changes or additions do not change or

alter the Structure herein proposed to be constructed and provided further, however, that should it become necessary or desirable in the future to change, alter, widen or reconstruct the Structure to accommodate railroad projects, the cost of such work, including any cost incidental to alteration of railroad or highway facilities made necessary by the alteration of the Structure shall be the sole responsibility of Agency.

15. Agency may, at Agency's sole expense, alter or reconstruct the highway components of the Structure if necessary or desirable, due to traffic conditions or pedestrian or other recreational traffic, provided, however, that any such alteration or reconstruction must receive BNSF's prior written approval as evidenced by either a supplement to this Agreement, or execution of a new agreement that provides for the termination of this Agreement. Furthermore, any alteration or reconstruction of the highway components of the Structure will be covered by a Commission Order.

16. Any books, papers, records and accounts of the parties hereto relating to the work hereunder or the costs or expenses for labor and material connected with the construction will at all reasonable times be open to inspection and audit by the agents and authorized representatives of the parties hereto, as well as the State of TEXAS and the Federal Highway Administration, for a period of one (1) year from the date of the final BNSF invoice under this Agreement.

17. 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.

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

19. 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.

20. To the maximum extent possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is prohibited by, or held to be invalid under, applicable law, such provision will be ineffective solely to the extent of such prohibition or invalidity and the remainder of the provision will be enforceable.

21. 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.

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

BNSF Railway Company:	BNSF Railway Manager Public Projects 5800 North Main Street Fort Worth, Texas 76179
Agency:	City of Saginaw City Manager 333 W. McLeroy Blvd Saginaw, Texas 76179

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: Paul Cristina

Title: Director Public Projects

WITNESS:

_____
Timothy J. Huya, Manager Public Projects

AGENCY

CITY OF SAGINAW, TEXAS

By: _____

Printed Name: Todd Flippo

Title: Mayor

WITNESS:

_____
Janice England, City Secretary

DESIGN	FED.RD. DIV.NO.	FEDERAL-AID PROJECT NO.		HIGHWAY NO.
KHA	6	CC 13-1-82		US 287
GRAPHICS KHA	STATE	DISTRICT	COUNTY	SHEET NO.
CHECK KHA	TEXAS	FTW	TARRANT	1
CHECK KHA	CONTROL	SECTION	JOB	
	0013	10	082	

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	SHEET INDEX

CITY OF SAGINAW, TEXAS

PLANS OF PROPOSED
STATE HIGHWAY IMPROVEMENT

FEDERAL-AID PROJECT

CITY OF SAGINAW PROJECT NO. PTF 2014 ( )

CSJ: 0013-10-082

HWY: US 287 (BAILEY BOSWELL RD)

TARRANT COUNTY

LIMITS: FROM OLD DECATUR RD
TO WAGLEY ROBERTSON RD

TOTAL LENGTH OF PROJECT =

ROADWAY	= 3800.00FT.	= 0.720 MI.
BRIDGE	= 1512.00FT.	= 0.286 MI.
TOTAL	= 5312.00FT.	= 1.010 MI.

TYPE OF WORK: FOR THE CONSTRUCTION OF NEW OVERPASS BRIDGE CONSISTING OF: GRADING, BASE, DRAINAGE, STRUCTURE, PAVEMENT, PAVEMENT MARKINGS, SIGNS

DESIGN SPEED = 40 MPH (ALL LANES)

FINAL PLANS

SUMMARY OF CHANGE ORDERS:

LETTING DATE: _____

NAME OF CONTRACTOR: _____

_____

DATE WORK BEGAN: _____

DATE WORK COMPLETED: _____

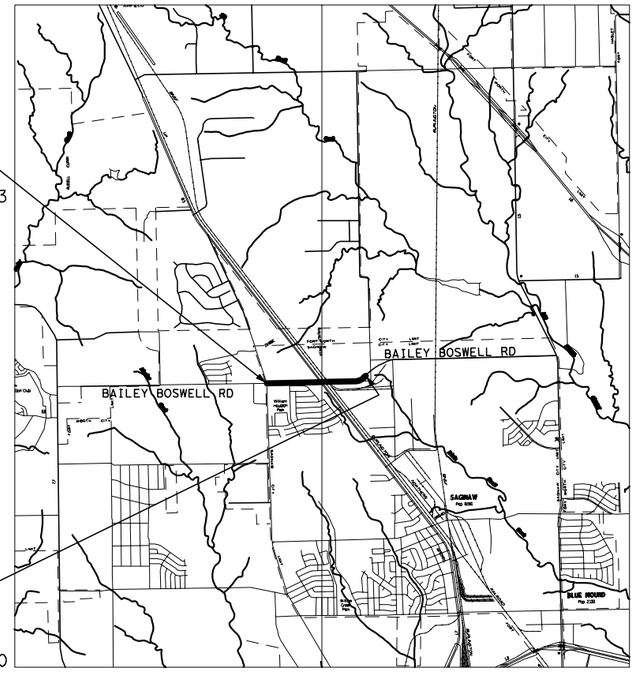
DATE WORK ACCEPTED: _____

90% SUBMITTAL

BEGIN PROJECT
CSJ 0013-10-082
US 287 (BAILEY BOSWELL RD)
℄ BAILEY BOSWELL RD STA 16+93



END PROJECT
CSJ 0013-10-082
US 287 (BAILEY BOSWELL RD)
℄ BAILEY BOSWELL RD STA 55+00



PROJECT LOCATION MAP

Kimley»Horn
TEXAS REGISTERED ENGINEERING FIRM F-928

SUBMITTED FOR LETTING: 20 _____

_____, P.E.
CONSULTANT DESIGN ENGINEER

PRELIMINARY
FOR REVIEW ONLY
Not for construction, bidding, or permit purposes.
Kimley»Horn
Engineer: DANA SHUMARD
P.E. No. 98520 Date JAN 2018

CONCURRENCE: 20 _____

_____, P.E.
CITY ENGINEER, CITY OF SAGINAW

Texas Department of Transportation
© 2018

RECOMMENDED FOR LETTING 20 _____

_____, P.E.
AREA ENGINEER

RECOMMENDED FOR LETTING 20 _____

_____, P.E.
DIRECTOR OF TRANSPORTATION PLANNING & DEVELOPMENT

APPROVED FOR LETTING: 20 _____

_____, P.E.
DISTRICT ENGINEER

APPROVED FOR LETTING: 20 _____

_____, P.E.
DIRECTOR, DESIGN DEVISION

WORK WAS COMPLETED ACCORDING TO THE PLANS AND CONTRACT.

_____, P.E.
Signature of Registrant & Date

Registered Accessibility Specialist (RAS) inspection Required. TDLR No. EABPRJ:

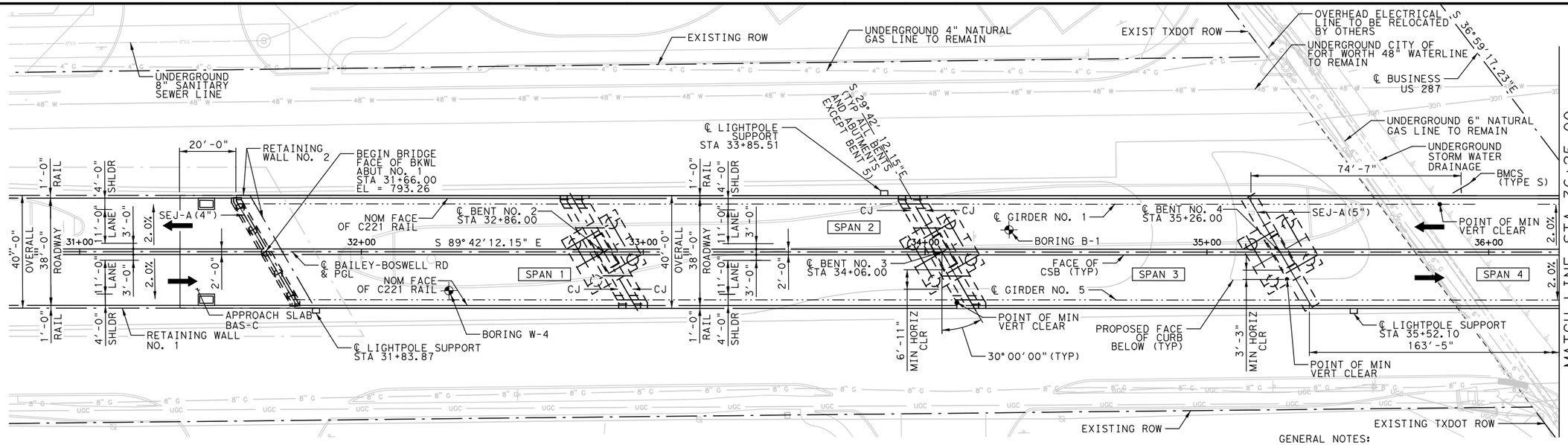
NOTE:

SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION, NOVEMBER 1, 2014, AND THE CONTRACT PROVISIONS LISTED AND DATED AS FOLLOWS SHALL GOVERN ON THIS PROJECT: REQUIRED CONTRACT PROVISIONS FOR ALL FEDERAL-AID CONSTRUCTION CONTRACTS (FORM FHWA 1273, MAY 1, 2012)

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PLOTTED: 7/19/2018 2:56:36 PM $$$SCALE$$$ BY:
FILENAME: \\DALFP02\data\Project\DAL*Design\06100310 3*Sag BB Bond\CADD\SAG-KHA-CVRTLE017-01.dgn

90% SUBMITTAL



PLAN

0 20 40 60 80

SCALE IN FEET

ADT: 6,233 VPD (2035)
NBI: TBD
DESIGN SPEED: 40 MPH
FUNCTIONAL CLASS: COLLECTOR

GENERAL NOTES:

1. DESIGNED FOR HL-93 LOADING IN ACCORDANCE WITH THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, 7TH EDITION WITH 2015 INTERIM SPECIFICATIONS.

2. "D" INDICATES DOWEL BAR IN CAP AT OUTSIDE GIRDERS.

3. SEE BORING LOGS SHEETS FOR ADDITIONAL INFORMATION.

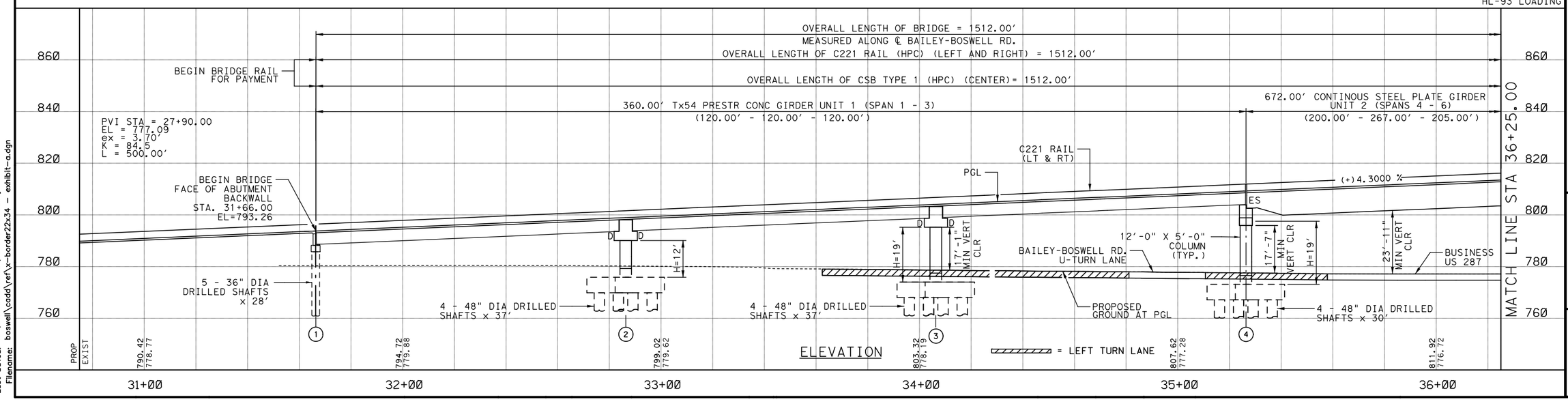
4. ALL DIMENSIONS EXCEPT FOR VERTICAL CLEARANCE ARE HORIZONTAL AND MUST BE CORRECTED FOR GRADE AND CROSS SLOPE.

5. SEE LIGHTING PLANS FOR BRIDGE LIGHTS, UNDERPASS LIGHTS, JUNCTION BOXES, GROUND BOXES, FUSED DISCONNECT SWITCHES, AND CONDUITS.

6. SEE BRIDGE TYPICAL SECTION SHEET FOR TRANSVERSE SECTIONS.

7. ALL UTILITIES ARE APPROXIMATE. CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES PRIOR TO ANY FOUNDATION WORK.

8. CJ = CONST JT OR CONTROLLED JT



ELEVATION

= LEFT TURN LANE

2015-06-15 08:05:22, Glynn-Mohr, Kelley
Plotted, By: 2018-11-26 12:29:54 (Model)
Last Saved: k:\dmt_structures\061003103_bailey
Filename: boswell\cadd\ref\x-border22x34 - exhibit-a.dgn

Kimley»Horn
801 Cherry Street, Unit 11, Suite 950, Fort Worth, TX 76102
Phone: (817) 335-6511 Fax: (817) 335-5070 Registration Number F-928

No.	Revision	By	Date

THIS DOCUMENT IS INCOMPLETE AND IS RELEASED TEMPORARILY FOR INTERIM REVIEW ONLY. IT IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.
MICHAEL L. RUSHING P.E.
SERIAL NO. 89600
DATE: DECEMBER 2018

CITY OF SAGINAW
BAILEY-BOSWELL ROAD
EXHIBIT A
DOT NO. 675285D
BNSF WICHITA FALLS SUBDIVISION, RR MP 11.25

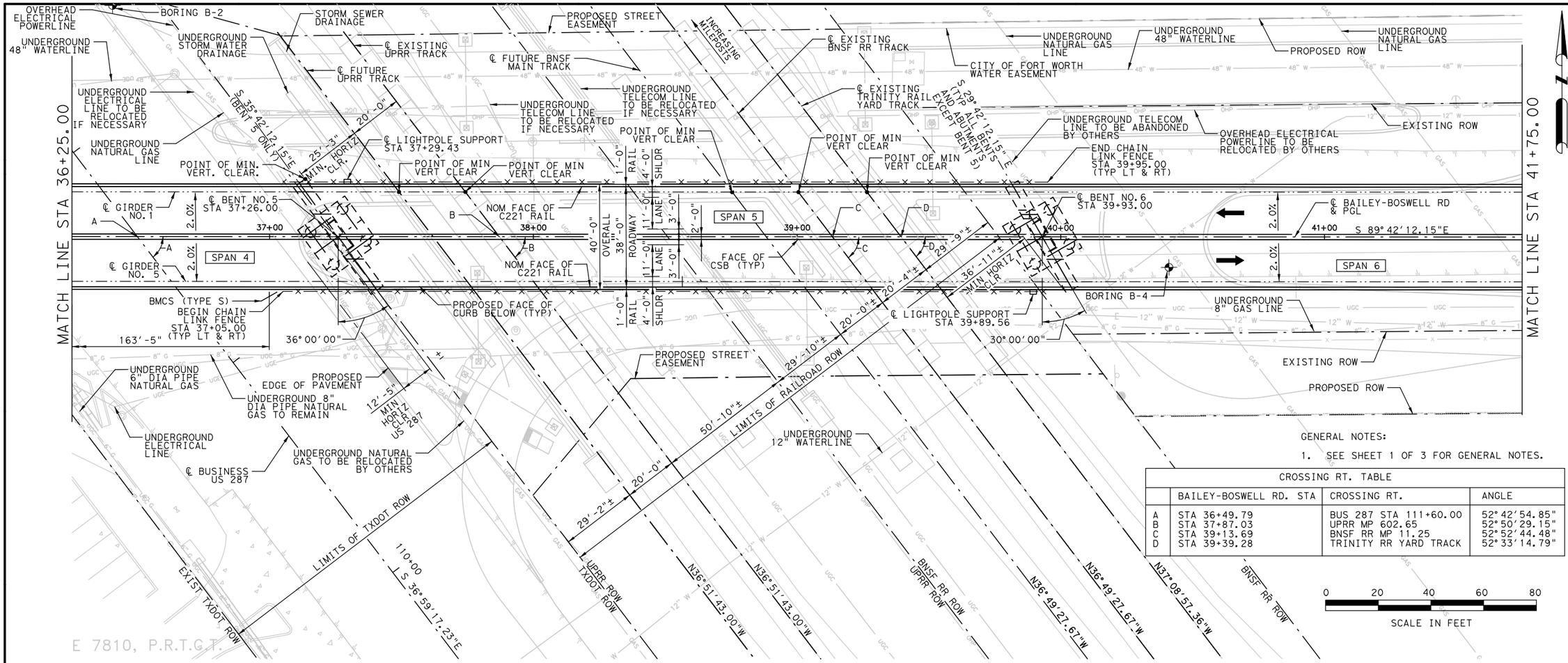
BRIDGE LAYOUT

SHEET 1 OF 3 SHEETS

DATE: DECEMBER 2018
DESIGN: JSS
DRAWN: ZEG
CHECKED: MLR
KHA NO.: 061003103

SHEET NUMBER
100

90% SUBMITTAL



PLAN

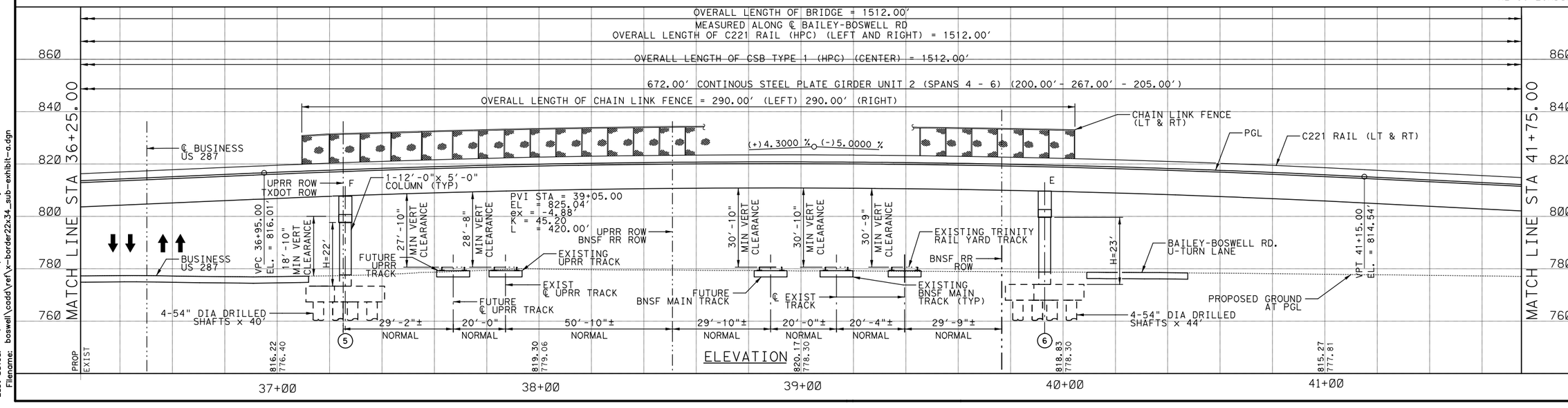
GENERAL NOTES:

1. SEE SHEET 1 OF 3 FOR GENERAL NOTES.

CROSSING RT. TABLE

	BAILEY-BOSWELL RD. STA	CROSSING RT.	ANGLE
A	STA 36+49.79	BUS 287 STA 111+60.00	52°42'54.85"
B	STA 37+87.03	UPRR MP 602.65	52°50'29.15"
C	STA 39+13.69	BNSF RR MP 11.25	52°52'44.48"
D	STA 39+39.28	TRINITY RR YARD TRACK	52°33'14.79"

HL-93 LOADING



ELEVATION

Kimley»Horn
801 Cherry Street, Unit 11, Suite 950, Fort Worth, TX 76102
Phone: (817) 335-6511 Fax: (817) 335-2670 Registration Number F-928

No.	Revision	By	Date

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MICHAEL L. RUSHING P.E.
SERIAL NO. 89900
DATE: DECEMBER 2018

CITY OF SAGINAW
BAILEY-BOSWELL ROAD

EXHIBIT A
DOT NO. 675285D
BNSF WICHITA FALLS SUBDIVISION, RR MP 11.25

BRIDGE LAYOUT

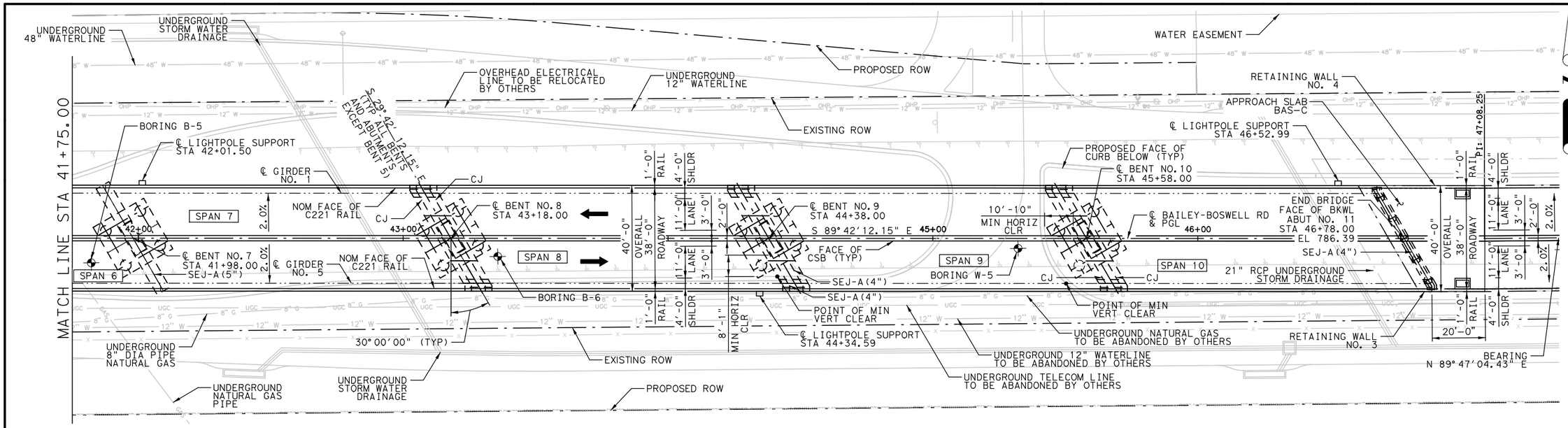
SHEET 2 OF 3 SHEETS

DATE: DECEMBER 2018
DESIGN: ZEG
DRAWN: ZEG
CHECKED: NMC
KHA NO.: 061003103

SHEET NUMBER
101

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90% SUBMITTAL



PLAN

0 20 40 60 80

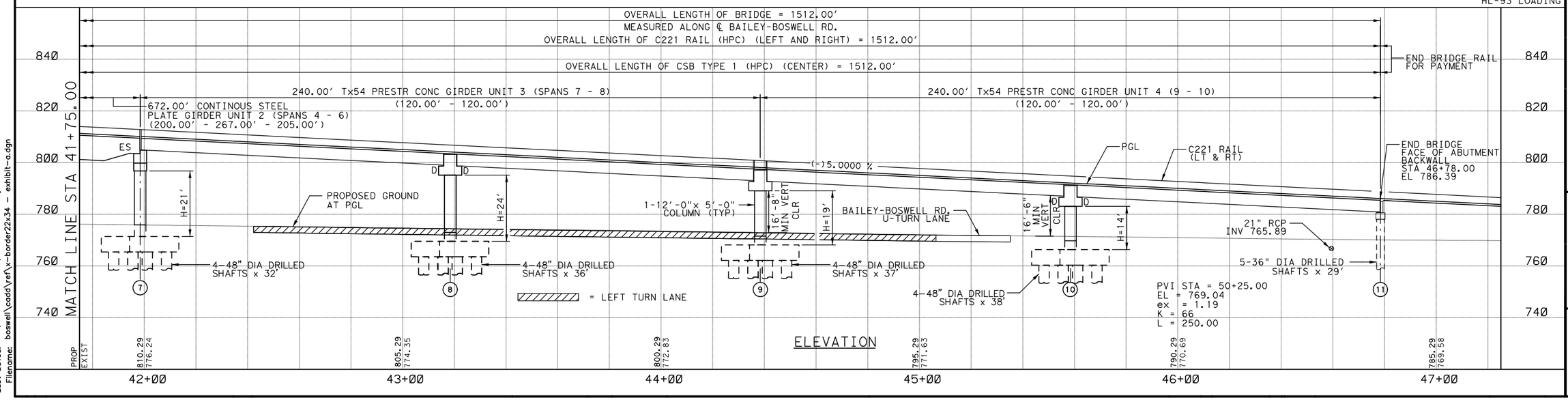
SCALE IN FEET

GENERAL NOTES:

1. SEE SHEET 1 OF 3 FOR GENERAL NOTES.

HORIZONTAL DATA BAILEY-BOSWELL RD

PI STATION = 47+08.25
DELTA = 00°30'43.42" (LT)



ELEVATION

Kimley»Horn
801 Cherry Street, Unit 11, Suite 950, Fort Worth, TX 76102
Phone: (817) 335-6511 Fax: (817) 335-6570 Registration Number F-928

No.	Revision	By	Date

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MICHAEL L. RUSHING P.E.
SERIAL NO. 89600
DATE: DECEMBER 2018

CITY OF SAGINAW
BAILEY-BOSWELL ROAD

EXHIBIT A
DOT NO. 675285D
BNSF WICHITA FALLS SUBDIVISION, RR MP 11.25

BRIDGE LAYOUT

SHEET 3 OF 3 SHEETS

DATE: DECEMBER 2018
DESIGN: JSS
DRAWN: ZEG
CHECKED: MLR
KHA NO.: 061003103

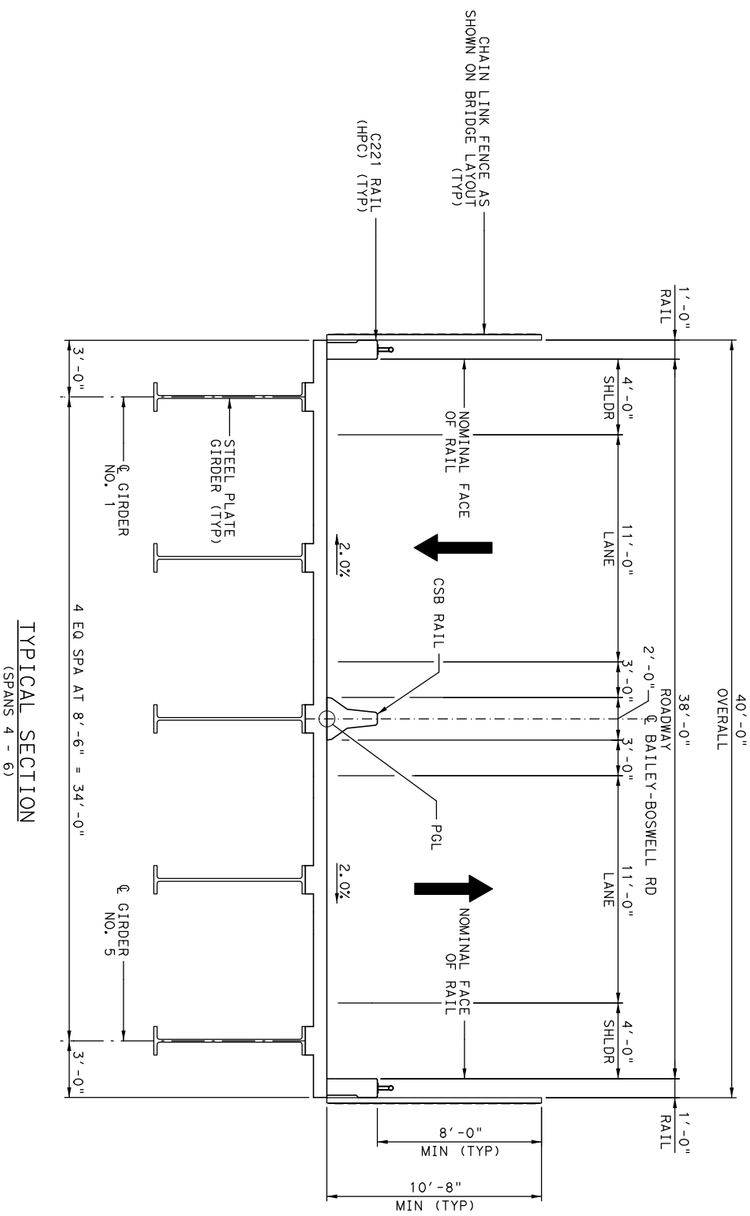
SHEET NUMBER

102

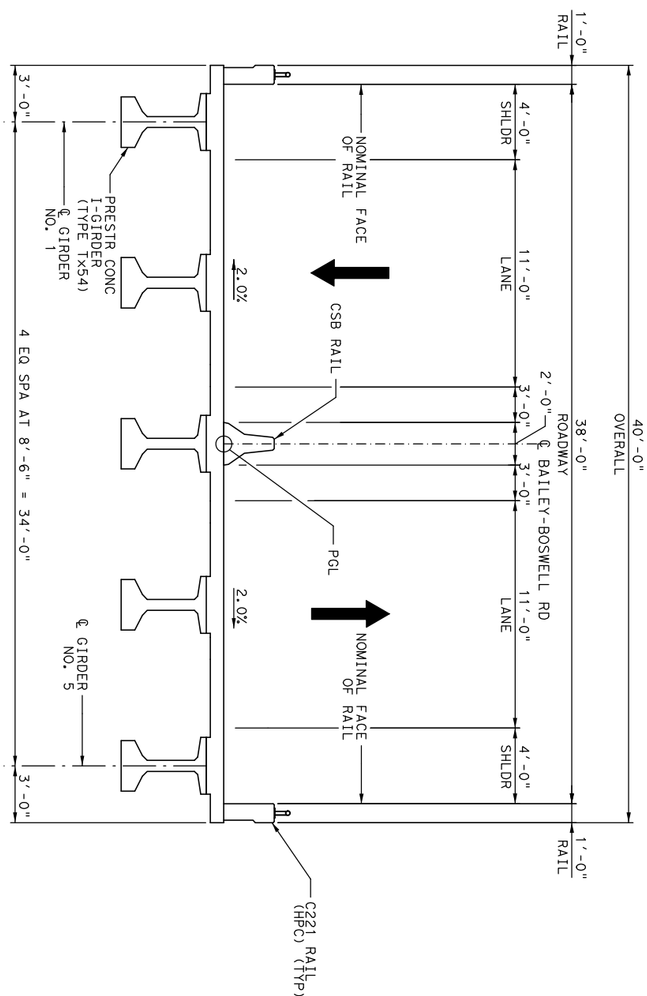
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Last Saved: 2018-11-26 12:29:54 (Model)
Filename: k:\amt_structures\061003103_bailey boswell\cadd\ref\x-border22x34 - exhibit-a.dgn

90% SUBMITTAL



TYPICAL SECTION
(SPANS 4 - 6)
4 EQ SPA AT 8'-6" = 34'-0"



TYPICAL SECTION
(SPANS 1 - 3)
(SPANS 7 - 10)
4 EQ SPA AT 8'-6" = 34'-0"

HL93 LOADING

SHEET NUMBER 103	DATE: DECEMBER 2018 DESIGN: JSS DRAWN: ZEG CHECKED: MLR KHA NO.: 061003103	BRIDGE TYPICAL SECTION SHEET 1 OF 1 SHEETS

CITY OF SAGINAW
BAILEY-BOSWELL ROAD

EXHIBIT A
DOT NO. 675285D
BNSF WICHITA FALLS SUBDIVISION, RR MP 11.25

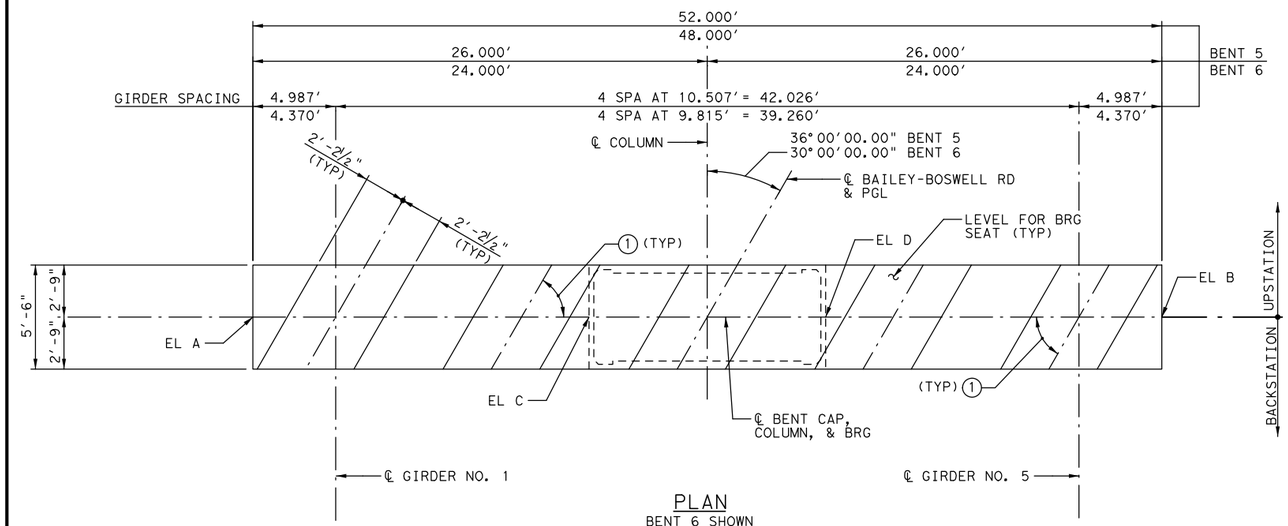
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MICHAEL L. RUSHING P.E.
SERIAL NO. 89800
DATE: DECEMBER 2018

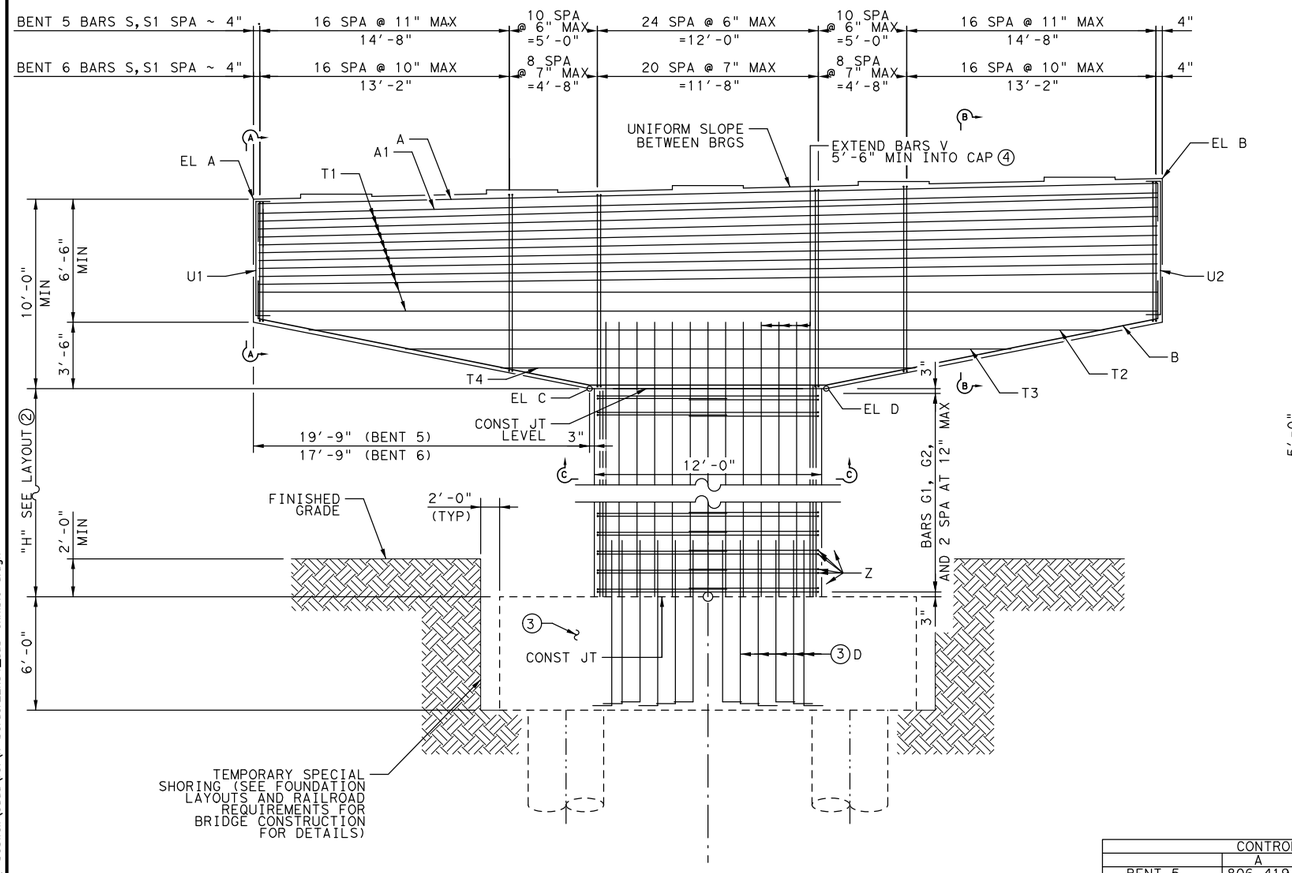
Kimley»Horn
801 Cherry Street, Unit 11, Suite 950, Fort Worth, TX 76102
Phone: (817) 335-6511 Fax: (817) 335-5070 Registration Number F-928

No.	Revision	By	Date

90% SUBMITTAL

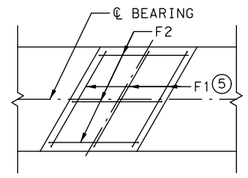


PLAN
BENT 6 SHOWN
BENT 5 SIMILAR

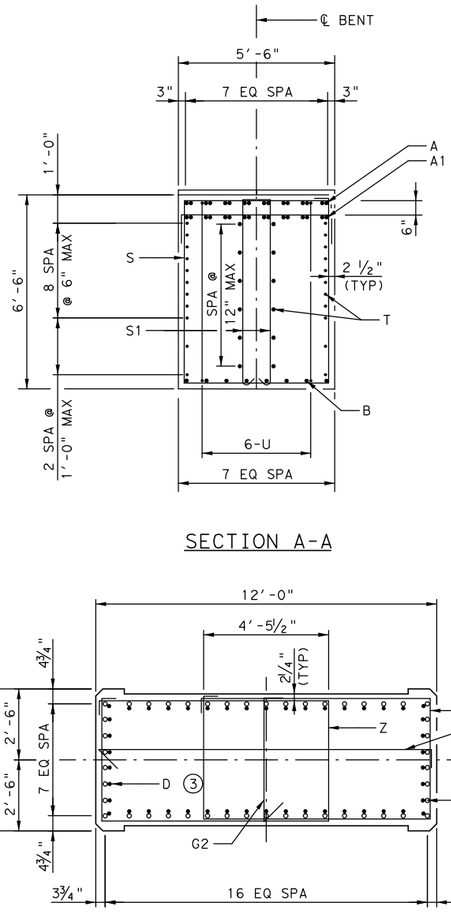


ELEVATION

CONTROL ELEVATIONS				
	A	B	C	D
BENT 5	806.419	807.524	796.419	796.419
BENT 6	809.009	808.458	798.458	798.458

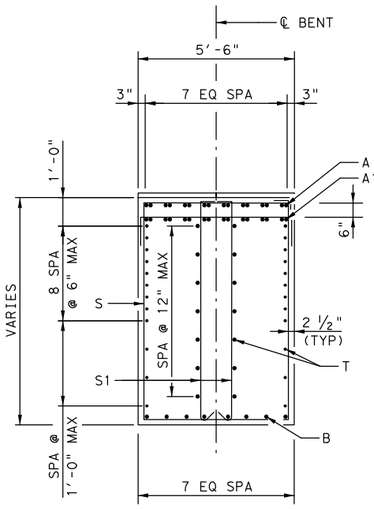


BEARING SEAT DETAIL

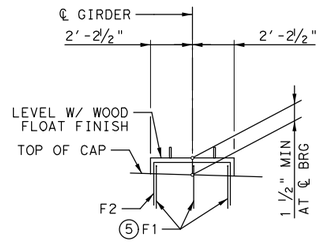


SECTION A-A

SECTION C-C



SECTION B-B



BEARING SEAT ELEVATION

(BEARING SURFACE SHALL BE CLEAN AND FREE OF ALL LOOSE MATERIAL BEFORE PLACING BEARING PAD.)

GENERAL NOTES:

1. DESIGNED ACCORDING TO AASHTO LRFD, 2014 7TH EDITION WITH 2015 INTERIM SPECIFICATIONS.
2. CONCRETE SHALL BE CLASS "F" (HPC) f'c = 3,600 PSI.
3. ALL REINFORCING SHALL BE GRADE 60.
4. SEE BRIDGE LAYOUT FOR FOUNDATION, SIZE, AND LENGTH.
5. SEE FOUNDATION DETAILS SHEET, FOR FOUNDATION DETAILS AND NOTES.
6. SEE BEARING SEAT ELEVATIONS SHEET FOR ADDITIONAL INFORMATION.
7. SEE FRAMING PLAN SHEETS FOR BENT REPORTS.
8. HORIZONTAL DIMENSIONS ARE MEASURED ALONG ℄ BENT UNLESS NOTED OTHERWISE

(1) SEE FRAMING PLAN SHEETS FOR ANGLES. ADJUST BEARING SEAT BUILD-UP AS REQUIRED FOR GIRDER ANGLES.

(2) SEE BRIDGE LAYOUT SHEETS FOR SKEW AND "H" VALUES.

(3) SEE INTERIOR BENT FOUNDATION DETAILS SHEET FOR FOOTING QUANTITIES AND DETAILS NOT SHOWN.

(4) NOT ALL "V" BARS SHOWN FOR CLARITY.

(5) REINFORCE PEDESTALS WHICH ARE BEARING SEAT BUILDUPS OVER 3".

HL93 LOADING

Kimley»Horn
801 Cherry Street, Unit 11, Suite 950, Fort Worth, TX 76102
Phone: (817) 335-6511 Fax: (817) 335-6570 Registration Number F-928

No.	Revision	By	Date

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MICHAEL L. RUSHING P.E.
SERIAL NO. 89600
DATE: DECEMBER 2018

CITY OF SAGINAW
BAILEY-BOSWELL ROAD
BNSF WICHITA FALLS SUBDIVISION, RR MP 11.25

EXHIBIT A
DOT NO. 675285D

INTERIOR BENT DETAILS
BENTS 5, 6

SHEET 1 OF 2 SHEETS

DATE:	DECEMBER 2018
DESIGN:	ZEG
DRAWN:	ZEG
CHECKED:	NMC
KHA NO.:	061003103

SHEET NUMBER
118

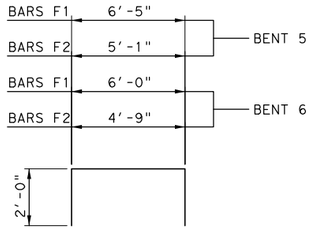
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Last Saved: 2018-11-26 12:41:41 (Model)
Filename: k:\amt_structures\061003103_bailey boswell\cadd\ref\x-border22x34_sub-exhibit-a.dgn

90% SUBMITTAL

TABLE OF VARIABLE ⑤ BENT COLUMN QUANTITIES														ESTIMATED BENT COLUMN ④ QUANTITIES	
	COL	"H"	BARS G1 #4			BARS G2 #4			BARS V #11			BARS Z #4			
		FT	NO.	LENGTH	WEIGHT	NO.	LENGTH	WEIGHT	NO.	LENGTH	WEIGHT	NO.	LENGTH	WEIGHT	REINF* LB	CLASS CY "F"
BENT 5		22	23	12′-3"	200	23	5′-3"	81	46	27′-3"	6660	46	26′-10"	825	7775	47.4
BENT 6		23	24	12′-3"	208	24	5′-3"	85	46	28′-3"	6904	48	26′-10"	860	8068	49.6
														TOTAL	15843	97.0

⑤ QUANTITIES ARE BASED ON THE "H" VALUES SHOWN. FOR EACH LINEAR FOOT VARIATION IN "H" VALUE, MAKE THE FOLLOWING ADJUSTMENTS:

BARS V LENGTH: 1′-0"
REINFORCING STEEL: 275 LB PER COLUMN
CLASS "F" CONC (COL): 2.16 CY PER COLUMN



BARS F

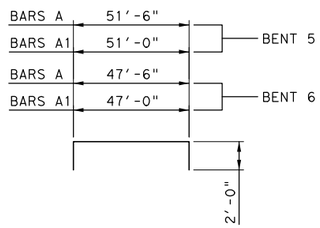
TABLE OF ESTIMATED QUANTITIES FOR BENT CAP (5)				
BAR	NO.	SIZE	LENGTH	WEIGHT
A	16	#11	55′-6"	4718
A1	16	#11	55′-0"	4675
B	8	#8	56′-2"	1199
F1	9	#5	10′-5"	98
F2	9	#5	9′-1"	86
∓ S	77	#6	29′-2"	3374
∓ S1	154	#6	10′-2"	2352
T1	34	#6	51′-6"	2630
∓ T2-T4	12	#6	34′-1"	615
U1	6	#5	8′-1"	51
U2	6	#5	9′-3"	58
* REINFORCING STEEL			LB	19856
CLASS "F" CONC (HPC)			CY	99.0

* FOR OWNER'S INFORMATION ONLY
∓ USED AVERAGE LENGTH FOR QUANTITY

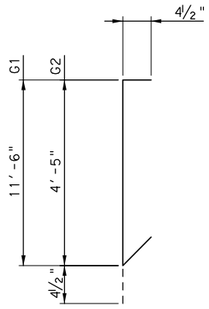
TABLE OF ESTIMATED QUANTITIES FOR BENT CAP (6)				
BAR	NO.	SIZE	LENGTH	WEIGHT
A	16	#11	51′-6"	4378
A1	16	#11	51′-0"	4335
B	8	#8	52′-3"	1115
F1	9	#5	10′-0"	94
F2	9	#5	8′-9"	82
∓ S	69	#6	30′-2"	3127
∓ S1	138	#6	10′-8"	2211
T1	34	#6	47′-6"	2426
∓ T2-T4	12	#6	31′-11"	576
U1	6	#5	8′-1"	51
U2	6	#5	9′-3"	58
* REINFORCING STEEL			LB	18453
CLASS "F" CONC (HPC)			CY	89.0

* FOR OWNER'S INFORMATION ONLY
∓ USED AVERAGE LENGTH FOR QUANTITY

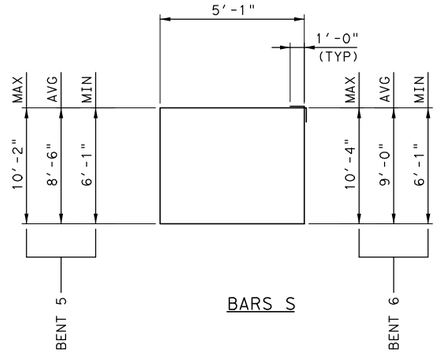
TOTAL			
	* REINFORCING STEEL	LB	54152
	CLASS "F" CONC (HPC)	CY	285.0



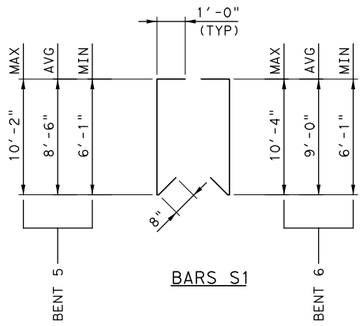
BARS A, A1



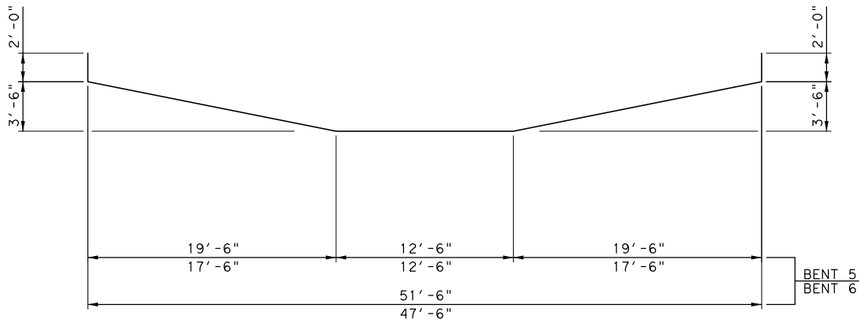
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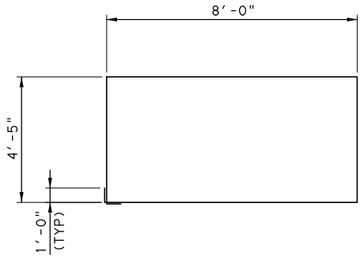
BARS S



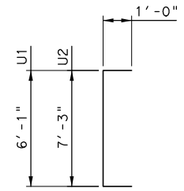
BARS S1



BARS B



BARS Z



BARS U1, U2

HL93 LOADING

Kimley»Horn
801 Cherry Street, Unit 11, Suite 950, Fort Worth, TX 76102
Phone: (817) 335-6511 Fax: (817) 335-5070 Registration Number F-928

No.	Revision	By	Date

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MICHAEL L. RUSHING P.E.
SERIAL NO. 89600
DATE: DECEMBER 2018

CITY OF SAGINAW
BAILEY-BOSWELL ROAD
EXHIBIT A
DOT NO. 675285D
BNSF WICHITA FALLS SUBDIVISION, RR MP 11.25

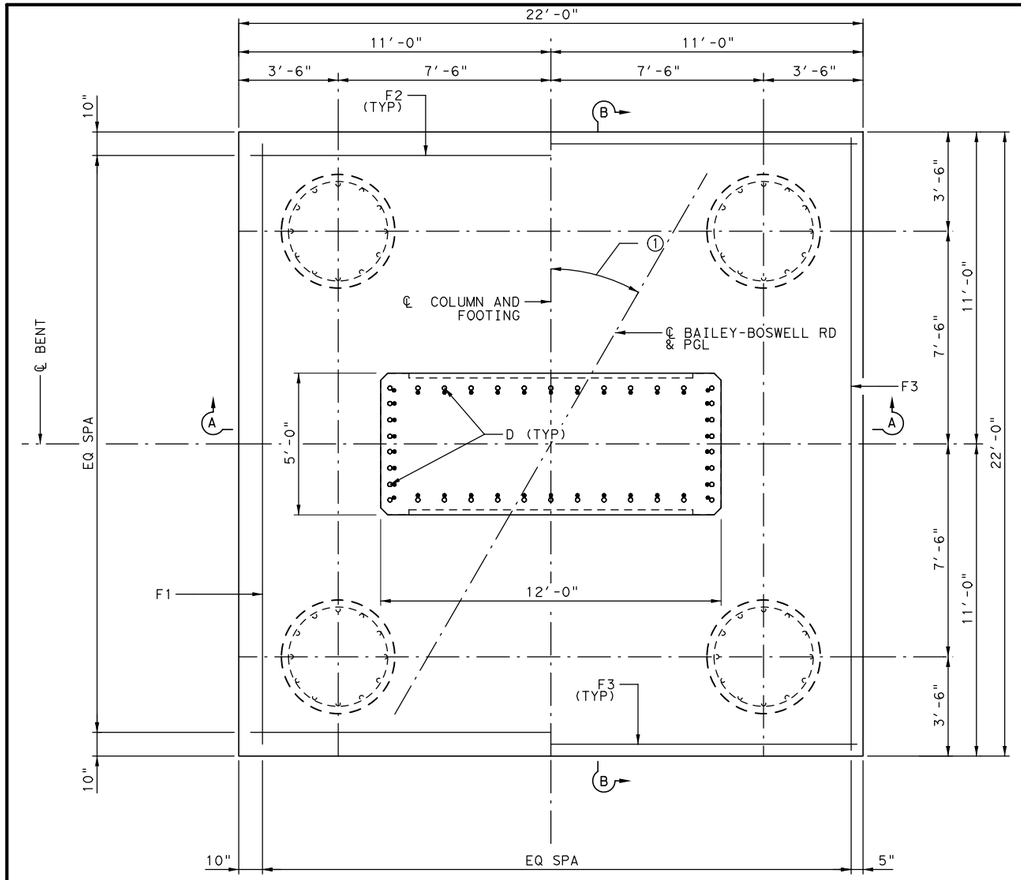
INTERIOR BENT DETAILS
BENTS 5, 6
SHEET 2 OF 2 SHEETS

DATE:	DECEMBER 2018
DESIGN:	ZEG
DRAWN:	ZEG
CHECKED:	NMC
KHA NO.:	061003103

SHEET NUMBER
119

Plotted By: 2015-06-15 08:05:22, Glynn-Mohr, Kelley
Last Saved: 2018-11-26 12:41:41 (Model)
Filename: k:\amt_structures\061003103_bailey boswell\cadd\ref\x-border22x34_sub-exhibit-a.dgn

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HALF PLAN-BOTTOM HALF PLAN-TOP

TABLE OF ESTIMATED QUANTITIES
FOR BENTS 2,3,8,9 AND 10 FOOTING

BAR	NO.	SIZE	LENGTH	WEIGHT
D	46	#11	13'-2"	3218
F1	45	#10	27'-1"	6334
F2	23	#10	27'-1"	3238
F3	46	#7	22'-7"	2230
T1	10	#7	24'-1"	544
T2	10	#7	21'-4"	437
REINFORCING STEEL *			LB	15998
CLASS "F" CONC (HPC)			CY	107.6

* FOR OWNER'S INFORMATION ONLY

TABLE OF ESTIMATED QUANTITIES
FOR BENTS 4 AND 7 FOOTING

BAR	NO.	SIZE	LENGTH	WEIGHT
D	46	#11	13'-2"	3218
F1	45	#10	27'-1"	6334
F2	23	#10	27'-1"	1538
F3	46	#7	22'-7"	2230
T1	10	#7	24'-1"	544
T2	10	#7	21'-4"	437
REINFORCING STEEL *			LB	14298
CLASS "F" CONC (HPC)			CY	107.6

* FOR OWNER'S INFORMATION ONLY

TABLE OF ESTIMATED QUANTITIES
FOR BENT 5 FOOTING

BAR	NO.	SIZE	LENGTH	WEIGHT
D	46	#11	13'-2"	3218
F1	55	#10	27'-1"	7741
F2	28	#10	27'-1"	3941
F3	56	#7	22'-7"	2714
T1	10	#7	24'-1"	544
T2	10	#7	21'-4"	437
REINFORCING STEEL *			LB	18593
CLASS "F" CONC (HPC)			CY	107.6

* FOR OWNER'S INFORMATION ONLY

TABLE OF ESTIMATED QUANTITIES
FOR BENT 6 FOOTING

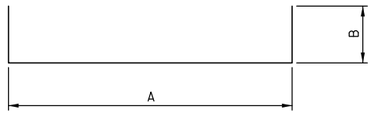
BAR	NO.	SIZE	LENGTH	WEIGHT
D	46	#11	13'-2"	3218
F1	47	#11	27'-1"	8168
F2	24	#11	27'-1"	4171
F3	48	#7	22'-7"	2327
T1	10	#7	24'-1"	544
T2	10	#7	21'-4"	437
REINFORCING STEEL *			LB	18862
CLASS "F" CONC (HPC)			CY	107.6

* FOR OWNER'S INFORMATION ONLY

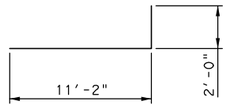
ELEVATIONS AND LOADS

BENT	ELEV A	ELEV B	SHAFT LOADS (SERVICE)
2	777.088	771.088	674
3	775.248	769.248	674
4	774.457	768.457	505
5	774.412	768.412	818
6	775.374	769.374	856
7	774.015	768.015	505
8	771.028	765.028	674
9	770.028	764.028	674
10	769.028	763.028	674

BAR	A	B
F1	21'-4½"	5'-8"
F2	21'-4½"	5'-8"
F3	21'-4½"	1'-2"
T1	21'-7"	2'-6"



BARS F AND T

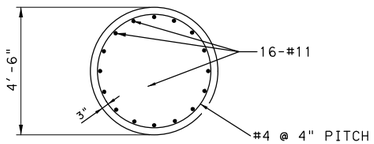


BARS D

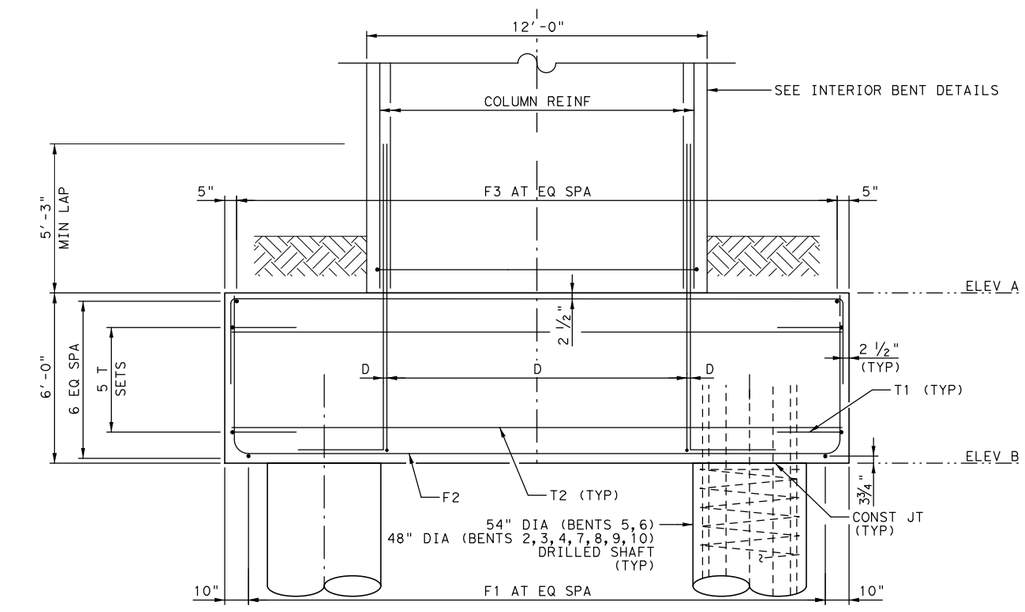
GENERAL NOTES:

1. DESIGNED ACCORDING TO AASHTO LRFD, 2014 7TH EDITION WITH 2015 INTERIM SPECIFICATIONS.
2. FOOTING CONCRETE IS DEFINED AS MASS PLACEMENT PER SECTION 420.4.7.14 OF THE TxDOT STANDARD SPECIFICATION FOR CONSTRUCTION AND MAINTENANCE OF HIGHWAYS, STREETS AND BRIDGES.
3. SEE FD STANDARD FOR DRILLED SHAFT DETAILS AND NOTES.
4. TOP OF FOOTING SHALL BE A MINIMUM OF 2' BELOW GRADE. IF GRADING AT THE FOOTING LOCATION RESULTS IN THE FOOTING BEING LESS THAN THE MINIMUM, THE TOP OF FOOTING ELEVATION SHALL BE ADJUSTED TO OBTAIN CRITERIA.
5. USE CLASS "F" (HPC) CONCRETE, f'c = 3,600 PSI.
6. REINFORCING STEEL SHALL BE GRADE 60 AND NON-EPOXY COATED.
7. SPACE FOOTING REINFORCING TO AVOID DRILLED SHAFT AND COLUMN BARS.
8. QUANTITIES ARE FOR ONE FOOTING ONLY.
9. EACH T SET CONSISTS OF:
   2-T1 AND 2-T2

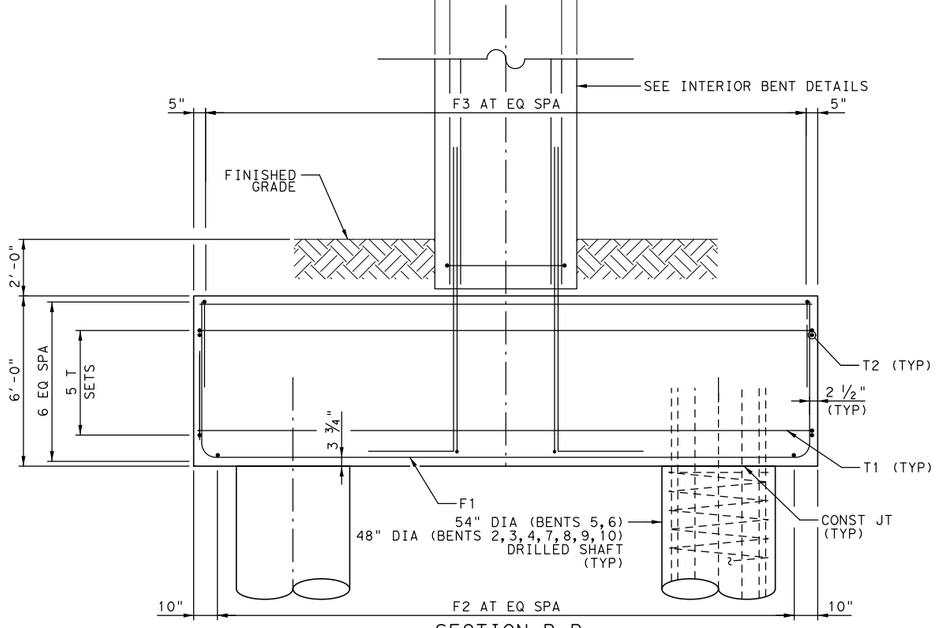
1 SEE FOUNDATION LAYOUT FOR ANGLES



54" D.S.



SECTION A-A



SECTION B-B

HL-93 LOADING

Kimley»Horn
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MICHAEL L. RUSHING P.E.
SERIAL NO. 89600
DATE: DECEMBER 2018

CITY OF SAGINAW
BAILEY-BOSWELL ROAD
BNSF

EXHIBIT A
DOT NO. 675285D
BNSF WICHITA FALLS SUBDIVISION, RR MP 11.25

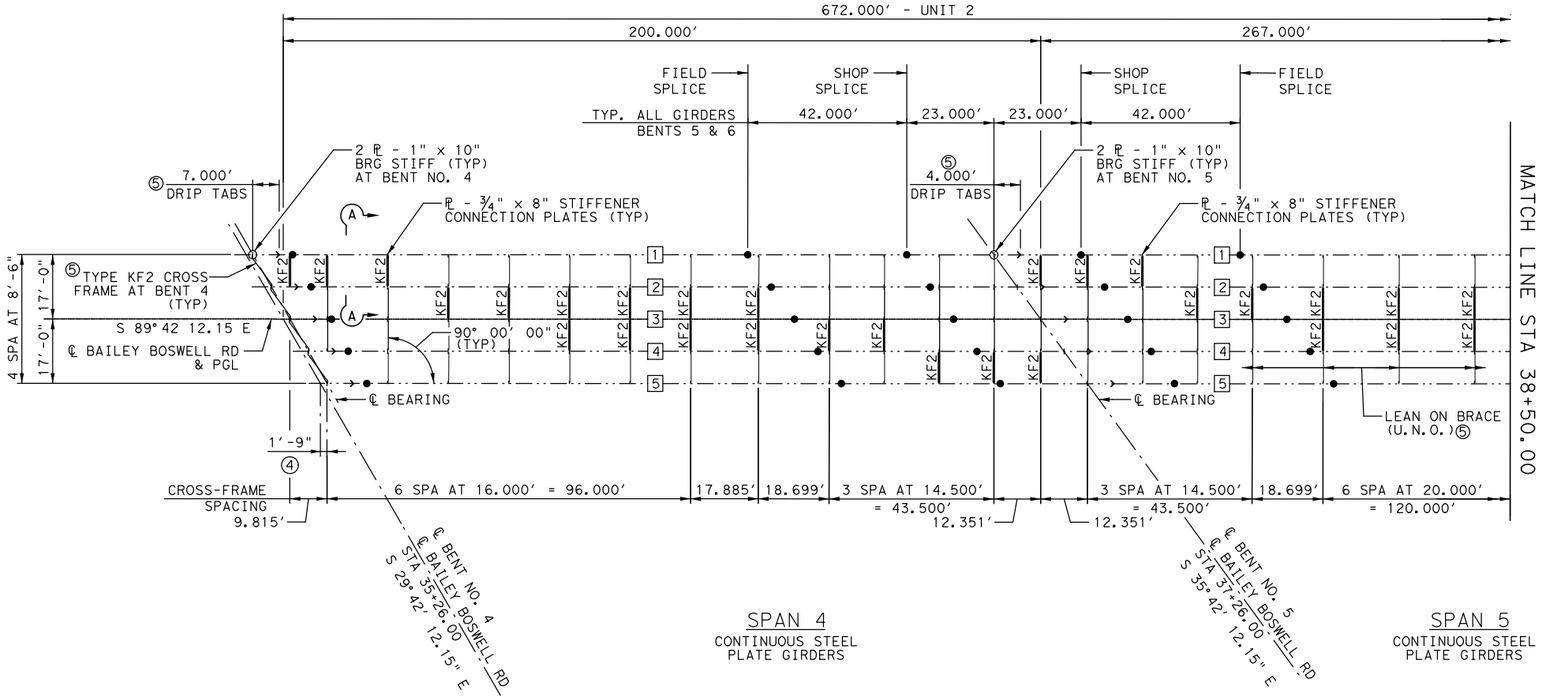
INTERIOR BENT
FOUNDATION DETAILS
SHEET 1 OF 1 SHEETS

DATE:	DECEMBER 2018
DESIGN:	ZEG
DRAWN:	ZEG
CHECKED:	NMC
KHA NO.:	061003103

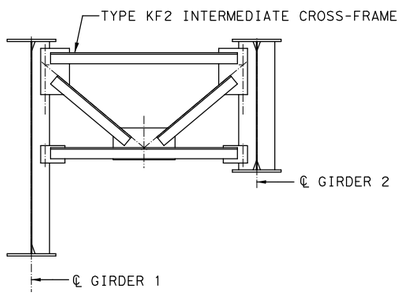
SHEET NUMBER
120

2015-06-15 08:05:22, Glynn-Mohr, Kelley
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Filename: boswell\cadd\ref\x-border22x34_sub-exhibit-a.dgn

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PLAN - UNIT 2



NORMAL SECTION DAPPED END

SECTION A-A

NOTES:

SEE GIRDER ELEVATION FOR BEARING TYPE.

SEE STANDARD DRAWING SGMD (MOD) FOR BEARING AND CROSS-FRAME STIFFENER DETAILS.

FOR BOLTED SPLICE DETAILS SEE GIRDER DETAIL SHEETS.

SHORING TOWERS MAY NOT BE PLACED AT FIELD SPLICE LOCATION NEAR BUSINESS US 287. WHERE APPLICABLE, CONTRACTOR TO SUBMIT FALSEWORK LOCATIONS TO DRAINAGE DISTRICT AND UPRR AND BNSF RAILROADS FOR APPROVAL.

DURING CONSTRUCTION, CONTRACTOR SHALL MAINTAIN A MINIMUM CLEARANCE FROM THE CENTERLINE OF RAILROAD TRACKS TO ALL THE TEMPORARY WORKS OF:
HORIZONTAL - 15.00 FT (BNSF), 12.00 FT (UPRR)
VERTICAL - 21.50 FT

④ MEASURED PARALLEL TO GIRDER CENTERLINE. SEE SGEB STANDARD FOR ADDITIONAL INFORMATION.

⑤ SEE STANDARD DRAWING SGMD (MOD) FOR DRIP TAB DETAILS, KF2 CROSS FRAME, AND LEAN ON BRACE DETAILS.

BENT REPORT

BENT NO. 4 (S 29 42 12.15 E)
DISTANCE BETWEEN STATION LINE AND BEAM 1, 19.630 L

		BEAM SPAC. (CL BENT)	BEAM ANGLE D M S
SPAN 4	BEAM 1	0.000	60 0 0
	BEAM 2	9.815	60 0 0
	BEAM 3	9.815	60 0 0
	BEAM 4	9.815	60 0 0
	BEAM 5	9.815	60 0 0
	TOTAL	39.260	

BENT REPORT

BENT NO. 5 (S 35 42 12.15 E)
DISTANCE BETWEEN STATION LINE AND BEAM 1, 21.014 L

		BEAM SPAC. (CL BENT)	BEAM ANGLE D M S
SPAN 4	BEAM 1	0.000	54 0 0
	BEAM 2	10.507	54 0 0
	BEAM 3	10.507	54 0 0
	BEAM 4	10.507	54 0 0
	BEAM 5	10.507	54 0 0
	TOTAL	42.026	
SPAN 5	BEAM 1	0.000	54 0 0
	BEAM 2	10.507	54 0 0
	BEAM 3	10.507	54 0 0
	BEAM 4	10.507	54 0 0
	BEAM 5	10.507	54 0 0
	TOTAL	42.026	

HL93 LOADING

0 20 40

Kimley»Horn
801 Cherry Street, Unit 11, Suite 950, Fort Worth, TX 76102
Phone: (817) 335-6511 Fax: (817) 335-5070 Registration Number F-928

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MICHAEL L. RUSHING P.E.
SERIAL NO. 99600
DATE: DECEMBER 2018

CITY OF SAGINAW
BAILEY-BOSWELL ROAD
EXHIBIT A
DOT NO. 675285D
BNSF WICHITA FALLS SUBDIVISION, RR MP 11.25

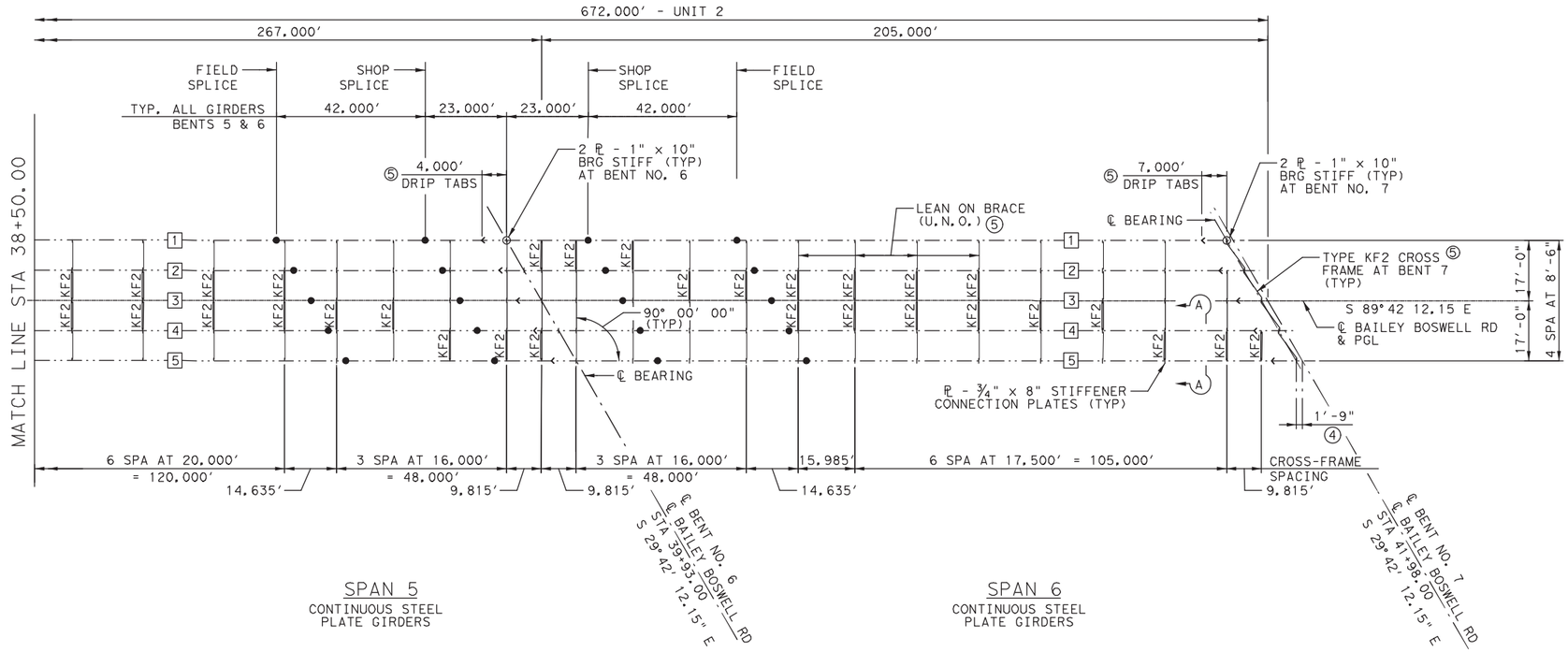
FRAMING PLAN
UNIT 2
SHEET 2 OF 4 SHEETS

DATE: DECEMBER 2018
DESIGN: JSS
DRAWN: ZEG
CHECKED: MLR
KHA NO.: 061003103

SHEET NUMBER
122

Plotted By: 2015-06-15 08:05:22, Glynn-Mohr, Kelley
Last Saved: 2018-11-26 12:29:54 (Model)
Filename: k:\am1_structures\061003103_bailey baswell\cadd\ref\x-border22x34 - exhibit-a.dgn

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PLAN - UNIT 2

NOTES:

④ SEE FRAMING PLAN UNIT 2 SHEET 2 OF 4 FOR NOTES.

⑤ SEE FRAMING PLAN UNIT 2 SHEET 2 OF 4 FOR SECTION A-A.

BENT REPORT

BENT NO. 6 (S 29 42 12.15 E)
DISTANCE BETWEEN STATION LINE AND BEAM 1, 19.630 L

		BEAM SPAC. (CL BENT)	BEAM ANGLE D M S
SPAN 5	BEAM 1	0.000	60 0 0
	BEAM 2	9.815	60 0 0
	BEAM 3	9.815	60 0 0
	BEAM 4	9.815	60 0 0
	BEAM 5	9.815	60 0 0
	TOTAL	39.260	
SPAN 6	BEAM 1	0.000	60 0 0
	BEAM 2	9.815	60 0 0
	BEAM 3	9.815	60 0 0
	BEAM 4	9.815	60 0 0
	BEAM 5	9.815	60 0 0
	TOTAL	39.260	

BENT REPORT

BENT NO. 7 (S 29 42 12.15 E)
DISTANCE BETWEEN STATION LINE AND BEAM 1, 19.630 L

		BEAM SPAC. (CL BENT)	BEAM ANGLE D M S
SPAN 6	BEAM 1	0.000	60 0 0
	BEAM 2	9.815	60 0 0
	BEAM 3	9.815	60 0 0
	BEAM 4	9.815	60 0 0
	BEAM 5	9.815	60 0 0
	TOTAL	39.260	

HL93 LOADING

0 20 40

Kimley»Horn
801 Cherry Street, Unit 11, Suite 950, Fort Worth, TX 76102
Phone: (817) 335-6511 Fax: (817) 335-5070 Registration Number F-928

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MICHAEL L. RUSHING P.E.
SERIAL NO.: 89600
DATE: APRIL 2018

CITY OF SAGINAW
BAILEY-BOSWELL ROAD
EXHIBIT A DOT NO. 675285D BNSF WICHITA FALLS SUBDIVISION, RR MP 11.25

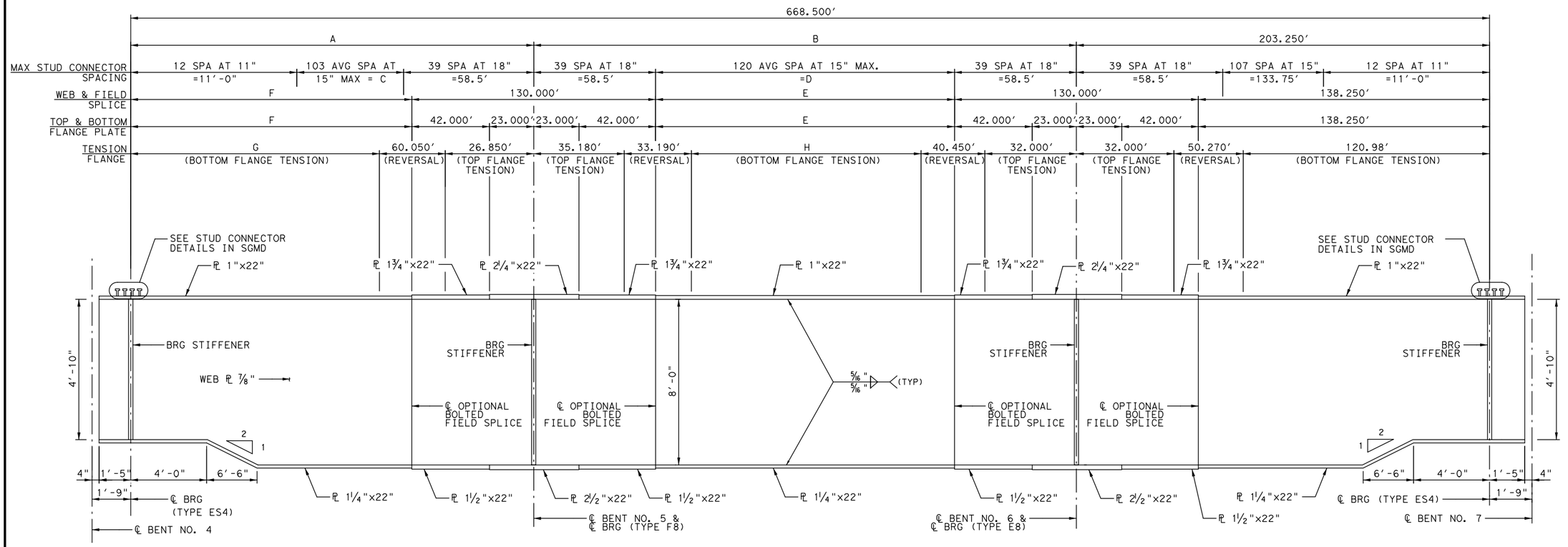
FRAMING PLAN UNIT 2
SHEET 3 OF 4 SHEETS

DATE:	APRIL 2018
DESIGN:	JSS
DRAWN:	ZEG
CHECKED:	MLR
KHA NO.:	061003103

SHEET NUMBER
123

2015-06-15 08:05:22, Glynn-Mohr, Kelley
Plotted, By: 2018-04-26 13:11:03 (Model)
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Filename: boswell\cadd\ref\x-border22x34.dgn

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GIRDER ELEVATION
(GIRDERS 1-5)
(SCALE: NTS)

TABLE OF ESTIMATED QUANTITIES		
ITEM	UNIT	QUANTITY
STRUCTURAL STEEL	LB	1787105
SLIDING ELASTOMERIC BRG (ES4)	EA	10
ELASTOMERIC BRG (E8)	EA	5
ELASTOMERIC BRG (F8)	EA	5

TABLE OF GIRDER DIMENSIONS					
GIRDER	1	2	3	4	5
A	195.714'	196.982'	198.250'	199.518'	200.786'
B	269.536'	268.268'	267.000'	265.732'	264.464'
C	126.214	127.482	128.750	130.018	131.286
D	152.539	151.268	150.000	148.732	147.464
E	139.536	138.268	137.000	135.732	134.464
F	130.714	131.982	133.250	134.518	135.786
G	108.814	110.082	111.350	112.618	113.886
H	128.716	127.448	126.180	124.912	123.644

GENERAL NOTES:

1. FOR BEARING DETAILS, SEE STANDARD SGEB.
2. FOR ADDITIONAL STEEL GIRDER DETAILS, SEE STANDARD SGMD (MOD).
3. DESIGNED ACCORDING TO AASHTO LRFD 2012 6TH EDITION WITH ALL INTERIM SPECIFICATIONS.

PLATE GIRDER FABRICATION NOTES:

1. DESIGNED ACCORDING TO AASHTO LRFD 2012 6TH EDITION WITH ALL INTERIM SPECIFICATIONS.
2. ALL STRUCTURAL STEEL, INCLUDING STIFFENERS AND CROSS-FRAMES, SHALL CONFORM TO THE REQUIREMENTS OF A709 GRADE 50W AND SHALL BE PAID FOR AT THE UNIT PRICE BID FOR "STRUCTURAL STEEL (PLATE GIRDER)". ALL STRUCTURAL STEEL SHALL REMAIN UNPAINTED.
3. GIRDER TENSION FLANGES AND WEBS ARE CLASSIFIED AS TENSION COMPONENTS AND SHALL CONFORM TO THE ITEM 442, "METAL FOR STRUCTURES".
4. ALL DIMENSIONS SHOWN IN GIRDER ELEVATION ARE MEASURED HORIZONTALLY ALONG GIRDER CENTERLINE.
5. EXCEPT AT CHANGES IN SECTION, SHOP OR FIELD FLANGE AND WEB SPLICES IN PLATE GIRDERS MAY BE LOCATED AS DESIRABLE TO OPTIMIZE PLATE LENGTHS AND ERECTION PROCEDURES, EXCEPT THAT SPLICES WILL NOT BE ALLOWED WHERE A 40' OR LESS UNSPLICED LENGTH WOULD SUFFICE; NEITHER WILL TENSION FLANGE SPLICES BE ALLOWED WITHIN 0.05S EITHER SIDE OF INTERIOR BEARINGS, WITHIN 0.10S EITHER SIDE OF INTERIOR SPAN CENTERLINE, NOR WITHIN THE RANGE BETWEEN 0.30S AND 0.50S FROM THE END BEARINGS FOR THE END SPANS AND 0.40S AND 0.60S FROM THE END BEARINGS FOR THE INTERIOR SPANS (S = LENGTH C.C. BEARING OF SPAN IN WHICH THE SPLICE IS MADE).
6. FLANGE AND WEB SHOP SPLICES SHALL BE MADE BY FULL PENETRATION GROOVE WELDS IN ACCORDANCE WITH ITEM 441, "STEEL STRUCTURES".
7. FIELD SPLICES SHALL BE MADE BY FULL PENETRATION GROOVE WELDS OR, AT THE CONTRACTOR'S OPTION, MAY BE BOLTED. STRUCTURAL STEEL PAY WEIGHTS SHALL BE BASED ON WELDED FIELD SPLICES.
8. SHOP AND FIELD FINISH OF WEATHERING STEEL SHALL BE IN ACCORDANCE WITH ITEM 441,"STEEL STRUCTURES".
9. STUD CONNECTOR SPACING SHOWN IS FOR 3 ROWS OF CONNECTORS WELDED ALONG THE ENTIRE LENGTH OF EACH GIRDER TOP FLANGE. SEE SGMD FOR MODIFICATIONS FOR USE OF PCP PANELS.

HL93 LOADING

Kimley»Horn
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DATE: DECEMBER 2018

CITY OF SAGINAW
BAILEY-BOSWELL ROAD
EXHIBIT A
DOT NO. 675285D
BNSF WICHITA FALLS SUBDIVISION, RR MP 11.25

PLATE GIRDER DETAILS
SHEET 1 OF 3 SHEETS

DATE: DECEMBER 2018
DESIGN: JSS
DRAWN: ZEG
CHECKED: MLR
KHA NO.: 061003103

SHEET NUMBER
125

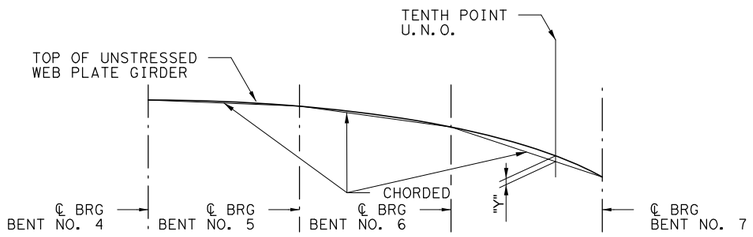
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Last Saved: 2018-11-26 12:29:54 (Model)
Filename: k:\am1_structures\061003103_bailey baswell\cadd\ref\x-border22x34 - exhibit-a.dgn

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	WEB CAMBER TABLE																																	
	SPAN 4												SPAN 5												SPAN 6									
GIRDER 1																																		
SECTION	0	1	2	3	4	5	6	FS	7	8	9	10	11	12	FS	13	14	15	16	17	FS	18	19	20	21	22	23	FS	24	25	26	27	28	29	30
DL GIRDERS	0	-0.033	-0.059	-0.076	-0.081	-0.074	-0.058	-0.043	-0.036	-0.015	-0.001	0	-0.023	-0.068	-0.088	-0.118	-0.155	-0.170	-0.157	-0.121	-0.092	-0.071	-0.025	0	-0.001	-0.016	-0.039	-0.044	-0.064	-0.083	-0.091	-0.086	-0.067	-0.037	0
DL DECK	0	-0.060	-0.108	-0.137	-0.144	-0.131	-0.101	-0.075	-0.063	-0.026	-0.002	0	-0.040	-0.117	-0.153	-0.203	-0.267	-0.292	-0.269	-0.206	-0.156	-0.120	-0.042	0	-0.001	-0.027	-0.068	-0.077	-0.111	-0.143	-0.157	-0.148	-0.116	-0.065	0
SDL	0	-0.012	-0.022	-0.028	-0.030	-0.028	-0.022	-0.017	-0.014	-0.006	-0.001	0	-0.009	-0.026	-0.034	-0.045	-0.059	-0.065	-0.060	-0.046	-0.035	-0.028	-0.010	0	0.000	-0.006	-0.015	-0.016	-0.024	-0.031	-0.034	-0.032	-0.025	-0.014	0
TOTAL DEFLECTION	0	-0.105	-0.189	-0.241	-0.255	-0.233	-0.181	-0.135	-0.113	-0.047	-0.004	0	-0.072	-0.211	-0.274	-0.366	-0.482	-0.526	-0.487	-0.373	-0.283	-0.220	-0.078	0	-0.002	-0.049	-0.122	-0.137	-0.199	-0.256	-0.281	-0.265	-0.208	-0.116	0
GEOMETRIC ORDINATE	0	0.000	0.010	0.010	0.020	0.020	0.020	0.027	0.030	0.030	0.030	0	0.720	1.290	1.455	1.690	1.930	2.010	1.930	1.690	1.455	1.290	0.720	0	0.360	0.620	0.790	0.806	0.870	0.860	0.760	0.580	0.380	0.190	0
CAMBER "Y"	0	0.105	0.199	0.251	0.275	0.253	0.201	0.162	0.143	0.077	0.034	0	0.792	1.501	1.729	2.056	2.412	2.536	2.417	2.063	1.737	1.510	0.798	0	0.362	0.669	0.912	0.943	1.069	1.116	1.041	0.845	0.588	0.306	0
GIRDER 2																																		
SECTION	0	1	2	3	4	5	6	FS	7	8	9	10	11	12	FS	13	14	15	16	17	FS	18	19	20	21	22	23	FS	24	25	26	27	28	29	30
DL GIRDERS	0	-0.033	-0.060	-0.077	-0.082	-0.075	-0.059	-0.043	-0.036	-0.015	-0.001	0	-0.024	-0.069	-0.089	-0.117	-0.154	-0.167	-0.154	-0.118	-0.089	-0.068	-0.024	0	-0.002	-0.018	-0.042	-0.047	-0.068	-0.086	-0.094	-0.088	-0.069	-0.038	0
DL DECK	0	-0.066	-0.120	-0.155	-0.166	-0.153	-0.121	-0.089	-0.076	-0.032	-0.003	0	-0.046	-0.133	-0.174	-0.231	-0.306	-0.334	-0.309	-0.237	-0.179	-0.137	-0.047	0	-0.004	-0.037	-0.086	-0.097	-0.138	-0.177	-0.194	-0.183	-0.143	-0.079	0
SDL	0	-0.012	-0.022	-0.028	-0.030	-0.028	-0.022	-0.016	-0.014	-0.006	0.000	0	-0.009	-0.026	-0.033	-0.044	-0.057	-0.062	-0.058	-0.044	-0.034	-0.026	-0.009	0	-0.001	-0.007	-0.015	-0.017	-0.024	-0.031	-0.034	-0.032	-0.025	-0.014	0
TOTAL DEFLECTION	0	-0.112	-0.202	-0.260	-0.278	-0.257	-0.201	-0.148	-0.126	-0.052	-0.004	0	-0.079	-0.227	-0.297	-0.392	-0.517	-0.563	-0.520	-0.399	-0.302	-0.232	-0.080	0	-0.007	-0.062	-0.144	-0.161	-0.230	-0.294	-0.321	-0.302	-0.236	-0.131	0
GEOMETRIC ORDINATE	0	0.010	0.010	0.020	0.030	0.030	0.040	0.047	0.050	0.050	0.060	0	0.720	1.280	1.445	1.670	1.910	1.990	1.910	1.670	1.439	1.270	0.720	0	0.350	0.600	0.770	0.784	0.840	0.820	0.710	0.530	0.360	0.180	0
CAMBER "Y"	0	0.122	0.212	0.280	0.308	0.287	0.241	0.195	0.176	0.102	0.064	0	0.799	1.507	1.742	2.062	2.427	2.553	2.430	2.069	1.742	1.502	0.800	0	0.357	0.662	0.914	0.945	1.070	1.114	1.031	0.832	0.596	0.311	0
GIRDER 3																																		
SECTION	0	1	2	3	4	5	6	FS	7	8	9	10	11	12	FS	13	14	15	16	17	FS	18	19	20	21	22	23	FS	24	25	26	27	28	29	30
DL GIRDERS	0	-0.034	-0.061	-0.078	-0.083	-0.076	-0.059	-0.043	-0.037	-0.015	-0.001	0	-0.024	-0.068	-0.089	-0.116	-0.150	-0.163	-0.149	-0.113	-0.086	-0.066	-0.022	0	-0.003	-0.020	-0.045	-0.050	-0.070	-0.088	-0.096	-0.090	-0.070	-0.039	0
DL DECK	0	-0.070	-0.126	-0.160	-0.170	-0.155	-0.121	-0.088	-0.076	-0.031	-0.002	0	-0.047	-0.135	-0.177	-0.231	-0.302	-0.327	-0.299	-0.227	-0.172	-0.130	-0.044	0	-0.006	-0.041	-0.092	-0.102	-0.144	-0.181	-0.197	-0.184	-0.144	-0.080	0
SDL	0	-0.012	-0.022	-0.028	-0.030	-0.028	-0.022	-0.016	-0.014	-0.006	0.000	0	-0.009	-0.026	-0.034	-0.044	-0.056	-0.061	-0.056	-0.043	-0.033	-0.025	-0.009	0	-0.001	-0.007	-0.017	-0.018	-0.026	-0.032	-0.035	-0.033	-0.025	-0.014	0
TOTAL DEFLECTION	0	-0.116	-0.208	-0.266	-0.282	-0.259	-0.202	-0.147	-0.126	-0.052	-0.004	0	-0.080	-0.229	-0.299	-0.390	-0.509	-0.550	-0.504	-0.383	-0.291	-0.221	-0.075	0	-0.010	-0.068	-0.153	-0.170	-0.239	-0.302	-0.327	-0.307	-0.240	-0.133	0
GEOMETRIC ORDINATE	0	0.010	0.020	0.030	0.040	0.050	0.060	0.067	0.070	0.090	0.080	0	0.710	1.260	1.434	1.660	1.890	1.970	1.890	1.660	1.434	1.260	0.710	0	0.340	0.590	0.740	0.754	0.810	0.780	0.660	0.490	0.330	0.170	0
CAMBER "Y"	0	0.126	0.228	0.296	0.322	0.309	0.262	0.214	0.196	0.142	0.084	0	0.790	1.489	1.733	2.050	2.399	2.520	2.394	2.043	1.725	1.481	0.785	0	0.350	0.658	0.893	0.924	1.049	1.082	0.987	0.797	0.570	0.303	0
GIRDER 4																																		
SECTION	0	1	2	3	4	5	6	FS	7	8	9	10	11	12	FS	13	14	15	16	17	FS	18	19	20	21	22	23	FS	24	25	26	27	28	29	30
DL GIRDERS	0	-0.034	-0.062	-0.079	-0.084	-0.077	-0.060	-0.043	-0.037	-0.015	-0.001	0	-0.023	-0.067	-0.088	-0.114	-0.148	-0.159	-0.145	-0.110	-0.084	-0.063	-0.021	0	-0.004	-0.022	-0.047	-0.052	-0.073	-0.092	-0.099	-0.092	-0.072	-0.040	0
DL DECK	0	-0.071	-0.129	-0.164	-0.174	-0.158	-0.122	-0.087	-0.075	-0.030	-0.002	0	-0.047	-0.135	-0.177	-0.230	-0.298	-0.320	-0.291	-0.217	-0.164	-0.122	-0.039	0	-0.009	-0.045	-0.097	-0.107	-0.149	-0.186	-0.199	-0.184	-0.142	-0.078	0
SDL	0	-0.012	-0.022	-0.028	-0.030	-0.027	-0.021	-0.015	-0.013	-0.005	0.000	0	-0.009	-0.026	-0.034	-0.043	-0.056	-0.060	-0.055	-0.041	-0.032	-0.024	-0.008	0	-0.001	-0.008	-0.018	-0.020	-0.027	-0.034	-0.036	-0.034	-0.026	-0.014	0
TOTAL DEFLECTION	0	-0.118	-0.213	-0.272	-0.288	-0.262	-0.203	-0.145	-0.125	-0.051	-0.003	0	-0.080	-0.228	-0.299	-0.387	-0.502	-0.539	-0.491	-0.368	-0.280	-0.209	-0.068	0	-0.014	-0.075	-0.162	-0.179	-0.249	-0.311	-0.334	-0.310	-0.240	-0.132	0
GEOMETRIC ORDINATE	0	0.020	0.030	0.050	0.060	0.080	0.090	0.105	0.110	0.120	0.100	0	0.700	1.250	1.424	1.640	1.880	1.950	1.880	1.640	1.424	1.250	0.700	0	0.330	0.570	0.710	0.722	0.770	0.730	0.610	0.460	0.300	0.150	0
CAMBER "Y"	0	0.138	0.243	0.322	0.348	0.342	0.293	0.250	0.235	0.171	0.103	0	0.780	1.478	1.723	2.027	2.382	2.489	2.371	2.008	1.704	1.459	0.768	0	0.344	0.645	0.872	0.901	1.019	1.041	0.944	0.770	0.540	0.282	0
GIRDER 5																																		
SECTION	0	1	2	3	4	5	6	FS	7	8	9	10	11	12	FS	13	14	15	16	17	FS	18	19	20	21	22	23	FS	24	25	26	27	28	29	30
DL GIRDERS	0	-0.035	-0.063	-0.080	-0.085	-0.077	-0.060	-0.042	-0.036	-0.014	0.000	0	-0.024	-0.066	-0.087	-0.111	-0.144	-0.154	-0.140	-0.105	-0.080	-0.059	-0.019	0	-0.005	-0.024	-0.050	-0.055	-0.075	-0.094	-0.101	-0.094	-0.073	-0.040	0
DL DECK	0	-0.061	-0.109	-0.139	-0.147	-0.133	-0.103	-0.072	-0.062	-0.024	0.000	0	-0.040	-0.111	-0.147	-0.189	-0.245	-0.264	-0.240	-0.179	-0.137	-0.101	-0.032	0	-0.008	-0.041	-0.087	-0.096	-0.133	-0.167	-0.181	-0.169	-0.133	-0.074	0
SDL	0	-0.013	-0.023	-0.029	-0.031	-0.028	-0.022	-0.015	-0.013	-0.005	0.000	0	-0.010	-0.026	-0.034	-0.043	-0.055	-0.059	-0.054	-0.040	-0.031	-0.023	-0.007	0	-0.002	-0.009	-0.019	-0.021	-0.028	-0.035	-0.037	-0.035	-0.027	-0.015	0
TOTAL DEFLECTION	0	-0.108	-0.195	-0.248	-0.263	-0.239	-0.184	-0.128	-0.111	-0.042	0.000	0	-0.073	-0.203	-0.267	-0.343	-0.444	-0.477	-0.433	-0.324	-0.247	-0.182	-0.058	0	-0.015	-0.074	-0.155	-0.171	-0.237	-0.296	-0.319	-0.298	-0.232	-0.129	0
GEOMETRIC ORDINATE	0	0.020	0.040	0.060	0.080	0.100	0.130	0.145	0.150	0.170	0.130	0	0.700	1.240	1.419	1.630	1.860	1.940	1.860	1.630	1.419	1.240	0.700	0	0.320	0.550	0.680	0.690	0.730	0.680	0.560	0.420	0.280	0.140	0
CAMBER "Y"	0	0.128	0.235	0.308	0.343	0.339	0.314	0.274	0.261	0.212	0.130	0	0.773	1.443	1.686	1.973	2.304	2.417	2.293	1.954	1.666	1.422	0.758	0	0.335	0.624	0.835	0.861	0.967	0.976	0.879	0.718	0.512	0.269	0

GENERAL NOTES:

3. DEFLECTIONS AND REQUIRED CAMBER ARE SHOWN IN DECIMAL OF FEET.
4. FOR GIRDER DESIGNATION SEE FRAMING PLAN AND GIRDER DETAILS SHEET.
5. GEOMETRIC ORDINATE INCLUDES REQUIRED CAMBER FOR SUPERELEVATION ORDINATE.
6. POSITIVE CAMBER IS UPWARD.
7. NEGATIVE DEFLECTION IS DOWNWARD.
8. DESIGNED ACCORDING TO AASHTO LRFD, 2012 6TH EDITION WITH INTERIM SPECIFICATIONS.

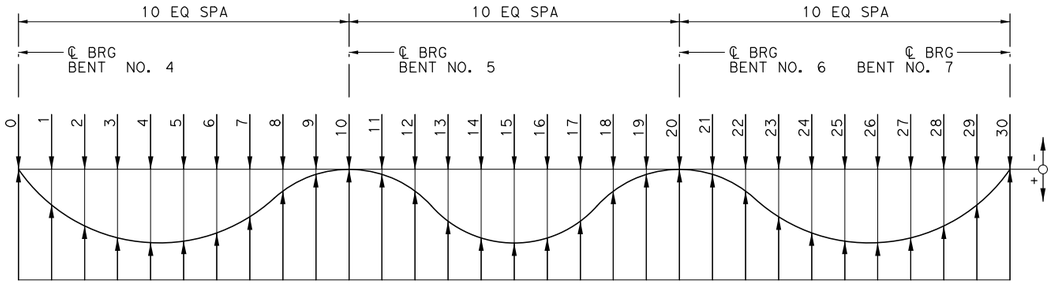


WEB CAMBER DIAGRAM

WEBS MAY BE CUT ON STRAIGHT LINES BETWEEN ORDINATES SHOWN OR TO A SMOOTH CURVE AT FABRICATOR'S OPTION. CAMBER "Y" VALUES SHOWN INCLUDE TOTAL DEAD LOAD DEFLECTION AND VERTICAL CURVE CORRECTIONS.

GIRDER SOLE PLATE SLOPE %				
GIRDER	BENT 4	BENT 5	BENT 6	BENT 7
1	4.30%	3.89%	-2.08%	-5.00%
2	4.30%	3.75%	-2.19%	-5.00%
3	4.30%	3.61%	-2.30%	-5.00%
4	4.30%	3.48%	-2.41%	-5.00%
5	4.30%	3.34%	-2.52%	-5.00%

CAMBER TABLE



DEAD LOAD DEFLECTION DIAGRAM

HL93 LOADING

Kimley»Horn
801 Cherry Street, Unit 11, Suite 950, Fort Worth, TX 76102
Phone: (817) 335-6511 Fax: (817) 335-2670 Registration Number F-928

No.	Revision	By	Date

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MICHAEL L. RUSHING P.E.
SERIAL NO.: 89600
DATE: DECEMBER 2018

CITY OF SAGINAW
BAILEY-BOSWELL ROAD

EXHIBIT A
DOT NO. 675285D
BNSF WICHITA FALLS SUBDIVISION, RR MP 11.25

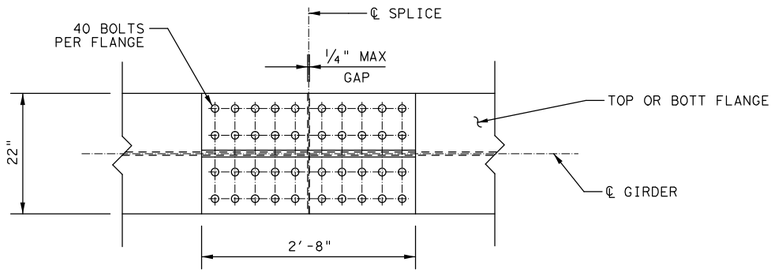
PLATE GIRDER DETAILS
SHEET 2 OF 3 SHEETS

DATE: DECEMBER 2018
DESIGN: JSS
DRAWN: ZEG
CHECKED: MLR
KHA NO.: 061003103

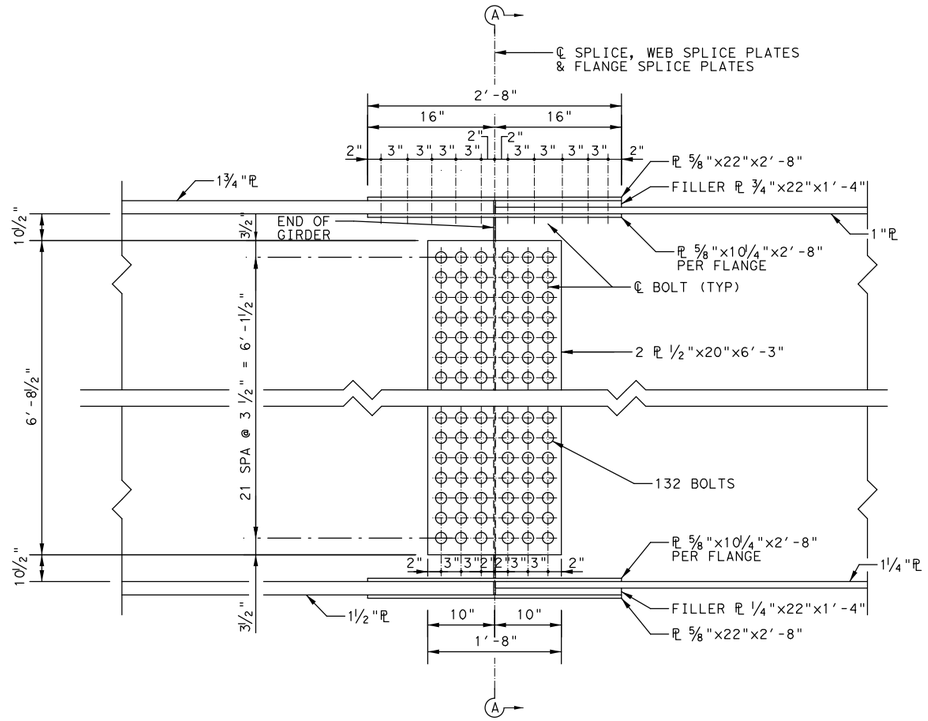
SHEET NUMBER
126

Plotted By: 2015-06-15 08:05:22, Glynn-Mohr, Kelley
Last Saved: 2018-11-26 12:29:54, (Model)
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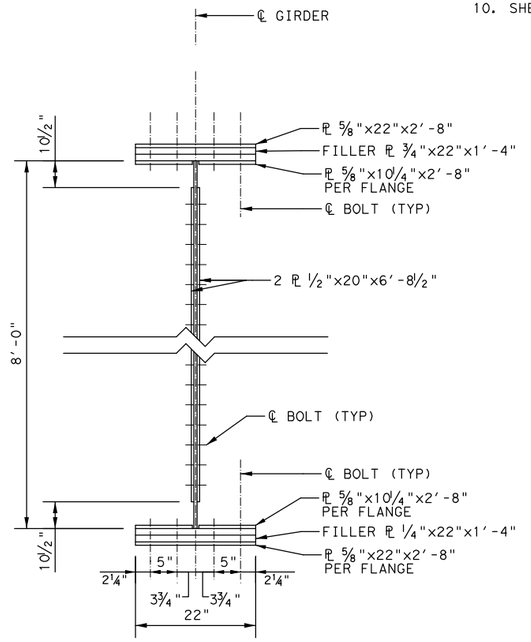
90% SUBMITTAL



PLAN
(SCALE: NTS)



ELEVATION
(SCALE: NTS)



SECTION A-A
(SCALE: NTS)

OPTIONAL BOLTED FIELD SPLICE NOTES:

1. DESIGNED ACCORDING TO AASHTO LRFD, 2012 6TH EDITION WITH INTERIM SPECIFICATIONS.
2. ALL BOLTS SHALL BE 1" DIA. A325 WITH ONE HARDENED WASHER EACH AND SHALL BE TIGHTENED IN ACCORDANCE WITH ITEM 447. ALL HOLES SHALL BE 1 1/16" DIA.
3. ALL SPLICE PLATES SHALL CONFORM TO A709 GRADE 50W.
4. CLEANING OF UNPAINTED FAYING SURFACES SHALL BE IN ACCORDANCE WITH ITEM 446, "CLEANING AND PAINTING OF STEEL."
5. FAYING SURFACES ARE TO BE UNPAINTED WITH AN ASSUMED SLIP COEFFICIENT OF 0.33 FOR FLANGE AND WEB SPLICE DESIGNS.
6. SEE GIRDER ELEVATION SHEET FOR PLATE GIRDER FABRICATION NOTES.
7. ALL SPLICE PLATES ARE CLASSIFIED AS TENSION COMPONENTS AND SHALL CONFORM TO ITEM 442.A.1.
8. BOLTS SHALL BE INSTALLED WITH HEADS ON FASCIA SIDE OF OUTSIDE GIRDER WEBS. BOTTOM FLANGE SPLICE BOLTS SHALL BE INSTALLED WITH HEADS FACING DOWN.
9. STRUCTURAL STEEL PAY WEIGHT SHALL BE BASED ON WELDED FIELD SPLICES REGARDLESS OF SPLICE TYPE CHOSEN.
10. SHEAR CONNECTORS NOT SHOWN FOR CLARITY.

OPTIONAL BOLTED FIELD SPLICE

HL93 LOADING

Kimley»Horn
801 Cherry Street, Unit 11, Suite 950, Fort Worth, TX 76102
Phone: (817) 335-6511 Fax: (817) 335-6870 Registration Number F-928

No.	Revision	By	Date

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MICHAEL L. RUSHING P.E.
SERIAL NO. 89600
DATE: DECEMBER 2018

CITY OF SAGINAW
BAILEY-BOSWELL ROAD

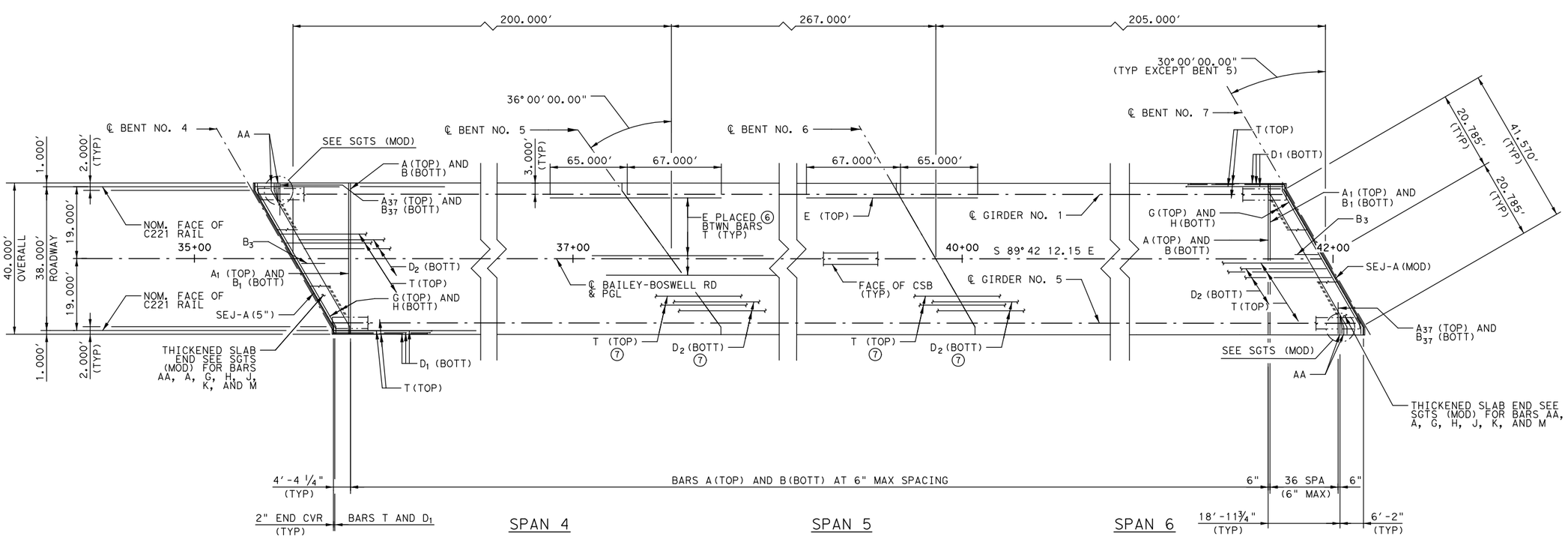
EXHIBIT A
DOT NO. 675285D
BNSF WICHITA FALLS SUBDIVISION, RR MP 11.25

PLATE GIRDER DETAILS
SHEET 3 OF 3 SHEETS

DATE: DECEMBER 2018
DESIGN: JSS
DRAWN: ZEG
CHECKED: MLR
KHA NO.: 061003103

SHEET NUMBER
127

Plotted, By: 2015-06-15 08:05:22, Glynn-Mohr, Kelley
Last Saved: 2018-11-26 12:29:54 (Model)
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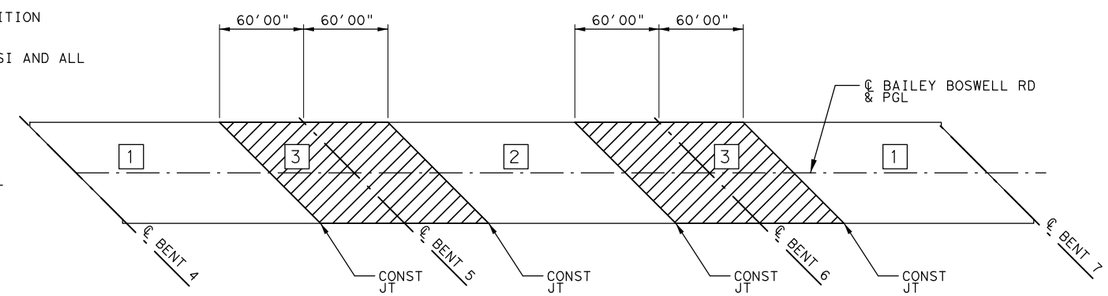


PLAN - UNIT 2

SCALE NTS

GENERAL NOTES:

1. DESIGNED ACCORDING TO AASHTO LRFD, 2012 6TH EDITION WITH ALL INTERIM SPECIFICATIONS
2. CONCRETE SHALL BE CLASS "S" (HPC) F'c = 4000 PSI AND ALL REINFORCING SHALL BE GRADE 60
3. SEE PCP STANDARDS FOR DETAILS AND QUANTITY ADJUSTMENTS
4. SEE SGMS FOR MISCELLANEOUS SLAB DETAILS. SEE SGTS (MOD) FOR THICKENED SLAB END DETAILS.
5. TOP AND BOTTOM LAYERS OF SLAB REINFORCING STEEL SHALL BE EPOXY COATED
6. BAR LAPS WHERE REQUIRED SHALL BE AS FOLLOWS:
   EPOXY COATED ~ #4 = 2'-1"
   ~ #5 = 2'-7"
7. SEE RAIL STANDARDS FOR C221 FOR RAIL DETAILS



CONCRETE POURING SEQUENCE

(SCALE: NTS)

POUR SEQUENCE NOTES:

1. NUMBERS [1] , [2] , AND [3] INDICATE PLACING SEQUENCE OF DECK CONCRETE. POUR [2] SECTIONS A MINIMUM OF 48 HOURS AFTER [1] SECTIONS HAVE BEEN POURED. POUR [3] SECTIONS A MINIMUM OF 12 HOURS AFTER ADJACENT [1] AND [2] SECTIONS HAVE BEEN POURED.
2. AS AN ALTERNATE, [1] AND [2] SECTIONS MAY BE POURED CONSECUTIVELY IN SEQUENCE IN ONE DIRECTION ONLY. THE RATE OF POUR SHALL BE SUCH THAT EACH NEW SECTION SHALL BE POURED BEFORE THE PREVIOUSLY POURED ADJACENT SECTION HAS SET.
3. SECTIONS [2] AND [3] MAY BE POURED CONSECUTIVELY BUT ONLY IN THE DIRECTION FROM [2] AND [3] AND A MINIMUM OF 48 HOURS AFTER THE ADJACENT [1] SECTION HAS BEEN POURED.
4. THE CONTRACTOR SHALL SUBMIT A POUR SCHEDULE TO THE ENGINEER FOR REVIEW PRIOR TO PLACING CONCRETE.

BAR TABLE	
BAR	SIZE
A	#5
AA	#5
B	#5
D	#5
E	#6
G	#4
H	#4
J	#4
K	#4
M	#4
T	#4
Y	#4

TABLE OF ESTIMATED QUANTITIES

SPAN NO.	REINF CONC SLAB	STRUCTURAL STEEL	CLASS "S" CONCRETE (HPC)	TOTAL REINF STEEL ⑤
	SF	LB	CY*	LB*
4	8,000	531,876.5	210.9	56,000
5	10,680	710,055.1	280.2	74,760
6	8,200	545,173.4	216.1	57,400
TOTAL	26,880	1,787,105.0	707.2	188,160

⑤ REINFORCING STEEL WEIGHT IS CALCULATED USING AN APPROXIMATE FACTOR OF 7.0 LBS/SF.

⑥ PLACE BARS E BETWEEN BARS T IN THE TOP MAT OF REINFORCEMENT OVER INTERIOR BENTS.

⑦ TOP AND BOTTOM MATS OF REINFORCEMENT ARE TO BE CONTINUOUS THROUGH JOINT OVER INTERIOR BENTS.

⑧ MAINTAIN A CONSTANT 8½" THICK SLAB OVER INTERIOR BENTS.

* QUANTITY FOR OWNER'S INFORMATION ONLY.

HL93 LOADING

90% SUBMITTAL

Plotted By: 2015-06-15 08:05:22, Glynn-Mohr, Kelley
Last Saved: 2018-11-26 12:29:54 (Model)
Filename: k:\am1_structures\061003103_bailey baswell\cadd\ref\x-border22x34 - exhibit-a.dgn

Kimley»Horn
801 Cherry Street, Unit 11, Suite 950, Fort Worth, TX 76102
Phone: (817) 335-6511 Fax: (817) 335-6870 Registration Number F-928

No.	Revision	By	Date

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MICHAEL L. RUSHING P.E.
SERIAL NO. 99600
DATE: DECEMBER 2018

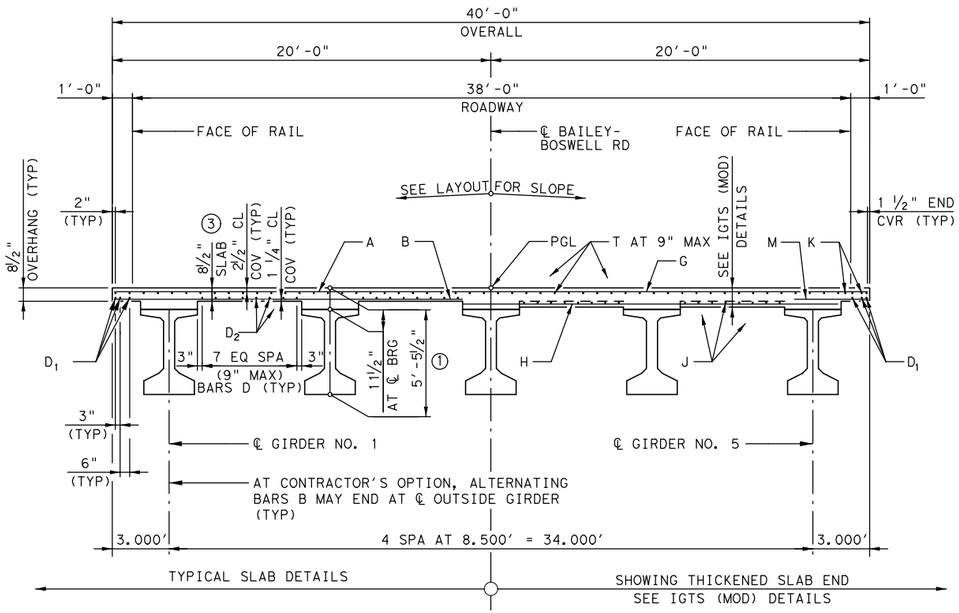
CITY OF SAGINAW
BAILEY-BOSWELL ROAD
EXHIBIT A
DOT NO. 675285D
BNSF WICHITA FALLS SUBDIVISION, RR MP 11.25

SLAB DETAILS UNIT 2
SHEET 2 OF 4 SHEETS

DATE: DECEMBER 2018
DESIGN: JSS
DRAWN: ZEG
CHECKED: MLR
KHA NO.: 061003103

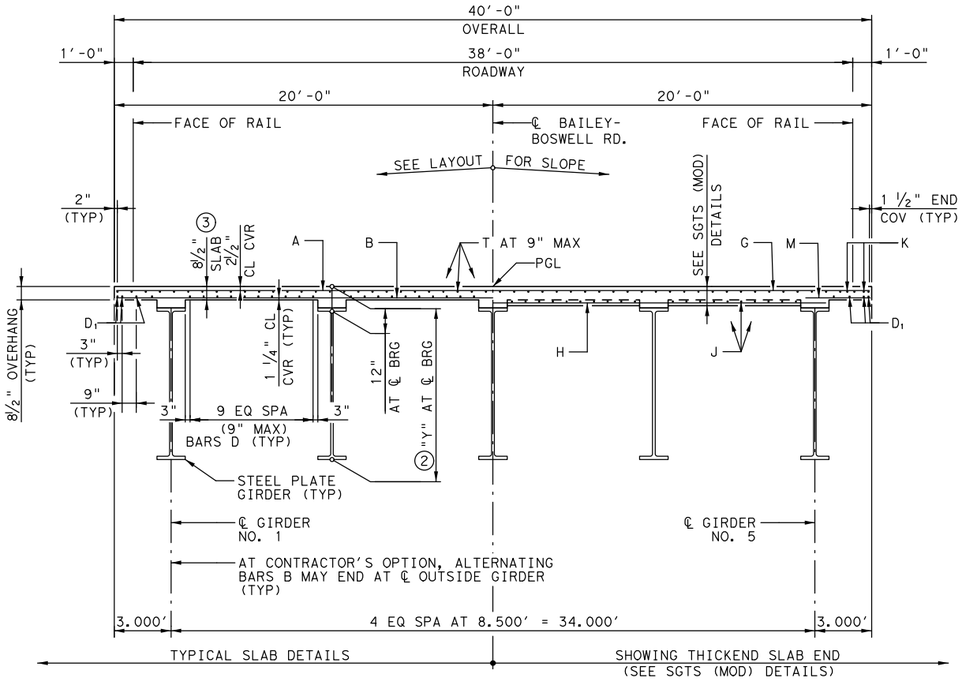
SHEET NUMBER
129

90% SUBMITTAL



TYPICAL TRANSVERSE SECTION

(SPANS 1 - 3)
(SPANS 7 - 10)



TYPICAL TRANSVERSE SECTION

(SPANS 4 - 6)

GENERAL NOTES:

1. DESIGNED ACCORDING TO AASHTO LRFD, 2012 6TH EDITION WITH ALL INTERIM SPECIFICATIONS.
2. SEE STANDARDS IGTS (MOD) AND SGTS (MOD) THICKENED SLAB END DETAILS AND QUANTITY ADJUSTMENTS.
3. SEE PCP STANDARDS FOR DETAILS AND QUANTITY ADJUSTMENTS.
4. ALL REINFORCING SHALL BE GRADE 60.
5. CONCRETE COMPRESSIVE STRENGTH f'c = 4,000 PSI.
6. SEE IGMS STANDARD FOR MISCELLANEOUS DETAILS.
7. SEE RAILING DETAILS FOR RAIL ANCHORAGE IN SLABS.
8. BAR LAPS, WHERE REQUIRED, SHALL BE AS FOLLOWS:
   EPOXY COATED ~ #4 = 2'-1"
   ~ #5 = 2'-7"

① VALUE SHOWN IS BASED ON THEORETICAL BEAM CAMBER, DEAD LOAD DEFLECTION FROM AN 8½" CAST-IN-PLACE CONCRETE SLAB AND ROADWAY PROFILE.

② Y - 5'-11¼" AT BENTS 4 & 7
Y - 9'-2½" AT BENTS 5 & 6

③ TOLERANCE ON SLAB THICKNESS IS +1", -0" REGARDLESS OF FORMING SYSTEM USED OR ANY OTHER TOLERANCES SHOWN ELSEWHERE.

HL93 LOADING

Kimley»Horn
801 Cherry Street, Unit 11, Suite 950, Fort Worth, TX 76102
Phone: (817) 335-6511 Fax: (817) 335-2670 Registration Number F-928

No.	Revision	By	Date

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MICHAEL L. RUSHING P.E.
SERIAL NO. 89600
DATE: DECEMBER 2018

CITY OF SAGINAW
BAILEY-BOSWELL ROAD
EXHIBIT A
DOT NO. 675285D
BNSF WICHITA FALLS SUBDIVISION, RR MP 11.25

TYPICAL TRANSVERSE SECTIONS
SHEET 1 OF 1 SHEETS

DATE:	DECEMBER 2018
DESIGN:	JSS
DRAWN:	ZEG
CHECKED:	MLR
KHA NO.:	061003103

SHEET NUMBER
132

Plotted, By: 2015-06-15 08:05:22 Glynn-Mohr, Kelley
Last Saved: 2018-11-26 12:29:54 (Model)
Filename: k:\amt_structures\061003103_bailey boswell\cadd\ref\x-border22x34 - exhibit-a.dgn

STRUCTURE	DESIGNED GIRDERS									STRAIGHT STRAND PATTERN									DEPRESSED STRAND PATTERN (1)			CONCRETE		OPTIONAL DESIGN				
	SPAN NO.	GIRDER NO.	GIRDER TYPE	PRESTRESSING STRANDS						TOT NO. DEB	DEBONDED STRANDS PER ROW								NO.	TO END (in)	TO ℄ (in)	RELEASE STRGTH (2) f'ci (ksi)	MINIMUM 28 DAY COMP STRGTH f'c (ksi)	DESIGN LOAD COMP. STRESS (TOP ℄) (SERVICE I) fct(ksi)	DESIGN LOAD TENSILE STRESS (BOTT ℄) (SERVICE III) fcb(ksi)	REQUIRED MINIMUM ULTIMATE MOMENT CAPACITY (STRENGTH I) (kip-ft)	LIVE LOAD DISTRIBUTION FACTOR (3)	
				NON-STD STRAND PATTERN	TOTAL NO.	SIZE (in)	STRGTH fpu (ksi)	"e" ℄ (in)	"e" END (in)		DIST FROM BOTTOM (in)	NO. OF STRANDS TOTAL	NO. OF STRANDS DE-BONDED	NUMBER OF STRANDS DEBONDED TO (ft from end) 3	6	9	12	15									Moment	Shear
BAILEY-BOSWELL RD.	ALL	ALL	Tx54		44	0.6	270	18.826	11.190										8	50.5	8.5	5.800	8.200	4.438	-4.326	8631	.658	.926

NON-STANDARD STRAND PATTERNS

PATTERN	STRAND ARRANGEMENT AT ℄ OF GIRDER

(1) When TO END (in) equals TO ℄ (in), place these straight strands at the defined TO values. Fill the lower rows with the remainder of the total number of strands in accordance with the Debonded Strand Designs notes.

(2) Based on the following allowable stresses (ksi):

Compression = 0.65 f'ci

Tension = $0.24\sqrt{f'ci}$

Optional designs must likewise conform.

(3) Portion of full HL93.

DESIGN NOTES:

Designed according to AASHTO LRFD Bridge Design Specifications.

Optional designs for girders 120 feet or longer must have a calculated residual camber equal to or greater than that of the designed girder.

Prestress losses for the designed girders have been calculated for a relative humidity of percent. Optional designs must likewise conform.

FABRICATION NOTES:

Provide Class H concrete.

Provide Grade 60 reinforcing steel bars.

Use low relaxation strands, each pretensioned to 75 percent of fpu.

Strand debonding must comply with Item 424.4.2.2.2.4. Full-length debonded strands are only permitted in positions marked Δ. Double wrap full-length debonded strands in outer most position of each row.

When shown on this sheet, the Fabricator has the option of furnishing either the designed girder or an approved optional design. All optional design submittals must be signed, sealed and dated by a Professional Engineer registered in the State of Texas.

DEBONDED STRAND DESIGNS:

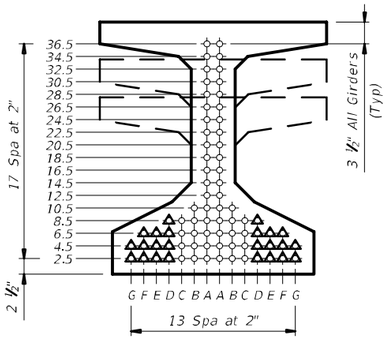
Locate strands for the designed girder as low as possible on the 2" grid system unless a non-standard strand pattern is indicated. Fill row "2.5", then row "4.5", then row "6.5", etc. Place strands within a row as follows:

1) Locate a strand in each "A" and outer most positions.
2) Place strand symmetrically about vertical centerline of girder.
3) Space strands as equally as possible across the entire width.

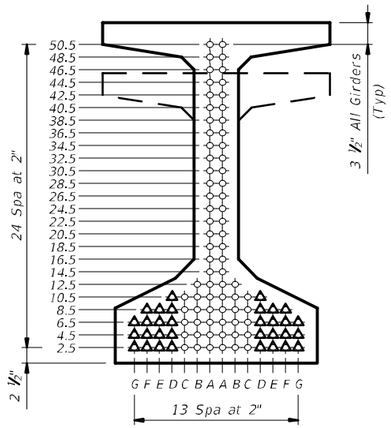
Do not debond strands in position "G". Distribute debonded strands symmetrically about the vertical centerline. Increase debonded lengths working outward, with debonding staggered in each row.

DEPRESSED STRAND DESIGNS:

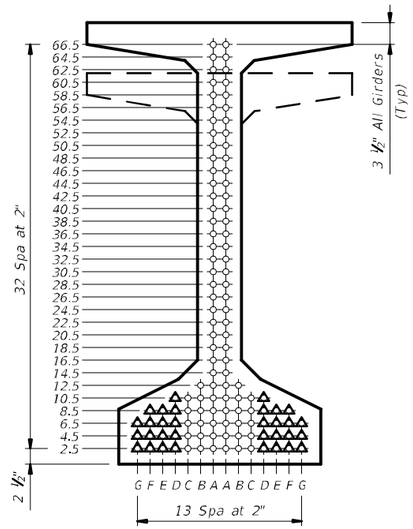
Locate strands for the designed girder as low as possible on the 2" grid system unless a non-standard strand pattern is indicated. Fill row "2.5", then row "4.5", then row "6.5", etc., beginning each row in the "A" position and working outward until the required number of strands is reached. All strands in the "A" position must be depressed, maintaining the 2" spacing so that, at the girder ends, the upper two strands are in the position shown in the table.



TYPE Tx28, Tx34 & Tx40



TYPE Tx46 & Tx54



TYPE Tx62 & Tx70

HL93 LOADING

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MICHAEL L. RUSHING P.E.

SERIAL NO. 89800

DATE: APRIL 2018

Texas Department of Transportation

Bridge Division Standard

PRESTRESSED CONCRETE I-GIRDER DESIGNS (NON-STANDARD SPANS)

IGND (MOD)

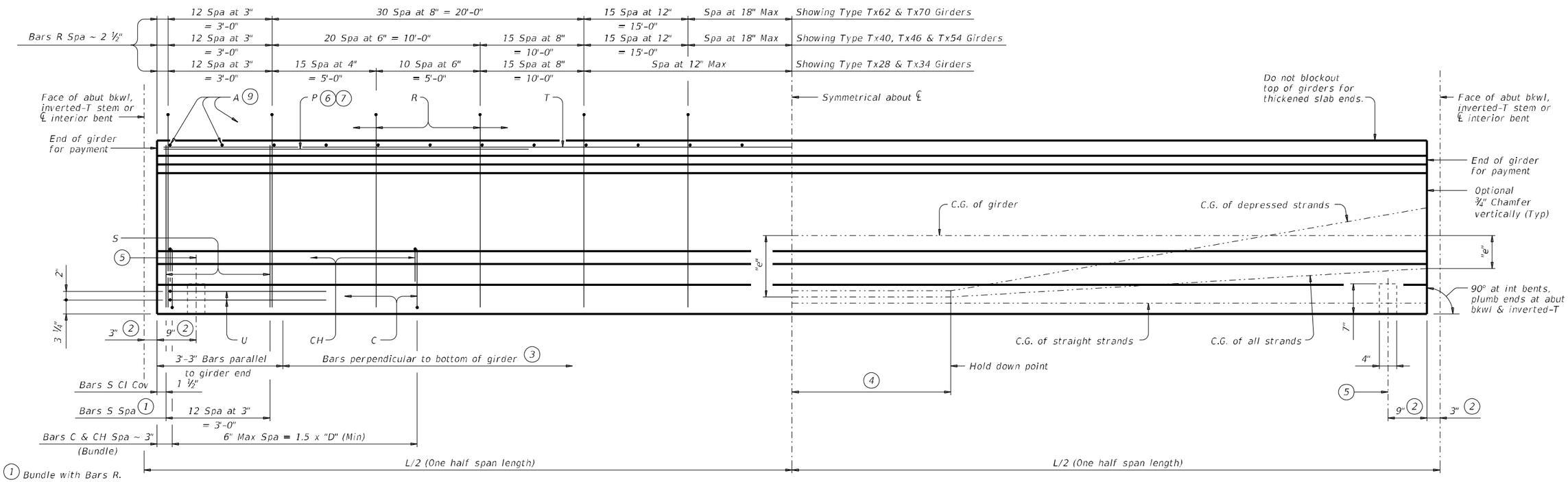
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©TxDOT August 2017	CONT	SECT	JOB	HIGHWAY
REVISIONS	0013	10	082	US 287
	DIST	COUNTY		SHEET NO.
	FTW	TARRANT		

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DATE:
FILE:



(1) Bundle with Bars R.

(2) Measured along ℄ Girder at interior bents; perpendicular to abutment bkwl or inverted-T stem.

(3) The average of the top and bottom spacing of Bars R cannot exceed the required spacing.

(4) L/20, but not less than 5'-0" (-0,+2").

(5) ℄ 4" x 1 ½" Vertical Slotted Hole at doweled girder end [labeled (D) on Bridge Layout]. Required for outside girder only or as shown on substructure details. Anchorage holes may be tapered (4 ¾" x 1 ⅝") at base. If holes are formed with sheet metal, forms may be left in place.

GIRDER ELEVATION

(6) Bars P (#6 x 15'-0") required in Tx62 and Tx70 girders. At the fabricator's option bars larger than #6 may be used. When L is less than 50 ft, Bars P are to be the same length as Bars T.

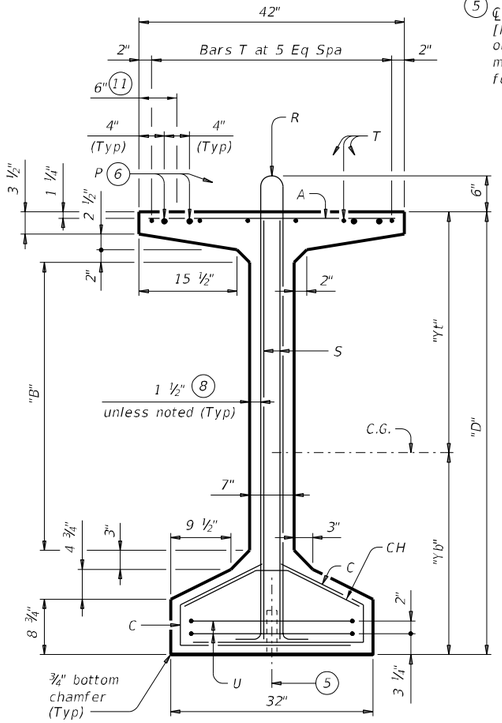
(7) Bars P (#6 x 15'-0") are only required in Tx28, Tx34, Tx40, Tx46, and Tx54 girders when "e" at girder ends exceeds 0.25 x "D". At the fabricator's option bars larger than #6 may be used. When L is less than 50 ft, Bars P are to be the same length as Bars T.

(8) 1 ⅜" Clear Cover to Bars S.

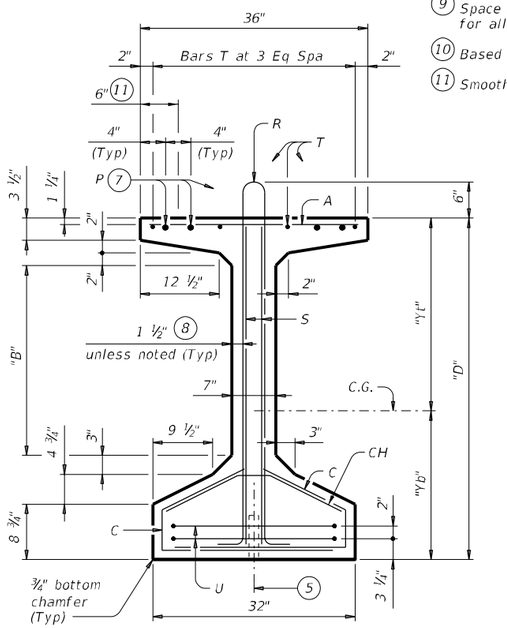
(9) Space Bars A at 6" Max for girders requiring overhang bracket hangers. Space at 12" Max for all other girders. Tie to Bars R as necessary. See standard IGMS for "Deck Forming Notes".

(10) Based on 155 pcf total weight of concrete and reinforcing steel.

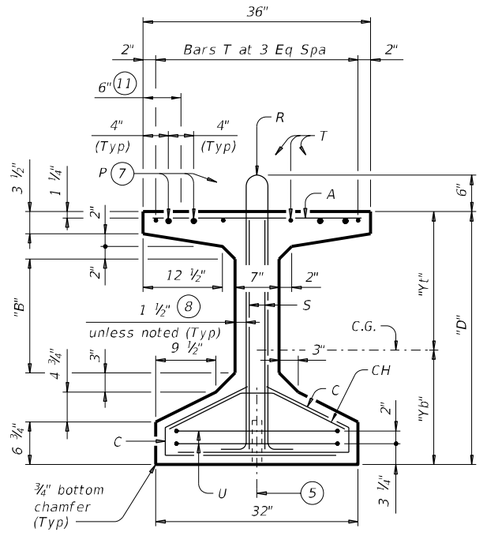
(11) Smooth trowel finish on the slab overhang side of exterior girder.



TYPE Tx62 & Tx70



TYPE Tx46 & Tx54



TYPE Tx28, Tx34 & Tx40

GIRDER DIMENSIONS AND SECTION PROPERTIES

Girder Type	"D" (in.)	"B" (in.)	"Yt" (in.)	"Yb" (in.)	Area (in.²)	"Ix" (in.⁴)	"Iy" (in.⁴)	Weight (10) (plf)
Tx28	28	6	15.02	12.98	585	52,772	40,559	630
Tx34	34	12	18.49	15.51	627	88,355	40,731	675
Tx40	40	18	21.90	18.10	669	134,990	40,902	720
Tx46	46	22	25.90	20.10	761	198,089	46,478	819
Tx54	54	30	30.49	23.51	817	299,740	46,707	880
Tx62	62	37 ½"	33.72	28.28	910	463,072	57,351	980
Tx70	70	45 ½"	38.09	31.91	966	628,747	57,579	1,040

GENERAL NOTES:

Designed according to AASHTO LRFD Bridge Design Specifications.
Provide Class H concrete.
Provide Grade 60 reinforcing steel.
An equal area of deformed Welded Wire Reinforcement (WWR) (ASTM A1064) may be substituted for Bars A, C, R or T unless otherwise noted.
It is permissible for bars or strands to come in contact with materials used in forming anchor holes.

Cover dimensions are clear dimensions, unless noted otherwise.
Reinforcing bar dimensions shown are out-to-out of bar.

HL93 LOADING

Texas Department of Transportation

Bridge Division Standard

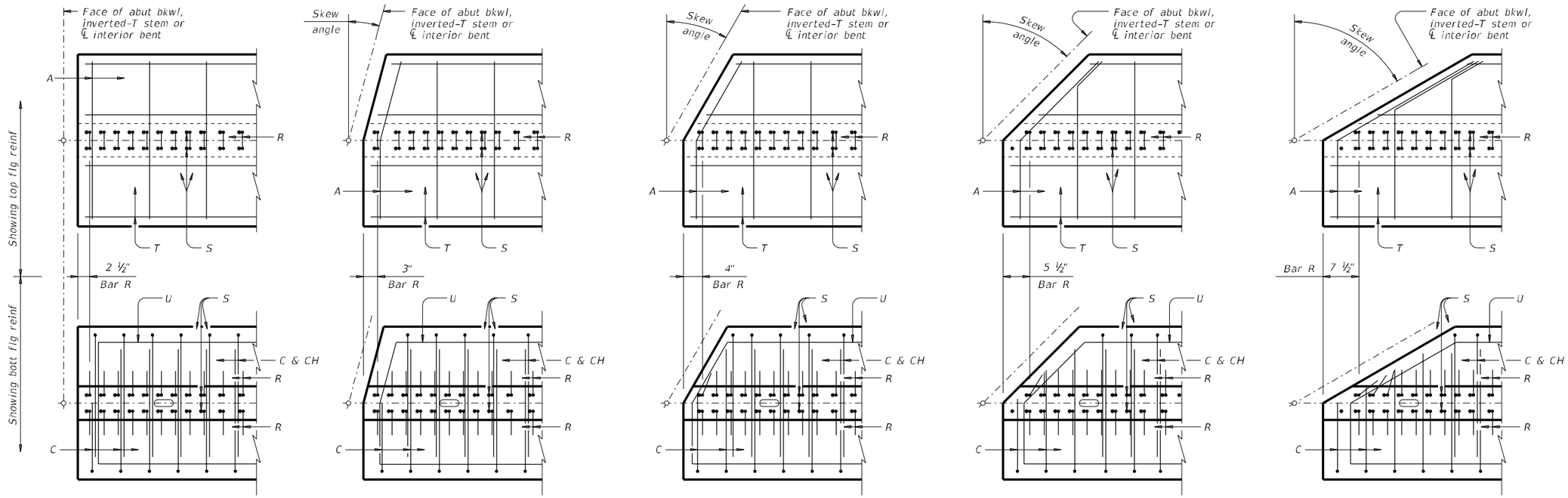
PRESTRESSED CONCRETE I-GIRDER DETAILS

IGD

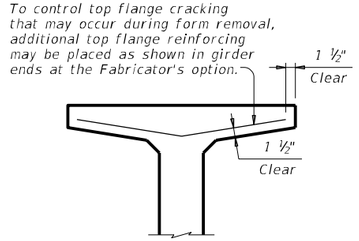
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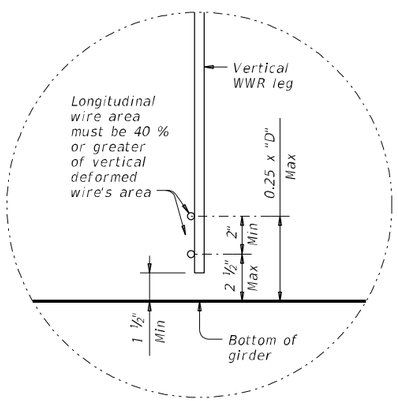
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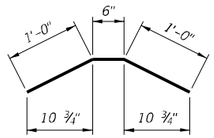
PLAN OF GIRDER ENDS (12)



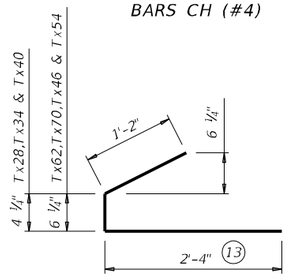
OPTIONAL TOP FLANGE REINFORCING DETAIL



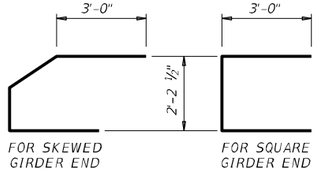
OPTIONAL WELDED WIRE REINFORCEMENT (WWR) DETAIL



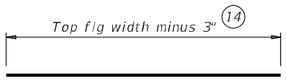
BARS CH (#4)



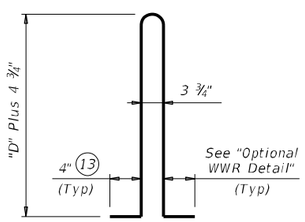
BARS C (#4)



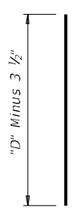
BARS U (#5)



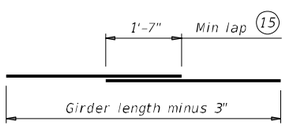
BARS A (#3)



BARS R (#4) (16)



BARS S (#6)



BARS T (#4)

(12) Reinforcing patterns shown are provided as guides to determine reinforcement placement in skewed ends. Place Bars S as close to girder end as cover requirements permit, which may prevent them to be bundled with Bars R.

(13) Bars may be cut or bent at skewed end as required.

(14) Increase as necessary for bars at skewed end.

(15) No portion of bar less than 10 ft.

(16) For Welded Wire Reinforcement (WWR) option, area of Bars R may be reduced in proportion to the increase in reinforcement yield strength over 60 ksi. Yield strength of WWR is limited to 75 ksi.

HL93 LOADING — SHEET 2 OF 2

Texas Department of Transportation

Bridge Division Standard

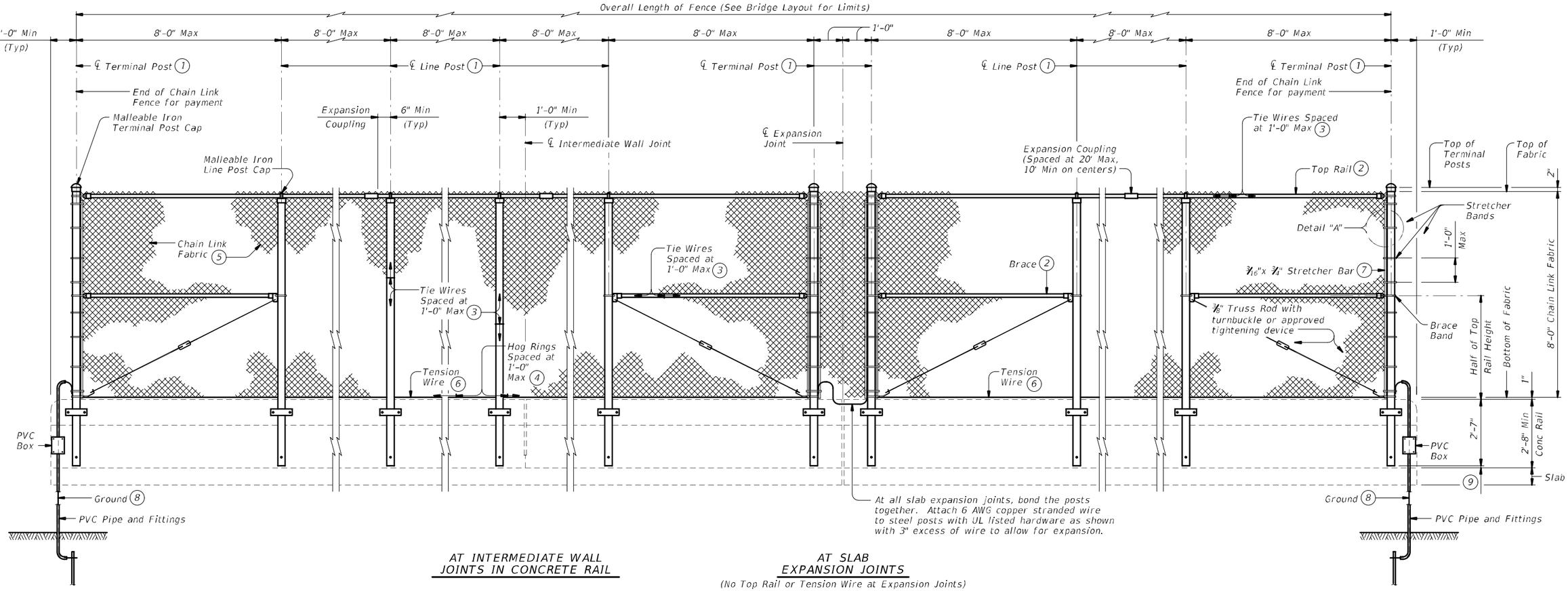
PRESTRESSED CONCRETE I-GIRDER DETAILS

IGD

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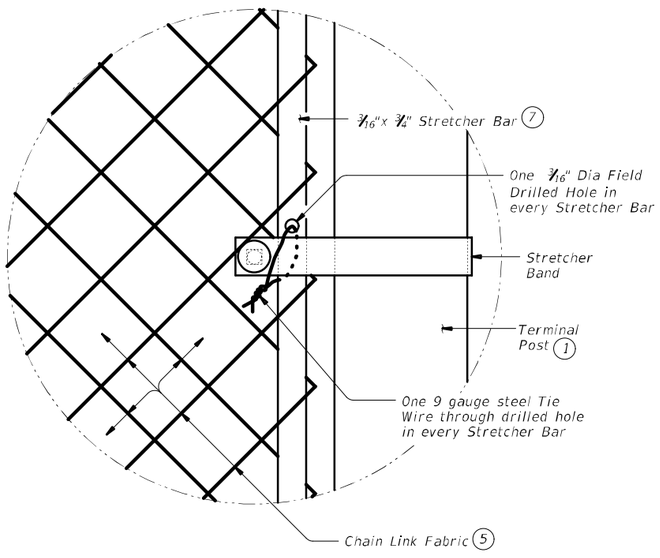
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AT INTERMEDIATE WALL JOINTS IN CONCRETE RAIL

AT SLAB EXPANSION JOINTS
(No Top Rail or Tension Wire at Expansion Joints)

OUTSIDE ELEVATION OF CHAIN LINK FENCE



DETAIL "A"

(1) HSS 3.500 x 0.216 ASTM A1085 or A500 Gr B.

(2) HSS 1.660 x 0.140 ASTM A500 Gr B or A53 Gr B.

(3) 9 gauge steel Tie Wires attach chain link fabric to HSS.

(4) 9 gauge steel Hog Rings attach chain link fabric to tension wire.

(5) 9 gauge steel Chain Link Fabric, 2" Mesh, knuckle selvage top and bottom.

(6) 7 gauge steel Tension Wire.

(7) Contractor must field drill one 3/16" Dia hole in every stretcher bar and use a 9 gauge steel tie wire to tie one stretcher band and chain link fabric together. Locate drilled hole for tie wire at approximate mid-height of fence.

(8) Ground terminal post at the beginning and end of fence and down the nearest bent. Attach 6 AWG copper stranded wire to steel post with UL listed hardware and run other end of copper stranded wire to 3/8" Dia minimum copper-clad steel rod 8 ft in length. Install ground rod as per Item 550 and this sheet. The 6 AWG copper stranded wire must run through 1/2" Schedule 40 PVC pipe, fittings and PVC box attached to the back of rail.

(9) Dimension varies on rail types and superstructure type. T551, T221 and C221 Rails = 1" with no overlay, T222 Rail and SSTR Rail = 5" with no overlay, increased 2" for overlay. On bridges with significant beam camber variable length in dimension may be anticipated.

SHEET 1 OF 2

Texas Department of Transportation

Bridge Division Standard

8 FT CHAIN LINK FENCE FOR RAILROAD OVERPASS

CLF-RO

FILE: rlstd032-18.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT March 2018	CONT	SECT	JOB	HIGHWAY
REVISIONS	0013	10	082	US 287
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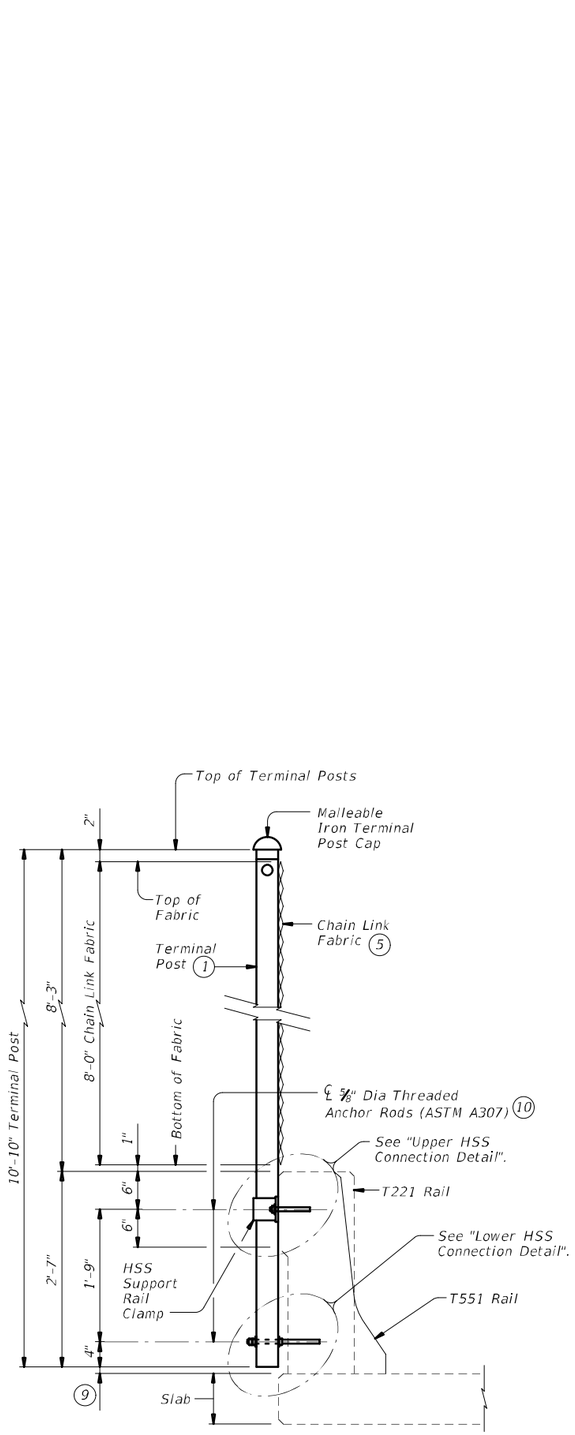
DATE:
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(1) HSS 3.500 x 0.216 ASTM A1085 or A500 Gr B.

(5) 9 gauge steel Chain Link Fabric, 2" Mesh, knuckle selvage top and bottom.

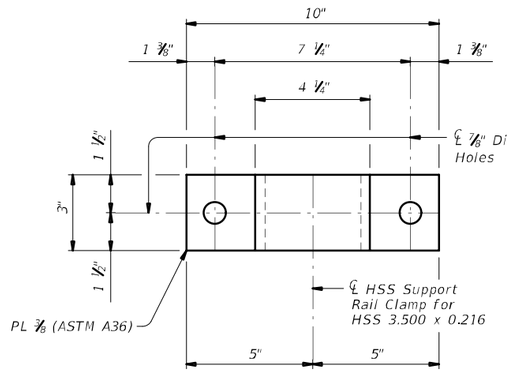
(9) Dimension varies on rail types and superstructure type. T551, T221 and C221 Rails = 1" with no overlay, T222 Rail and SSTR Rail = 5" with no overlay, increased 2" for overlay. On bridges with significant beam camber variable length in dimension may be anticipated.

(10) See "Material Notes" for threaded anchor rod information.

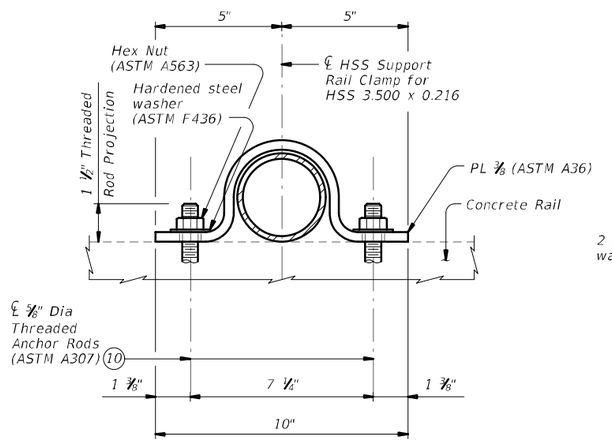


CHAIN LINK FENCE SECTION

(Showing Terminal Post on a T551 or T221 Rail, Line Post, T222 Rail and SSTR Rail similar.)



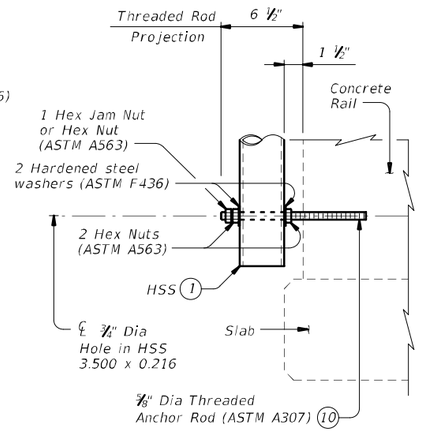
PIPE SUPPORT RAIL CLAMP ELEVATION



HSS SUPPORT RAIL CLAMP ASSEMBLY

UPPER HSS CONNECTION DETAIL

(Dimensions may vary according to Manufacturer's specifications.)



LOWER HSS CONNECTION DETAIL

(Showing Terminal Post or Line Post)

CONSTRUCTION NOTES:

Chain link fence post must be plumb unless otherwise approved.

Test adhesive anchors in accordance with Item 450.3.3, "Tests". Test 3 anchors per 100 anchors installed. Perform corrective measures to provide adequate capacity if any of the tests do not meet the required test load. Repair damage from testing as directed.

MATERIAL NOTES:

All Chain Link Fence materials must conform to standard specifications, Item "Chain Link Fence" unless shown otherwise.

Galvanize all steel components unless noted otherwise.

Provide ASTM A1085, A500 Gr B for HSS 3.500 x 0.216. Provide ASTM A500 Gr B or A53 Gr B for HSS 1.660 x 0.140.

Provide ASTM A36 for steel plates.

Anchor bolts must be ⅝" Dia ASTM A307 Gr A fully threaded rods. Hex nuts must conform to ASTM A563 requirements. Embed fully threaded rods into parapet wall with a Type III, Class C, D, E, or F anchor adhesive. Minimum adhesive anchor embedment depth is 5". Anchor adhesive chosen must be able to achieve a factored bond strength in tension of 6 kips each anchor (edge distance and anchor spacing must be accounted for). Submit signed and sealed calculations or the manufacturer's published literature showing the proposed anchor adhesive's ability to develop this load to the Engineer for approval prior to use. Anchor installation, including hole size, drilling, and clean out, must be in accordance with Item 450, "Railing".

GENERAL NOTES:

This sheet must be used with a concrete Traffic or Combination Rail. Rails that can be used with this sheet are T551, SSTR, T221, T222, and C221 Rails. Chain link fence details shown on this standard are adequate for all speeds. If used, optional side slot drains shown on rail standards must not be any closer than 6" from chain link post to edge of side slot drains.

This railing cannot be used on bridges with expansion joints providing more than 5" movement.

Payment for fence, including all materials and labor, is subsidiary to the bridge rail it is attached to.

Approximate weight of fence = 20 plf.

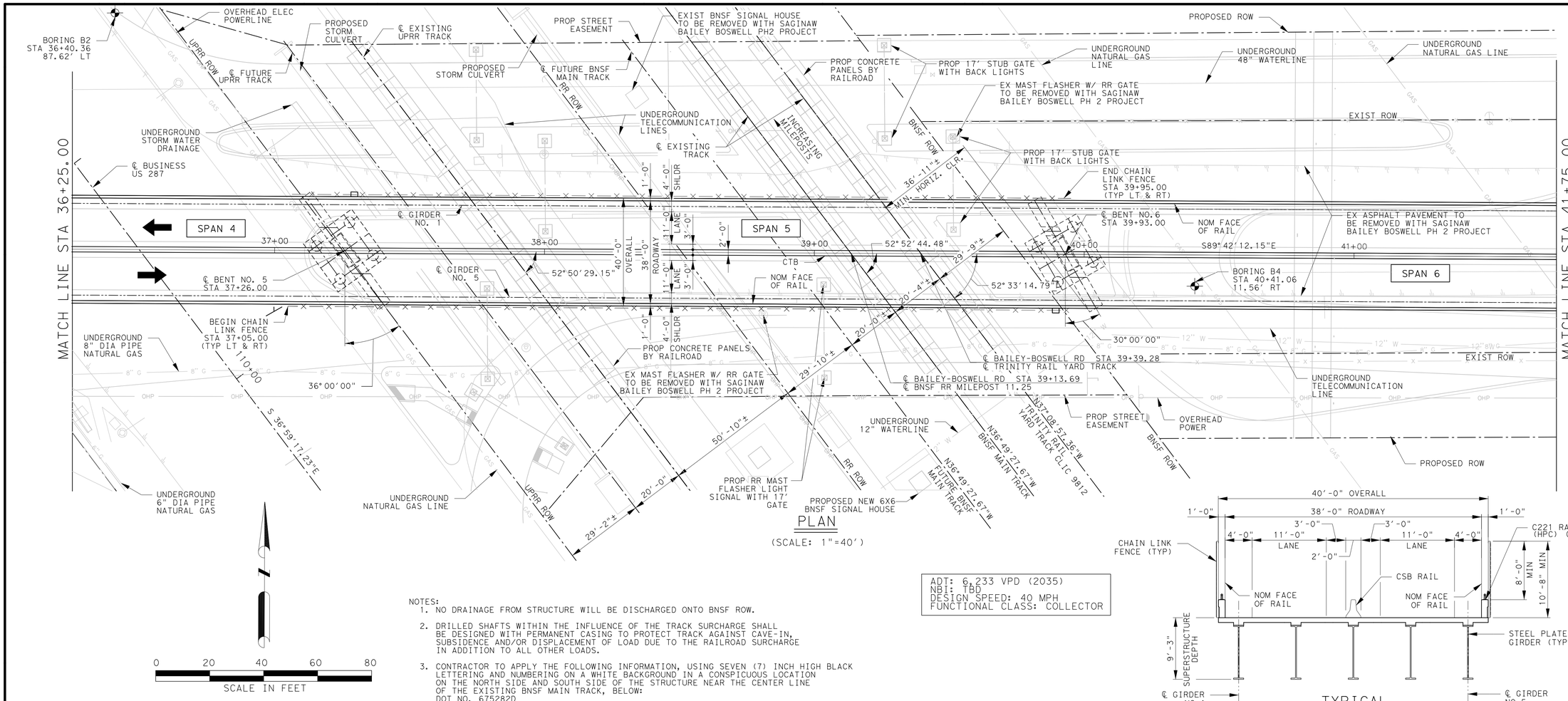
Texas Department of Transportation

Bridge Division Standard

8 FT CHAIN LINK FENCE FOR RAILROAD OVERPASS

CLF-RO

FILE: rlstd032-18.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT March 2018	CONT	SECT	JOB	HIGHWAY
REVISIONS	0013	10	082	US 287
	DIST	COUNTY		SHEET NO.
	FTW	TARRANT		



PLAN

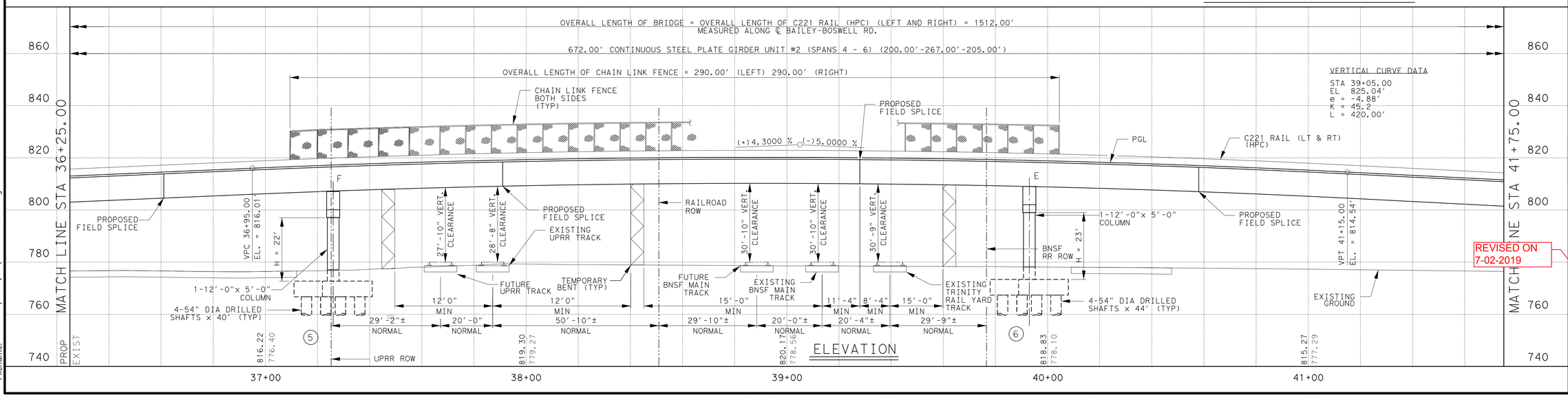
(SCALE: 1"=40')

NOTES:

1. NO DRAINAGE FROM STRUCTURE WILL BE DISCHARGED ONTO BNSF ROW.
2. DRILLED SHAFTS WITHIN THE INFLUENCE OF THE TRACK SURCHARGE SHALL BE DESIGNED WITH PERMANENT CASING TO PROTECT TRACK AGAINST CAVE-IN, SUBSIDENCE AND/OR DISPLACEMENT OF LOAD DUE TO THE RAILROAD SURCHARGE IN ADDITION TO ALL OTHER LOADS.
3. CONTRACTOR TO APPLY THE FOLLOWING INFORMATION, USING SEVEN (7) INCH HIGH BLACK LETTERING AND NUMBERING ON A WHITE BACKGROUND IN A CONSPICUOUS LOCATION ON THE NORTH SIDE AND SOUTH SIDE OF THE STRUCTURE NEAR THE CENTER LINE OF THE EXISTING BNSF MAIN TRACK, BELOW:
   DOT NO. 675282D
   MP 11.25

ADT: 6,233 VPD (2035)
NBI: TBD
DESIGN SPEED: 40 MPH
FUNCTIONAL CLASS: COLLECTOR

TYPICAL SUPERSTRUCTURE SECTION



ELEVATION

Kimley»Horn
801 Cherry Street, Unit 11, Suite 950, Fort Worth, TX 76102
Phone: (817) 335-6511 Fisc: (817) 335-5070 Registration Number F-928

No.	Revision	By	Date

STATE OF TEXAS
MATTHEW LEROY BERGMAN
103210
LICENSED
PROFESSIONAL ENGINEER

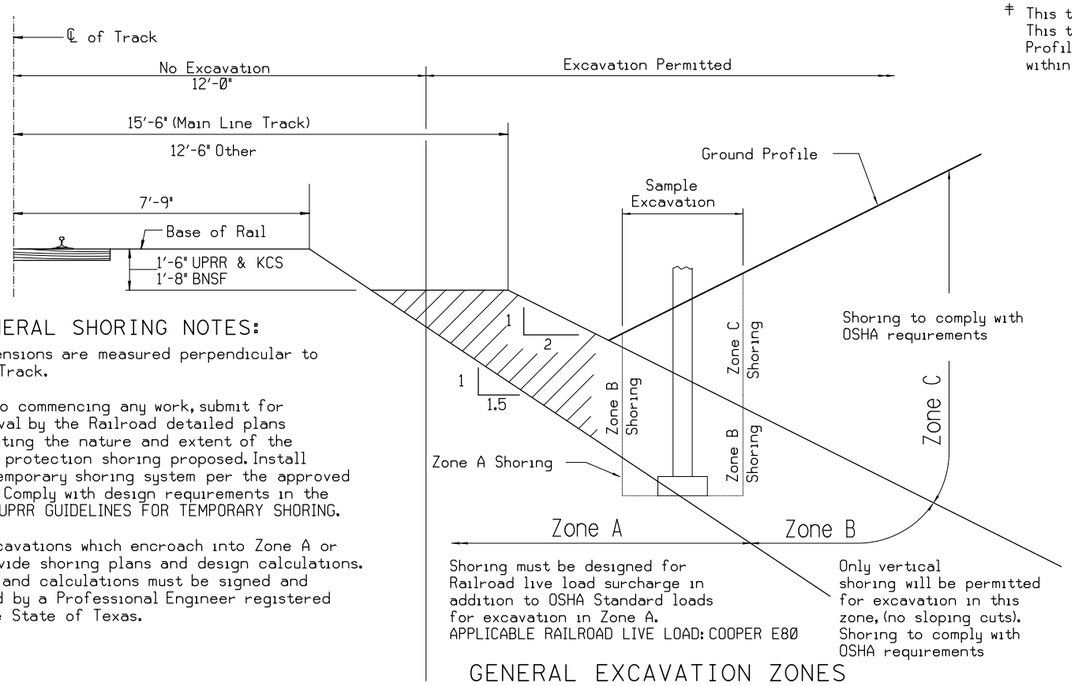
CITY OF SAGINAW
BAILEY-BOSWELL ROAD

BNSF RAILROAD EXHIBIT A
FOR CONSTRUCTION
OF NEW OVERPASS
DOT No. 675285D
BNSF WICHITA FALLS SUBDIVISION,
RR MP 11.25
20 TRAINS PER DAY @ 60 MPH

DATE:	DESIGN: JSS	DRAWN: ZEG	CHECKED: MLR	KHA NO.: 061003103

SHEET NUMBER
238

Plotted, By: 2015-06-15 07:05:22, Glynn-Mohr, Kelley
Last Saved: 2019-02-22 11:56:18, (Model)
Filename: k:\amt_structures\061003103_bailey boswell\cadd\ref\x-border22x34.dgn



GENERAL EXCAVATION ZONES

GENERAL SHORING NOTES:

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

GENERAL SHORING REQUIREMENTS ‡

RAILROAD GENERAL NOTES:

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

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

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

TABLE OF TOP OF RAIL PROFILE
(STATIONS INCREASE WITH MILEPOST INCREASE)

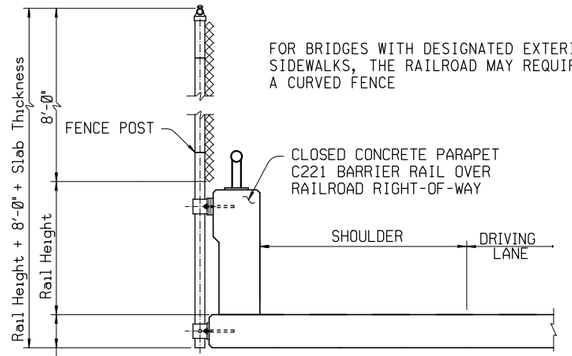
	UPRR		BNSF MAINLINE	
	ALIGNMENT: STATIONS	HIGH RAIL ELEVATION	ALIGNMENT: STATIONS	HIGH RAIL ELEVATION
1000' PRIOR TO PROJECT	00+71.89	786.83	00+53.09	772.96
	01+74.05	786.30	01+52.51	773.43
	02+73.84	785.55	02+46.74	773.70
	03+72.47	784.68	03+31.80	774.01
	04+72.92	784.00	03+81.81	774.35
	05+72.67	783.04	05+03.55	775.29
	06+74.05	782.26	06+02.36	775.69
	07+73.67	781.14	06+52.22	775.93
	08+71.93	780.58	07+52.78	776.49
	09+23.21	780.13	08+52.01	777.31
WITHIN PROJECT	09+73.32	779.62	09+50.05	778.35
	⬓ 10+00.00	779.35	⬒ 10+00.00	778.75
	10+23.14	779.12	10+04.92	778.79
1000' AFTER PROJECT	10+74.98	778.71	10+53.10	779.16
	11+74.74	777.61	11+04.60	779.69
	12+73.88	776.58	12+04.96	780.73
	13+73.04	775.56	13+05.61	781.60
	14+75.43	774.57	14+04.73	782.27
	15+76.79	773.90	15+04.73	783.21
	16+73.32	773.25	16+04.48	783.95
	17+73.95	772.82	17+04.55	784.69
	18+73.62	772.30	18+04.55	785.50
	19+73.84	771.78	19+04.30	786.13
	20+72.95	771.08	20+05.87	786.78

⬓ ± EXISTING TRACK STA. 10+00 (UPRR MILEPOST 602.65)
= ± CONSTRUCTION STA. 37+87.03

⬒ ± EXISTING TRACK STA. 10+00 (BNSF MAINLINE MILEPOST 11.25)
= ± CONSTRUCTION STA. 39+13.69

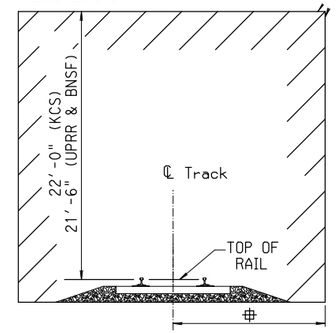
FOR THE FOLLOWING INFORMATION PLEASE REFER TO THE PLAN AND ELEVATION DRAWINGS OF THE BRIDGE PLANS. THE PLAN AND ELEVATION DRAWINGS SHALL SHOW ALL REQUIRED INFORMATION PER BNSF/UPRR GUIDELINES FOR RAILROAD GRADE SEPARATION PROJECT PLAN NO. 711100 SHEET 2.

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



TYPICAL FENCE ON BARRIER DETAIL

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



MINIMUM CONSTRUCTION CLEARANCE ENVELOPE

(NORMAL TO RAILROAD)
#15'-0" (BNSF), 14'-0" (KCS), and 12'-0" (UPRR)

GENERAL NOTES:

Design and Construction for Railroad Projects shall be in accordance with the AREMA Manual for Railway Engineering and BNSF/UPRR Guidelines for Railroad Grade Separation Projects (as annotated by TxDOT) or Kansas City Southern Guidelines for the Design and Construction of Overpasses and Underpasses, or DART Light Rail Project Design Criteria Manual, and the TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges AS APPLICABLE TO THE RAILROAD COMPANY INVOLVED.

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

See Kansas City Southern Guidelines for the Design and Construction of Overpasses and Underpasses for corresponding BNSF/UPRR sheets referenced.

P.E. SEAL REQUIRED

PRELIMINARY

SUBJECT TO REVISION

This document is released for informational purposes under the authority of

P.E. on .

It is not to be used for regulatory approval, permit, bidding, or construction purposes.

Texas Department of Transportation — Traffic Operations Division

RAILROAD REQUIREMENTS FOR BRIDGE CONSTRUCTION

CITY OF SAGINAW
BAILEY-BOSWELL ROAD

EXHIBIT A
DOT NO. 675285D
BNSF WICHITA FALLS SUBDIVISON, RR MP 11.25

FILE:	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT October 2014	CONT	SECT	JOB	HIGHWAY
REVISIONS				
	DIST	COUNTY		SHEET NO.
				239

DATE:
FILE:

RAILROAD REQUIREMENTS FOR BRIDGE CONSTRUCTION.dgn

PART 1 - GENERAL

1.01 DESCRIPTION

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

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

1.02 REQUEST FOR INFORMATION / CLARIFICATION

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

1.03 PLANS / SPECIFICATIONS

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

PART 2 - UTILITIES AND FIBER OPTIC

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

PART 3 - CONSTRUCTION

3.01 GENERAL

A. Perform all work in compliance with all applicable Railroad, FRA (Federal Railway Administration) and TxDOT rules and regulations. Arrange and conduct work in a manner that does not endanger or interfere with the safe operation of the tracks and property of the Railroad and the traffic moving on such tracks, or the wires, signals and other property of the Railroad, its tenants or licensees, at or in the vicinity of the Work. The safe operation of Railroad train movements takes precedence over any work to be performed by the Contractor. The Contractor is responsible for train delay cost and lost revenue claims due to any delays or interruption of train operations resulting from Contractor's construction or other activities.

B. Construction activities within 12 feet of the operational tracks will only be allowed if absolutely necessary and the Railroad's Designated Representative grants approval. Construction activities within 12 feet of the operational track(s) preferably allow the tracks to stay operational. In such cases, coordination and approval by the Railroad Track Manager is required with regard to schedule, flagging, and slow orders. See Sections 3.07 and 3.08 for additional information.

C. Provide track protection for all work equipment (including rubber tired equipment) operating within 25 feet from nearest rail. When not in use, keep Contractor machinery and materials at least 50 feet from the Railroad's nearest track.

D. Vehicular crossings of railroad track are allowed only at existing crossings, or haul road crossings developed with Railroad approval.

E. The Contractor is also advised that new railroad facilities within the project may be built by the Railroad. If applicable, these facilities are delineated in the plans. Be aware of the limits of responsibilities and coordinate efforts with the Railroad and TxDOT.

3.02 RAILROAD OPERATIONS

A. Trains and/or equipment are expected on any track, at any time, in either direction. Become familiar with the train schedules in this location and structure bid assuming intermittent track windows in this period, as defined in Paragraph B that follows.

B. All railroad tracks within and adjacent to the Contract Site are active, and rail traffic over these facilities shall be maintained throughout the Project. Activities may include both through moves and switching moves to local customers. Railroad traffic and operations will occur continuously throughout the day and night on these tracks and shall be maintained at all times as defined herein. Coordinate and schedule the work so that construction activities do not interfere with railroad operations.

C. Coordinate work windows with TxDOT and the Railroad's Designated Representative. Types of work windows include Conditional Work Windows and Absolute Work Windows, as defined below:

1. Conditional Work Window: A Conditional Work Window is a period of time that railroad operations have priority over construction activities. When construction activities may occur on and/or adjacent to the railroad tracks within 25 feet of the nearest track, a Railroad flag person will be required. At the direction of the Railroad flag person, upon approach of a train, and when trains are present on the tracks, the tracks must be cleared (i.e., no construction equipment, materials or personnel within 25 feet, or as directed by the Railroad Designated Representative, from the tracks). Conditional Work Windows are available for the Project.

2. Absolute Work Window: An Absolute Work Window is a period of time that construction activities are given priority over railroad operations. During this time frame, the designated railroad track(s) will be inactive for train movements and may be fouled by the Contractor. At the end of an Absolute Work Window, the railroad tracks and/or signals must be completely operational for train operations and all Railroad, Public Utilities Commission (PUC) and FRA requirements, codes and regulations for operational tracks must be satisfied. In the situation where the operating tracks and/or signals have been affected, the Railroad will perform inspections of the work prior to placing that track back into service. Railroad flag persons will be required for construction activities requiring an Absolute Work Window. Absolute Work Windows will not generally be granted. Any request will require a detailed explanation for Railroad review.

3.03 RIGHT OF ENTRY, ADVANCE NOTICE AND WORK STOPPAGES

A. Do not perform any work within Railroad Right-of-Way without a valid executed Right of Entry Agreement if required on this project.

B. Give advance notice to the Railroad as required in the "Contractor's Right of Entry Agreement" before commencing work in connection with construction upon or over Railroad Right-of-Way and observe the Railroad's rules and regulations with respect thereto.

C. Perform all work upon Railroad Right-of-Way in a manner to avoid interference with or endanger the operations of the Railroad. Whenever work may affect the operations or safety of trains, submit the work method to the Railroad Designated Representative for approval. Approval does not relieve the Contractor from liability. Do not commence any work which requires flagging service or inspection service until the flagging protection required by the Railroad is available at the job site. See Section 3.18 for railroad flagging requirements.

D. Make requests in writing for both Absolute and Conditional Work Windows, at least 30 days in advance of any work. Include in the written request:
1. Exactly what the work entails.
2. The days and hours that work will be performed.
3. The exact location of work, and proximity to the tracks.
4. The type of window requested and the amount of time requested.
5. The designated contact person.

Provide a written confirmation notice to the Railroad at least 48 hours before commencing work in connection with approved work windows when work is within 25 feet of nearest rail. Perform all work in accordance with previously approved work plans.

E. Make provisions to protect operations and property of the Railroad should a condition arising from, or in connection with the work, require immediate and unusual action. If in the judgment of the Railroad Designated Representative such provisions are insufficient, the Railroad Designated Representative may require or provide such provisions as deemed necessary. In any event, such provisions shall be at the Contractor's expense and without cost to the Railroad or TxDOT. The Railroad or TxDOT shall have the right to order the Contractor to temporarily cease operations in the event of an emergency or, if in the opinion of the Railroad Designated Representative, the Contractor's operations could endanger railroad operations. In the event of such an order, immediately notify TxDOT of the order.

3.04 INSURANCE

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

3.05 RAILROAD SAFETY ORIENTATION

A. Complete the course "Contractor Orientation", and maintain current registration and obtain course ID card prior to working railroad property. This orientation is available at www.bnsfcontractor.com. This course is required to be completed annually by contractor and subcontractor personnel working on, over, and under railroad right of way. BNSF Railway does not accept on-track safety training certificates from other railroads.

B. Know and follow the "Contractor's Right of Entry Agreement" EXHIBIT D, MINIMUM SAFETY REQUIREMENTS regarding clothing, personal protective equipment, and general safety requirements.

3.06 COOPERATION

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

3.07 MINIMUM CONSTRUCTION CLEARANCES FOR FALSEWORK AND OTHER TEMPORARY STRUCTURES

Abide by the following minimum temporary clearances during the course of construction:
A. 15' - 0" (BNSF), 14' - 0" (KCS), and 12'-0" (UPRR) horizontal from centerline of track
B. 22' - 0" (KCS) and 21' - 6" (UPRR & BNSF) vertically above top of rail.

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

3.08 APPROVAL OF REDUCED CLEARANCES

A. Maintain minimum track clearances during construction as specified in Section 3.07.

B. Submit any proposed infringement on the specified minimum clearances to the Railroad Designated Representative through TxDOT at least 30 days in advance of the work. Do not proceed with such infringement without written approval by the Railroad Designated Representative.

C. Do not commence work involving an approved infringement until receiving written assurance from the Railroad Designated Representative that arrangements have been made for any necessary flagging service.

Texas Department of Transportation | Traffic Operations Division

RAILROAD REQUIREMENTS FOR BRIDGE CONSTRUCTION
CITY OF SAGINAW
BAILEY-BOSWELL ROAD

EXHIBIT A
DOT NO. 675285D
BNSF WICHITA FALLS SUBDIVISON, RR MP 11.25

FILE:	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
© TxDOT October 2014	CONT	SECT	JOB	HIGHWAY
REVISIONS				
	DIST	COUNTY		SHEET NO.
				240

DATE:
FILE: RAILROAD REQUIREMENTS FOR BRIDGE CONSTRUCTION.dgn

3.09 CONSTRUCTION AND AS-BUILT SUBMITTALS

A. Provide TxDOT submittals for construction materials and procedures as outlined below and indicated in TxDOT Standard Specifications. A summary of most TxDOT submittal requirements can be found at: www.dot.state.tx.us/publications/bridge/items reviewed.pdf

B. The tables below provide the Railroad's minimum submittal requirements for the construction items noted. Submittal requirements are in addition to those specified elsewhere in these bid documents. The review times indicated below represent the total time, including the Railroad's required four (4) weeks.

C. TxDOT will forward relevant submittals to the Railroad Manager of Industry and Public Projects unless otherwise directed by the Railroad. TxDOT and the Engineer of Record will review and include comments prior to forwarding to the Railroad. Submit items in Table 1 for both railroad overpass and underpass projects, as applicable. Submit items in Table 2 for railroad underpass projects only.

TABLE 1 - RAILROAD SUBMITTAL REQUIREMENTS FOR OVERPASS & UNDERPASS PROJECTS

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

TABLE 2 - RAILROAD SUBMITTAL REQUIREMENTS FOR UNDERPASS PROJECTS

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

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

Overpass Projects

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

Underpass Projects

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

3.10 APPROVAL OF DETAILS

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

3.11 MAINTENANCE OF RAILROAD FACILITIES

A. Maintain all ditches and drainage structures free of silt or other obstructions resulting from Contractor's operations. Repair eroded areas and any other damage within Railroad Right-of-Way and repair any other damage to the property of the Railroad, or its tenants.

B. Perform all such maintenance and repair of damages due to the Contractor's operations at Contractor's expense.

C. Submit a proposed method of erosion control for review by the Railroad prior to beginning any grading on the Project Site. Comply with all applicable local, state and federal regulations when developing and implementing such erosion control.

3.12 SITE INSPECTIONS BY RAILROAD's DESIGNATED REPRESENTATIVE

A. In addition to the office reviews of construction submittals, site inspections may be performed by the Railroad Designated Representative at significant points during construction, including the following if applicable:
1. Pre-construction meetings.
2. Pile driving/drilling of caissons or drilled shafts.
3. Reinforcement and concrete placement for railroad bridge substructure and/or superstructure.
4. Erection of precast concrete or steel bridge superstructure.
5. Placement of waterproofing (prior to placing ballast on bridge deck).
6. Completion of the bridge structure.

B. Site inspection is not limited to the milestone events listed above. Site visits to check progress of the work may be performed at any time throughout the construction as deemed necessary by the Railroad.

C. Provide a detailed construction schedule, including the proposed temporary horizontal and vertical clearances and construction sequence for all work to TxDOT for submittal to the Railroad Designated Representative for review prior to commencement of work. Include the anticipated dates when the above listed events will occur. Update this schedule for the above listed events as necessary and each month at a minimum to allow the Railroad to schedule site inspections.

3.13 RAILROAD REPRESENTATIVES

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

A. When any part of any equipment is standing or being operated within 25 feet, measured horizontally, from nearest rail of any track on which trains may operate, or when any object is off the ground and any dimension thereof could extend inside the 25 foot limit, or when any erection or construction activities are in progress within such limits, regardless of elevation above or below track.

B. For any excavation below elevation of track subgrade if, in the opinion of the Railroad Designated Representative, track or other Railroad facilities may be subject to settlement or movement.

C. During any clearing, grubbing, excavation or grading in proximity to Railroad facilities, which, in the opinion of the Railroad Designated Representative, may endanger Railroad facilities or operations.

D. During any contractor's operations when, in the opinion of the Railroad Designated Representative, Railroad facilities, including, but not limited to, tracks, buildings, signals, wire lines, or pipe lines, may be endangered.

E. Arrange with the Railroad Designated Representative to provide the adequate number of flag persons to accomplish the work.

3.14 WALKWAYS REQUIRED

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

3.15 COMMUNICATIONS AND SIGNAL LINES

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

3.16 TRAFFIC CONTROL

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

3.17 CONSTRUCTION EXCAVATIONS AND BORING ACTIVITIES UNDER TRACK

A. Take special precaution and care in connection with excavating and shoring. Excavations for construction of footings, piers, columns, walls or other facilities that require shoring shall comply with requirements of TxDOT, OSHA, AREMA and Railroad "Guidelines for Temporary Shoring".

B. The project plans indicate whether there are fiber optic lines or other such telecommunications systems that require consideration. Regardless, contact the necessary call center to determine if such cable systems are present:

UPRR 1-800-336-9193
7:00 AM to 9:00 PM CST Monday-Friday except holidays,
staffed 24 hrs/day for emergencies
48 hrs notice required

BNSF 1-800-533-2891
24 hour number
5 working days notice required

KCS 1-800-344-8377
Texas One Call, a 24 hour number
48 hrs notice required, excluding weekends and holidays

If a telecommunications system is buried anywhere on or near Railroad property, coordinate with TxDOT, the Railroad and the Telecommunication Company(ies) to arrange for relocation or protective measures prior to beginning work on or near Railroad property. Refer to the project General Notes for additional information.

C. Projects involving a boring or jack and bore operation under track such as drainage pipes or culverts and utilities require an installation plan reviewed and approved by the Railroad and TxDOT prior to proceeding with such construction. A railroad inspector and contractor-assisted monitoring of ground and track movement is required to maintain safe passage of rail traffic. Stop installation and do not allow passage of trains if movements in excess of 1/4" vertical or horizontal is detected in the tracks. Immediately repair the damage to the satisfaction of TxDOT and the Railroad before proceeding.

3.18 RAILROAD FLAGGING

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

3.19 CLEANING OF RIGHT-OF-WAY

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

Texas Department of Transportation

Traffic Operations Division

RAILROAD REQUIREMENTS FOR BRIDGE CONSTRUCTION
CITY OF SAGINAW
BAILEY-BOSWELL ROAD

EXHIBIT A
DOT NO. 675285D
BNSF WICHITA FALLS SUBDIVISON, RR MP 11.25

FILE:	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT October 2014	CONT	SECT	JOB	HIGHWAY
REVISIONS				
	DIST	COUNTY		SHEET NO.
				241

DATE:
FILE: RAILROAD REQUIREMENTS FOR BRIDGE CONSTRUCTION.dgn

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:

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

DOT #: 281683
Crossing Type: HIGHWAY OVERPASS
RR Company Owning Track at Crossing: BNSF
Operating RR Company at Track: BNSF
RR MP: 11.25
RR Subdivision: WICHITA FALLS
City: SAGINAW
County: TARRANT
CSJ at this Crossing: 0013-10-082
Highway/Roadway name crossing the railroad: BUSINESS US 287
of regularly scheduled trains per day at this crossing: 20
of switching movements per day at this crossing: N/A
% of estimated contract cost of work within railroad ROW: 5%

Scope of Work at this Crossing to Be Performed by State Contractor:
BRIDGE, ROADWAY CURB AND MEDIAN WORK.

Scope of Work at this Crossing to Be Performed by Railroad Company:
FLAGGING.

** Choose: Highway Overpass, Highway Underpass, At Grade, Pedestrian, or Closed/Abandoned

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

N/A

III. FLAGGING

of Days of Railroad Flagging Expected: 45

On this project, night or weekend flagging is:

☒ Expected
☐ Not Expected

Flagging services will be provided by:

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

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

Contact Information for Flagging:

IV. CONSTRUCTION WORK TO BE PERFORMED BY THE RAILROAD

On this project, construction work to be performed by a railroad company is:

☐ Required
☒ Not Required

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

V. RAILROAD INSURANCE REQUIREMENTS

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

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

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

Type of Insurance	Amount of Coverage (Minimum)
Workers Compensation	$500,000 / $500,000 / $500,000
Commercial General Liability	$2,000,000 / $4,000,000
Business Automobile	$2,000,000 combined single limit
Railroad Protective Liability	$5,000,000 / $10,000,000

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

On this project, an ROE agreement is:

☐ Not Required
☐ Required: TxDOT to assist in obtaining (see Item 5, Article 8.3)

With the following railroad companies:

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

With the following railroad companies: BNSF

To view previously approved ROE agreement templates agreed upon between the State and railroad company, see:

http://www.txdot.gov/inside-txdot/division/traffic/samples.html

Approved ROE agreement templates are not to be modified by the Contractor.

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

VII. RAILROAD COORDINATION MEETING

On this project, a Railroad Coordination Meeting is:

☐ Not Required
☒ Required

See Item 5, Article 8.1 for more details.

VIII. SUBCONTRACTORS

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

IX. EMERGENCY NOTIFICATION

In Case of Railroad Emergency
Call BNSF Railroad Emergency Line
at 1-800-832-5452
Location: DOT # 281683
RR Milepost 11.25 WICHITA FALLS Subdivision

Texas Department of Transportation | Traffic Operations Division

RAILROAD SCOPE OF WORK

PROJECT SPECIFIC DETAILS
BNSF

FILE: RR Scope of Work.dgn	DN: TxDOT	CK:	DW:	CK:	
© TxDOT June 2014	CONT	SECT	JOB	HIGHWAY	
REVISIONS					
10/2015	DIST	COUNTY		SHEET NO.	

BEING a tract of land situated in the Benjamin Thomas Survey, Abstract No. 1497, and the Josiah Walker Survey, Abstract No. 1601, City of Saginaw, Tarrant County, Texas and being part of BNSF Railway, same being a tract of land described in deed to Fort Worth and Denver Railroad recorded in Volume 3299, Page 285, Deed Records of Tarrant County, Texas and being more particularly described as follows:

BEGINNING at the intersection of the northeast right-of-way line of said BNSF Railway (a 100-foot wide right-of-way) and the north right-of-way line of E. Bailey Boswell Road (formerly County Road No. 4040, a variable width right-of-way) at the southwest corner of a tract of land described in Special Warranty Deed to CFI Farm Properties, LLC, recorded in Instrument No. D209083859, Official Public Records of Tarrant County, Texas, from which, a 1/2" iron rod found bears North 65°51' East, a distance of 0.4 feet and a 1/2" iron rod found bears North 89°49'11" East, a distance of 1320.76 feet;

THENCE with said northeast right-of-way line, South 36°59'17" East, at a distance of 70.49 feet, passing the intersections of said northeast line and the south right-of-way line of said E. Bailey Boswell Road and being the northwest corner of Lot 1, Block A, Trinity Industries Addition, an addition to the City of Saginaw, Texas according to the plat recorded in Volume 388-213, Page 100, Plat Records of Tarrant County, Texas, continuing with said east line, in all a total distance of 126.80 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the intersection of said northeast right-of-way line and the proposed south right-of-way line of E. Bailey Boswell Road;

THENCE departing said northeast right-of-way line and with said proposed south right-of-way line, the following courses and distances to wit:

South 89°49'11" West, a distance of 101.61 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 89°34'27" West, a distance of 23.21 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the intersection of said proposed south right-of-way line and the northeast right-of-way line of the Union Pacific Railroad (a 100-foot wide right-of-way), same being a tract of land described in deed to Chicago Rock Island and Texas Railway Company, recorded in Volume 92, Page 288, Volume 93, Page 166, Volume 94, Page 176, all Deed Records of Tarrant County, Texas;

THENCE departing said proposed south right-of-way line and with the northeast right-of-way line of said Union Pacific Railroad, North 36°59'17" West, a distance of 163.72 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the intersection of said northeast right-of-way line and the proposed north right-of-way line of said E. Bailey Boswell Road;

THENCE departing said northeast line and with said proposed north right-of-way line of said E. Bailey Boswell Road, North 89°34'27" East, a distance of 124.50 feet to a 5/8" iron rod with plastic cap stamped "KHA" set in the northeast right-of-way line of said BNSF Railway;

THENCE with said northeast right-of-way line, South 36°59'17" East, a distance of 37.46 feet to the **POINT OF BEGINNING** and containing 16,394 square feet or 0.376 acres of land.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

EXHIBIT "A-1" for Easement Agreement

LICENSE AREA 1
BENJAMIN THOMAS SURVEY
ABSTRACT NO. 1497
JOSIAH WALKER SURVEY
ABSTRACT NO. 1601
CITY OF SAGINAW
TARRANT COUNTY, TEXAS



DANA BROWN
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5336
12750 MERIT DRIVE, SUITE 1000
DALLAS, TEXAS 75251
PH. 972-770-1300
dana.brown@kimley-horn.com

Kimley»Horn
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
FIRM # 10115500
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	DAB	Dec. 2014	069427000	1 OF 2

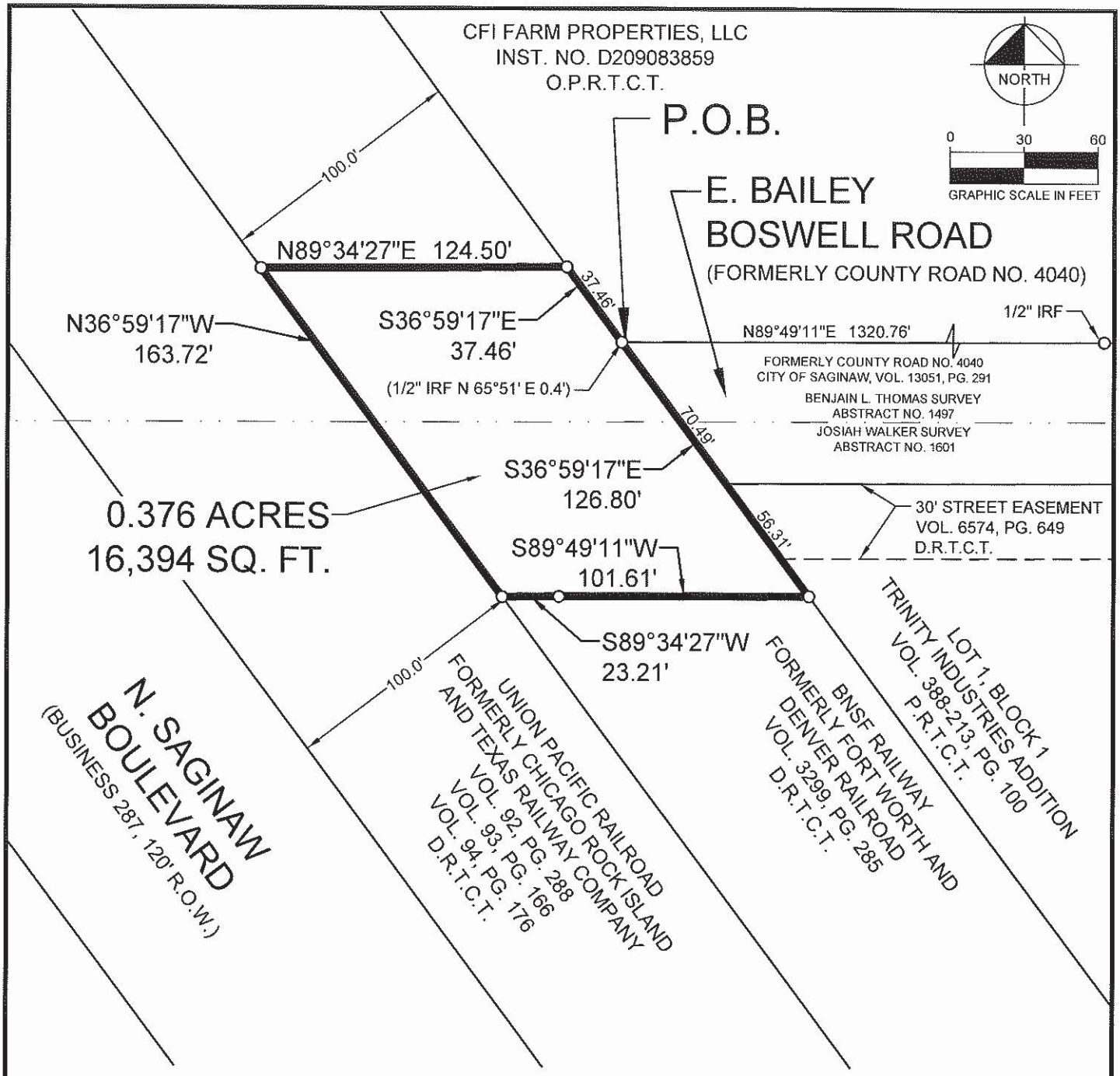


EXHIBIT "A-1" for Easement Agreement

LICENSE AREA 1
BENJAMIN THOMAS SURVEY
ABSTRACT NO. 1497
JOSIAH WALKER SURVEY
ABSTRACT NO. 1601
CITY OF SAGINAW
TARRANT COUNTY, TEXAS

LEGEND
AD = Aluminum disk found
O.P.R.T.C.T. = Official Public Records, Tarrant Co. Texas
D.R.T.C.T. = Deed Records, Tarrant Co. Texas
○ = 5/8" iron rod with "KHA" cap set unless otherwise noted.

NOTES
Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983(2011). The coordinates shown are local surface coordinates.

Kimley»Horn
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
FIRM # 10115500
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	SRD	DAB	Jan. 2015	069427000	2 OF 2

DUNN, STACY 1/6/2015 9:01 AM K:\DAL_SURVEY\069427000-BAILEY BOSWELL DESIGN SURVEY\DWG\069427000-BAILEY BOSWELL LICENSE 1.DWG

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 new overpass structure for Bailey Boswell Road, new DOT No. 675285D, located at railroad milepost 11.25 on Railway's Red River (West) Division, Wichita Falls Subdivision, Line Segment 485 in Saginaw, in Tarrant County**.

- **1.01.02** The Contractor must execute and deliver to the Railway duplicate copies of the Exhibit "C-1" Agreement, in the form attached hereto, obligating the Contractor to provide and maintain in full force and effect the insurance called for under Section 3 of said Exhibit "C-1". Questions regarding procurement of the Railroad Protective Liability Insurance should be directed to Rosa Martinez at Marsh, USA, 214-303-8519.

- **1.01.03** The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.

- **1.01.04** The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations. Railway will have the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by Railway; (ii) Contractor (or any of its subcontractors), in Railway's opinion, prosecutes the Project work in a manner which is hazardous to Railway property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Contractor fails to pay Railway for the Temporary Construction License or the Easement. The work stoppage will continue until all necessary actions are taken by Contractor or its subcontractor to rectify the situation to the satisfaction of Railway's Division Engineer or until additional insurance has been delivered to and accepted by Railway. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, Railway may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of Railway. Railway's right to

stop the work is in addition to any other rights Railway may have including, but not limited to, actions or suits for damages or lost profits. In the event that Railway desires to stop construction work on the Project, Railway agrees to immediately notify the following individual in writing:

Dolph Johnson
City of Saginaw
333 W. McLeroy Blvd
Saginaw, Texas 76179
Email: djohnson@saginawtx.org

- **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 **Dolph Johnson (City of Saginaw) at 817-232-4640** and Railway's Manager Public Projects, telephone number **817-352-2902** at least thirty (30) calendar days before commencing any work on Railway Property. Contractor's notification to Railway must refer to Railway's file **675285D**.

- **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.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.**

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 INTENTIONALLY LEFT BLANK.** No blasting operations are planned for the Project.

- **1.03.03** 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

- **1.03.04** Upon completion of construction, the following clearances shall be maintained:
    - 25’ Horizontally from centerline of nearest track
    - 23’ 6” Vertically above top of rail

- **1.03.05** Any infringement within State statutory clearances due to the Contractor's operations must be submitted to the Railway and to **City of Saginaw** and must not be undertaken until approved in writing by the Railway, and until **City of Saginaw** 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 **City of Saginaw** 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.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.

- **1.04.02** 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 **www.eVerifile.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 Sean De Baun at Mobile # 817-846-5098 or email Sean.DeBaun@bnsf.com** a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Roadmaster can make appropriate arrangements (i.e., bulletin the flagger's position). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Roadmaster five (5) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.
  - **FOR THIS PROJECT, RAILROAD FLAGGING SERVICES WILL BE PROVIDED BY RAILPROS (NOT A BNSF EMPLOYEE). The Contractor must contact Railpros directly at Office # 877-315-0513 or e-mail:**

BNSFinfo@railprosfs.com to enter into a reimbursement agreement for flagging services and to request and schedule a railroad flagger. The Railpros flagger(s), the Contractor, and the BNSF Roadmaster must participate in a job safety briefing PRIOR TO the start of any work on/over/under Railway's right of way. The Railway reserves the right to utilize its employees to provide railroad flagging services when those resources become available. In this event, the Railpros flagger and the Contractor will be notified by the Railway.

- **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 **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 **23** freight trains per 24-hour period at a timetable speed **60** MPH and **0** passenger trains at a timetable speed of **N/A** 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.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.)**

- **1.06.09 THE CONTRACTOR MUST NOT PILE OR STORE ANY MATERIALS, MACHINERY OR EQUIPMENT CLOSER THAN 25'-0" TO THE CENTER LINE OF THE NEAREST RAILWAY TRACK. MATERIALS, MACHINERY OR EQUIPMENT MUST NOT BE STORED OR LEFT WITHIN 250 FEET OF ANY HIGHWAY/RAIL AT-GRADE CROSSINGS OR TEMPORARY CONSTRUCTION CROSSING, WHERE STORAGE OF THE SAME WILL OBSTRUCT THE VIEW OF A TRAIN**

APPROACHING THE CROSSING. PRIOR TO BEGINNING WORK, THE CONTRACTOR MUST ESTABLISH A STORAGE AREA WITH CONCURRENCE OF THE 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 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

1.07 Excavation:

- **1.07.01** Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within the Project work area. The Contractor must determine whether excavation on Railway's Property could cause damage to buried cables resulting in delay to Railway traffic and disruption of service to users. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits. Before commencing excavation, the Contractor must contact **BNSF's Roadmaster (Sean De Baun) at 817-846-5098 and BNSF's Signal Supervisor (Marco Delgado) at 817-320-4377.** All underground and overhead wires will be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. **It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.**

- **1.07.02** The Contractor must cease all work and notify the Railway immediately before continuing excavation in the area if obstructions are encountered which do not

appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work must be performed until the exact location has been determined. There will be no exceptions to these instructions.

- **1.07.03** All excavations must be conducted in compliance with applicable OSHA regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.

- **1.07.04** Any excavations, holes or trenches on the Railway's Property must be covered, guarded and**/**or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that Railway employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.

1.08 Hazardous Waste, Substances and Material Reporting:

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

1.09 Personal Injury Reporting

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

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

(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.e., emp of another railroad, or, non-BNSF emp involved in vehicle accident, including company vehicles)
- ☐ Contractor/safety sensitive (F)
- ☐ 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**
AND COPY TO: ROADMASTER **Sean.DeBaun@BNSF.com** & MANAGER PUBLIC PROJECTS **Tim.Huya@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

BNSF RAILWAY

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

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

1. Accident City/St: _____ 2. Date: _____ Time: _____

County: _____ 3. Temperature: _____ 4. Weather: _____
(if non BNSF location)

Mile Post / Line Segment: _____

5. Driver's License No (and state) or other ID: _____ **SSN (required)**: _____

6. Name (last, first, mi): _____

7. Address: _____ City: _____ St: _____ Zip: _____

8. Date of Birth: _____ and/or Age: _____ Gender: _____
(if available)

Phone Number: _____ Employer: _____

9. Injury: _____ 10. Body Part: _____
(i.e., Laceration, etc.) (i.e., Hand, etc.)

11. Description of Accident (To include location, action, result, etc.): _____

_____

_____

_____

12. Treatment:

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

13. Dr. Name: _____ Date: _____

14. Dr. Address:

Street: _____ City: _____ St: _____ Zip: _____

15. Hospital Name: _____

16. Hospital Address:

Street: _____ City: _____ St: _____ Zip: _____

17. Diagnosis: _____

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

EXHIBIT "C-1"

Agreement Between
BNSF RAILWAY COMPANY
and the
CONTRACTOR

Railway File: **675285D**

Agency Project: **Bailey Boswell Road new overpass over BNSF Railway**

_____ (hereinafter called "Contractor"), has entered into an agreement (hereinafter called "Agreement") with **City of Saginaw** for the performance of certain work in connection with the following project: **construction of new overpass structure for Bailey Boswell Road, new DOT No. 675285D, located at railroad milepost 11.25 on Railway's Red River (West) Division, Wichita Falls Subdivision, Line Segment 485 in Saginaw, in Tarrant County**. Performance of such work will necessarily require Contractor to enter **BNSF RAILWAY COMPANY** (hereinafter called "Railway") right of way and property (hereinafter called "Railway Property"). The Agreement provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for **City of Saginaw** (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-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 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 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
Toll Free: 877-576-2378
Email: BNSF@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 **Roadmaster Sean De Baun at Mobile # 817-846-5098 and email Sean.DeBaun@bnsf.com** four (4) weeks advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the project.

Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor's expenses for the project.

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

By: _____

Printed Name: _____

Title: _____

Address: _____

City: _____

State: _____ Zip: _____

Office #: _____

Fax #: _____

On-site Project
Contact Person: _____

E-mail: _____

Phone #: _____

BNSF Railway Company

By: _____

Name: _____
Manager Public Projects

Accepted and effective this _____ day

of _____, 20__.

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

EXHIBIT D
- Railroad Estimate for Project Inspection at Bailey Boswell Rd overpass - DOT No. 675285D
Revised on 10/03/2019

BNSF RAILWAY COMPANY
FHPM ESTIMATE FOR
CITY OF SAGINAW TX

LOCATION CP 11 | DETAILS OF ESTIMATE | PLAN ITEM : 234593000 | VERSION : 1

PURPOSE, JUSTIFICATION AND DESCRIPTION

PIP RDW DIV WICHITA FALLS SUB DOT 675285D- 100% BILLABLE TO CITY OF SAGINAW TX

BNSF TO PROVIDE 250 DAYS OF CONTRACT CM PROJECT INSPECTION DURING THE CONSTRUCTION OF THE NEW OVERPASS STRUCTURE FOR BAILEY BOSWELL ROAD, NEW DOT NO. 675285D IN SAGINAW, TX.
CITY OF SAGINAW, TEXAS IS FUNDING 100% OF PROJECT COST.

DESCRIPTION	QUANTITY	U/M	COST	TOTAL $
**********				
LABOR				
**********				
TOTAL LABOR COST			0	0
**********				
MATERIAL				
**********				
TOTAL MATERIAL COST			0	0
**********				
OTHER				
**********				
INSPECTOR COORDINATOR	250.0	DAY	300,000	
TOTAL OTHER ITEMS COST			300,000	300,000
PROJECT SUBTOTAL				300,000
CONTINGENCIES				30,000
BILL PREPARATION FEE				3,300
GROSS PROJECT COST				333,300
LESS COST PAID BY BNSF				0
TOTAL BILLABLE COST				333,300

TIMOTHY J. HUYA
Manager Public Projects
(States of OK and TX)

BNSF Railway Company

5800 North Main Street
Saginaw, Texas 76179

817-352-2902
817-352-2912 Fax

Tim.Huya@BNSF.com

Exhibit E

_____, 2019

Dolph Johnson
Assistant City Manager
City of Saginaw
333 W. McLeroy Blvd
Saginaw, TX 76179

Re: Final Approval of Plans and Specifications dated _____, drafted by KIMLEY HORN **(hereinafter called, the "Plans and Specifications")**

Dear Dolph Johnson:

This letter serves as BNSF RAILWAY COMPANY's ("BNSF") final written approval of the Plans and Specifications covering the construction of the Bailey Boswell Road overpass. This final written approval is given to the City of Saginaw ("Agency") pursuant to Article III, Section 1 of that certain Overpass Agreement between BNSF and Agency, dated November 13, 2019, which this Exhibit E is attached to and made a part thereof.

If the Plans and Specifications are revised by Agency subsequent to the date set forth above, this letter shall no longer serve as final written approval of the Plans and Specifications and Agency must resubmit said Plans and Specifications to BNSF for final written approval.

It is understood that the approvals contained in this letter do not cover, the approvals of plans and specifications for any falsework, shoring, and demolition that may be subsequently submitted to BNSF by CITY or its contractor for approval.

BNSF has not reviewed the design details or calculations for structural integrity or engineering accuracy. BNSF accepts no responsibility for errors or omissions in the design of the project.

Regards,

Timothy J. Huya
Manager Public Projects

Exhibit F

Grade Separations

(FOR USE IN ANY C&M AGREEMENT FOR CONSTRUCTION OF AN OVERPASS OR AN UNDERPSS INITIATED BY A PUBLIC AGENCY)

BNSF PROCESS REQUIREMENTS FOR DESIGN & CONSTRUCTION OF GRADE SEPARATION PROJECTS BY A PUBLIC AGENCY ON BNSF RIGHT OF WAY, WHICH IMPACT BNSF PROPERTY OR OPERATIONS

1.01 General:

1.01.01 The Contractor must cooperate with **BNSF RAILWAY COMPANY**, hereinafter referred to as "**Railway**" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the construction of the new overpass for BAILEY BOSWELL ROAD, new DOT No. 675285D, at Railroad Milepost 11.25.

1.01.02 Definitions:

- **Operationally Critical, (OC)**: defined as Work that requires a submittal and acceptance by BNSF, which impacts, or could impact BNSF operations, on BNSF right-of-way or adjacent to it.
- **Acceptance:** BNSF's response to plan submittals indicating a notice to proceed with work in the field; **Disclaimer for Acceptance: *BNSF has reviewed these submittals and no exceptions are taken with regard to BNSF's ability to use or accommodate the project as intended. BNSF has not reviewed the design details or calculations for structural integrity or engineering accuracy. BNSF accepts no responsibility for errors or omissions in the design or execution of the project.**
- **Inspector/Coordinator, (I/C):** A third party consultant which BNSF hires to assist in the coordination of the project on BNSF's behalf. When referenced, "I/C" refers to the I/C team consisting of I/C-I, I/C-II, and the Resident Engineer (RE). The I/C team's role is to ensure the project is constructed per accepted* plans and specifications for that portion of the project on BNSF right of way, as it affects BNSF. The I/C will monitor construction activities to ensure that improvements used by BNSF meet all requirements of BNSF, and accommodate railroad operations.

1.01.03 The following submittals and actions are required by BNSF prior to Operationally Critical, (OC) Work being performed on BNSF property or above tracks being operated by BNSF Railway:

2.01 Submittals and Actions Required During the Project Design Phase:

2.01.01 The Agency shall be the main contact for BNSF throughout the project. Agency shall be included on all correspondence relating to BNSF.

2.01.02 Required Design Submittals: (Allow for 4 weeks for BNSF to review design submittals)
Agency shall refer to the requirements of the UP/BNSF Guidelines on Grade Separation Projects when designing a grade separation which will impact BNSF Railway. Agency will be required to submit plans for BNSF review and comment. Plans shall not be labeled "final" until all comments have been addressed and BNSF has accepted* the plans.

Examples of required design submittals may be, but are not limited to:

Concept, vertical profile of Top of Rail, 30% plans and final plans

The following submittals will require a Professional Engineer, (PE) stamp:

Overpass design

Underpass design

Hydraulic study

Any non-standard design of a structure which will carry train loading

Work covered by a submittal shall not be performed in field without receiving Acceptance from BNSF.

Work windows will not exceed 6 hours, so project should be designed accordingly.

The following Disclaimer applies to BNSF acceptance of Agency design plans:

**BNSF has reviewed these submittals and no exceptions are taken with regard to BNSF's ability to use or accommodate the project as intended. BNSF has not reviewed the design details or calculations for structural integrity or engineering accuracy. BNSF accepts no responsibility for errors or omissions in the design or execution of the project.*\

3.01 Submittals and Actions Required During the Construction Phase:

3.01.01 The Agency shall be the main contact for BNSF throughout the project. Agency shall be included on all correspondence relating to BNSF. **BNSF will NOT accept submittals directly from the Agency's Contractor.**

3.01.02 BNSF will hire a consultant team to perform the duties of an Inspector/Coordinator, (I/C) on behalf of BNSF for the duration of the field construction of the project. The cost of the I/C will be reimbursable to BNSF by the Agency or their Contractor.

BNSF requires the I/C team be involved in the project throughout the construction phase to represent BNSF. **The I/C has authority to remove a contractor's employee from BNSF property if that employee fails to comply with the BNSF safety policy, does not have proper PPE or otherwise ignores instructions regarding work on BNSF right-of-way. The I/C has authority to shut down work on BNSF right-of-way if the contractor works in a manner that is in violation of BNSF's safety policy or FRA regulations.**

Anytime instructions to the contractor by BNSF or the I/C are not complied with, the project may be shut down. All equipment and personnel will be removed from BNSF property until issues causing the shutdown are resolved to BNSF's satisfaction.

3.01.03 Agency must hold a pre-construction meeting with contractor and BNSF prior to work beginning on BNSF property.

The Pre-Construction meeting shall not be held until 30 days after I/C has been selected – this allows time for the I/C to become familiar with the project.

Recommend scheduling two weeks prior to construction commencing to allow for adjustment to work plans, if needed.

3.01.04 Required Construction Submittals: : (Allow for 4 weeks for BNSF to review submittals)

All submittals should flow from the Contractor to the Agency, to the I/C Consultant, to the BNSF Project Engineer, (PE), and to BNSF Structures with responses back through the same communication chain. **BNSF will not accept submittals directly from the Contractor**.

Any changes to the work governed by a submittal requires that the submittal be re-accepted* by BNSF before the work commences.

Examples of construction submittals required include but are not limited to:

Contractors Safety Action Plan, Fire Prevention Plan, Proposed Project Schedule, Demolition, Shoring, Falsework and Lifting of Materials.

The following submittals will require a Professional Engineer, (PE) stamp:

Critical Pick Plan (75% of capacity of crane, or multi-crane pick)

Lifted Material Plan (Placement or Removal) – When lift is within temporary construction clearances and when list is within 25' of the centerline of the nearest track

Demolition Plan Temporary

Shoring Plan

Bracing Design Plan (non-standard only per DOT)

For overpasses, Agency shall submit as-built plans of the structure, including final clearance dimensions to the I/C. Vertical clearance must be measured from the Top of Rail, horizontal clearance must be measured from the nearest track centerline.

OPERATIONALLY CRITICAL WORK AND SUBMITTALS: (4 to 6 weeks review timeline) <u>All OC work requires a submittal and acceptance* by BNSF.</u>

- Operationally Critical (OC) submittals are those that have the potential to affect the safe operation of trains and will need to be reviewed carefully. Work must be monitored to ensure it conforms to the submitted/accepted* plan.
- In-person safety review meetings will be required with BNSF representative, I/C, Contractor and Agency representative for all OC work and must be documented. The purpose of the meeting is to ensure all parties understand BNSF requirements and are following the applicable submittals. When a track work window is required the meeting shall occur at least 48 hours in advance of work starting.
- **Submittals must meet the requirements of the UP Railroad - BNSF Railway Guidelines for Railroad Grade Separation Projects**. **Submittals must also follow the requirements outlined in BNSF Review Comment Sheets, Use of Cranes & Lifting of Materials Submittal Schedule, BNSF Guidelines for Preparation of Bridge Demolition & Removal Plan and the BNSF-UPRR Guidelines for Temporary Shoring.** <u>Some submittals are required to be sealed by a licensed professional engineer.</u>

a. See Table 3-1 for Overhead Structures in UP Railroad - BNSF Railway Guidelines for Railroad Grade Separation Projects

b. See Table 3-2 for Underpass Structures UP Railroad - BNSF Railway Guidelines for Railroad Grade Separation Projects

c. Examples of OC submittals included in the above are:

    i. Shoring (Follow BNSF-UPRR Guidelines for Temporary Shoring)

    ii. Falsework

iii. Demolition (Need plans for substructure and superstructure. Follow BNSF Guidelines for Preparation of Bridge Demolition & Removal Plan)

iv. Erection (overhead and underpass structures)

v. Construction Phasing Plans

d. Additional OC submittals required, but not included in the Guidelines are:
   i. All work plans that remove tracks from service (track outage windows require a detailed Gantt chart when greater than 2 hours)
   ii. Contingency plans
   iii. Additional OC submittals may be required on a project by project basis.

For underpasses and other railroad bridges, as required in Sections 4.11 and 4.12 of the UP Railroad - BNSF Railway Guidelines for Railroad Grade Separation Projects, a RE will be on site full-time during construction, at the cost of the project. At the discretion of the RE, as accepted by BNSF, an I/C-I or I/C-II maybe assigned for field duties where the work is not critical to ensuring the bridge is built to accepted project plans and specification.

- BNSF requires temporary and new track and railroad bridges be inspected by an FRA qualified BNSF employee prior to being placed into service. Two week advanced notice to BNSF structures department is required. For underpasses, all pile driving records are to be provided within 3-days of driving to the BNSF PE.

- Agency shall submit an as-built survey of shoo-fly final alignments. Alignments must conform to BNSF Shoo-fly procedures.

3.01.05 Prior to any work commencing on BNSF right of way:

Contractors C/C-1 or Right of Entry must be fully executed and their insurance must be approved before they can perform work on BNSF property.

Proof of Contractors insurance approval must be produced to the BNSF PE and the I/C.

3.01.06 Contractor must adhere to all other BNSF policies and procedures not specifically mentioned in this agreement.

Master Agreement Cover Page

MA Cover Page Summary

Instructions:	Pursuant to BNSF's "Rules Governing Authority for Contracts, Deeds and Payments," complete the form and send with the original contract to:BNSF Corporate Support, 2500 Lou Menk Dr., Fort Worth, TX 76131
Prefix:	BF - BNSF RAILWAY COMPANY
Master Agreement ID:	BF10010170
Document Type:	Contract
Document Number:	0
Master Agreement Description:	GCCM Agreement for road widening project. City's contractor to sign Exhibit C and C-1 right of entry agreement. New active warning devices and concrete crossing surface at E. Bailey Boswell Road (DOT No. 274645R), LS 485 MP 11.24.
Contract Document Description:	GCCM Agreement for road widening project. City's contractor to sign Exhibit C and C-1 right of entry agreement. New active warning devices and concrete crossing surface at E. Bailey Boswell Road (DOT No. 274645R), LS 485 MP 11.24.
Organizational Unit:	PUBLIC PROJECTS - GOVT CROSSING & SIGNAL
Product Category:	
External Category:	PP- Signal
Confidential?:	No
BNSF Bill Third Party?:	Yes
Master Agreement Owner:	Timothy Huya
Document Created By:	Timothy Huya

Filed on 9/20/17

GRADE CROSSING CONSTRUCTION AND MAINTENANCE AGREEMENT

FORM: PP 118

BNSF File No.: 274645R
Bailey Boswell Road
U.S. DOT No. 274645R
Railroad Line Segment 485
Railroad Milepost 11.24
Wichita Falls Subdivision
BNSF Contract No. BF10010170

This Agreement **("Agreement")**, is executed to be effective as of this 11th day of September, 2017 **("Effective Date")**, by and between BNSF RAILWAY COMPANY, a Delaware corporation **("BNSF"),** and the CITY OF SAGINAW, TEXAS, a political subdivision of the State of Texas **("Agency").**

RECITALS:

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

WHEREAS, in the interest of aiding vehicular travel and public safety, the Agency is undertaking a project to improve the existing Bailey Boswell Road at-grade crossing, located at BNSF Line Segment 485 and Milepost 11.24, and designated by D.O.T. No. 274645R, by reconstructing and widening the roadway and installing railroad crossing signals and activation equipment within the existing and new roadway easement across the BNSF right-of-way as indicated on the Exhibit A, attached hereto and incorporated herein; and

WHEREAS, the Agency desires to preempt the highway traffic control signals with the grade crossing warning devices shown on Exhibit A; and

WHEREAS, "BNSF" agrees to allow the Agency to preempt the highway traffic control signals with the grade crossing warning devices indicated on Exhibit A.

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

WHEREAS, the Agency also desires BNSF to install new crossing surfaces at Bailey Boswell Road with a new concrete and rubber crossing surface;

WHEREAS, the Agency is paying for the acquisition and installation of crossing signal equipment and the new crossing surface at Bailey Boswell Road;

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

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

ARTICLE I - SCOPE OF WORK

1. The term **"Project"** as used herein includes any and all work related to the reconstruction and widening of the Bailey Boswell Road by Agency and installation of crossing signals/activation equipment and new crossing surfaces at U.S. D.O.T No. 020542N, (hereinafter referred to as the **"Crossing"**) by BNSF, more particularly described on the Exhibits A, A-1, and A-2, 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 - BNSF 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 and No/100 Dollars ($2,000), together with the Temporary Construction License Fee in the sum of three thousand seven hundred fifty and No/100 Dollars ($3,750.00) for the area totaling 8,706 square feet, 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 and widen 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;

(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) twelve (12) months following the Effective Date. The Temporary Construction License and related rights given by BNSF to Agency in this provision are without warranty of title of any kind, express or implied, and no covenant of warranty of title will be implied from the use of any word or words herein contained. The Temporary Construction License is for construction of the Crossing only and shall not be used by Agency for any other purpose. Agency acknowledges and agrees that Agency shall not have the right, under the Temporary Construction License, to use the 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 forty-nine thousand five hundred and No/100 Dollars ($49,500.00) for the area totaling 23,655 square feet, such payment to be made within thirty (30) days of issuing the Notice to Proceed pursuant to Article III, Section 16 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.

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

(a) Procurement of materials, equipment and supplies necessary for the railroad work;

(b) Preliminary engineering, design, and contract preparation;

(c) Furnishing of flagging services during construction of the Project as required and set forth in further detail on Exhibit C, attached to this Agreement and made a part hereof;

(d) Furnishing engineering and inspection as required in connection with the construction of the Project;

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

(d) Installation of two 160-foot concrete crossing surfaces for the two tracks complete with new rail, ties, ballast, fasteners, along with appropriate surfacing, to carry the improved roadway;

(e) Installation of Crossing Signal Equipment and Crossing Signal Control House as shown on Exhibit A;

(f) Provide an interface box, with contact terminals, mounted on side of Crossing Signal Control House;

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

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

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

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

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

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/faqs/pdf/utility.pdf), for the installation or relocation of wire lines, pipe lines and other facilities owned by private persons, companies, corporations, political subdivisions or public utilities other than BNSF which may be necessary for the construction of the Project.

5. Agency must construct the Project as shown on the attached Exhibit A and do all work ("Agency's Work") provided for in the plans and specifications for the Project, except railroad work that will be performed by BNSF hereunder. Agency must furnish all labor, materials, tools and equipment for the performance of Agency's Work. The principal elements of Agency's Work are as follows:

(a) Design and Reconstruction of Bailey Boswell Road;

(b) Installation of a pavement marking stop bar in accordance with the Manual on Uniform Traffic Control Devices (hereinafter called, "MUTCD");

(c) Installation of advance warning signs in accordance with the MUTCD

(d) Perform all necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on BNSF's right-of-way;

(e) Provide suitable drainage, both temporary and permanent;

(f) Provide all barricades, lights, flagmen or traffic control devices necessary for preventing vehicular traffic from using a portion of the Crossing, during the installation of the concrete crossing surfaces, and also during the installation of the Crossing Signal Equipment.

(g) Construct asphalt/concrete roadway surface on approaches to each track. Roadway surface will match elevation of the Main and Siding Track crossing surfaces and remain level to a point at least thirty (30) feet from nearest rail. Any concrete headers will be constructed no closer than 6'-0" from centerline of each track to provide for a minimum of 12'-0" opening for track and railroad crossing surface;

(h) Provide and place twelve (12) inch wide section of asphalt between roadway concrete headers and the new concrete crossing surfaces, including that portion of Bailey Boswell Road located between the Main Track and Siding Track.

(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;

(j) Provide BNSF in writing with the total time required from start of preempt cycle of highway traffic control signals until arrival of the train at the highway-rail crossing.

(k) Connect the highway traffic control signals to the contact terminals in the interface box including all necessary cable and conduit.

(l) Install the new highway traffic control signals.

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

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

8. The Agency must give BNSF's Manager Public Projects written notice to proceed ("**Notice to Proceed**") with the railroad portion of the work after receipt of necessary funds for the Project. BNSF will not begin the railroad work (including, without limitation, procurement of supplies, equipment or materials) until written Notice to Proceed is received from Agency.

9. The Agency's Work must be performed by Agency or Agency's contractor in a manner that will not endanger or interfere with the safe and timely operations of BNSF and its facilities.

10. For any future inspection or maintenance, either routine or otherwise, performed by subcontractors on behalf of the Agency, Agency shall require the subcontractors to comply with the provisions of the attached Exhibit C and execute the agreement attached hereto as Exhibit C-1. Prior to performing any future maintenance with its own personnel, Agency shall: comply with all of BNSF's applicable safety rules and regulations; require any Agency employee performing maintenance to complete the safety training program at the BNSF's Internet Website "www.BNSFContractor.com"; notify BNSF when, pursuant to the requirements of Exhibit C, a flagger is required to be present; procure, and have approved by BNSF's Risk Management Department, Railroad Protective Liability insurance.

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

12. Agency will require its contractor to execute the right of entry form (Exhibit C-1) and acknowledges the following provisions:

(a) The Contractor is placed on notice that fiber optic, communication and other cable lines and systems (collectively, the "Lines") owned by various telecommunications companies may be buried on BNSF's property or right-of-way. The locations of these Lines have been included on the plans based on information from the telecommunications companies. The contractor will be responsible for contacting BNSF's Roadmaster (M. Chad Henderson at office # 817-352-3567, mobile # 817-304-3549 or michael.henderson2@bnsf.com), BNSF's Signal Supervisor (Marco Delgado at office # 817-224-7012, mobile # 817-320-4377 or marco.delgado@bnsf.com), and the telecommunications companies and notifying them of any work that may damage these Lines or facilities and/or interfere with their service. The contractor must also mark all Lines shown on the plans or marked in the field in order to verify their locations. The contractor must also use all reasonable methods when working in the BNSF right-of-way or on BNSF

property to determine if any other Lines (fiber optic, cable, communication or otherwise) may exist.

(b) Failure to mark or identify these Lines will be sufficient cause for BNSF's engineering representative to stop construction at no cost to the Agency or BNSF until these items are completed.

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

(d) In addition to the liability terms contained elsewhere in this Agreement, the contractor hereby indemnifies, defends and holds harmless BNSF for, from and against all cost, liability, and expense whatsoever (including, without limitation, attorney's fees and court costs and expenses) arising out of or in any way contributed to by any act or omission of Contractor, its subcontractors, agents and/or employees that cause or in any way or degree contribute to (1) any damage to or destruction of any Lines by Contractor, and/or its subcontractors, agents and/or employees, on BNSF's property or within BNSF's right-of-way, (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on BNSF's property or within BNSF's right-of-way, and/or (3) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of such telecommunication company(ies).**THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY, DEATH, CAUSE OF ACTION OR CLAIM WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF BNSF.**

13. Agency must require compliance with the obligations set forth in this agreement, including Exhibit C and Exhibit C-1, attached hereto and by reference made a part hereof.

14. Except as otherwise provided below in this Section 13, all construction work performed hereunder by Agency for the Project will be pursuant to a contract or contracts to be let by Agency, and all such contracts must include the following:

(a) All work performed under such contract or contracts within the limits of BNSF's right-of-way must be performed in a good and workmanlike manner in accordance with plans and specifications approved by BNSF;

(b) Changes or modifications during construction that affect safety or BNSF operations must be subject to BNSF's approval;

(c) No work will be commenced within BNSF's right-of-way until each of the prime contractors employed in connection with said work must have (i) executed and delivered to BNSF an agreement in the form of Exhibit C-I, and (ii) delivered to and secured BNSF's approval of the required insurance; and

(d) If it is in Agency's best interest, Agency may direct that the construction of the Project be done by day labor under the direction and control of Agency, or if at any time, in the opinion of Agency, the contractor has failed to prosecute with diligence the work specified in and by the terms of said contract, Agency may terminate its contract with the contractor and take control over the work and proceed to complete the same by day labor or by employing another contractor(s) provided; however, that any contractor(s) replacing the original contractor(s) must comply with the obligations in favor of BNSF set forth above and, provided further, that if such construction is performed by day labor, Agency will, at its expense, procure and maintain on behalf of BNSF the insurance required by Exhibit C-1.

(e) To facilitate scheduling for the Project, Agency shall have its contractor give BNSF's Roadmaster 90 days advance notice of the proposed times and dates for work windows. BNSF and Agency's contractor will establish mutually agreeable work windows for the Project. BNSF has the right at any time to revise or change the work windows, due to train operations or service obligations. BNSF will not be responsible for any additional costs and expenses resulting from a change in work windows. Additional costs and expenses resulting from a change in work windows shall be accounted for in the contractor's expenses for the Project.

15. Agency must advise the appropriate BNSF Manager Public Projects, in writing, of the completion date of the Project within thirty (30) days after such completion date. Additionally, Agency must notify BNSF's Manager Public Projects, in writing, of the date on which Agency and/or its Contractor will meet with BNSF for the purpose of making final inspection of the Project.

16. **TO THE FULLEST EXTENT PERMITTED BY LAW, AGENCY HEREBY RELEASES, INDEMNIFIES, DEFENDS AND HOLDS HARMLESS BNSF, ITS AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, THE**

EMPLOYEES OF THE PARTIES HERETO) OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART) (I) THE USE, OCCUPANCY OR PRESENCE OF AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (II) THE PERFORMANCE, OR FAILURE TO PERFORM BY THE AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS, ITS WORK OR ANY OBLIGATION UNDER THIS AGREEMENT, (III) THE SOLE OR CONTRIBUTING ACTS OR OMISSIONS OF AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (IV) AGENCY'S BREACH OF THE TEMPORARY CONSTRUCTION LICENSE OR EASEMENT GRANTED TO AGENCY PURSUANT TO ARTICLE II OF THIS AGREEMENT, (V) ANY RIGHTS OR INTERESTS GRANTED TO AGENCY PURSUANT TO THE TEMPORARY CONSTRUCTION LICENSE OR EASEMENT DISCUSSED IN ARTICLE II OF THIS AGREEMENT, (VI) AGENCY'S OCCUPATION AND USE OF BNSF'S PROPERTY OR RIGHT-OF-WAY, INCLUDING, WITHOUT LIMITATION, SUBSEQUENT MAINTENANCE OF THE STRUCTURE BY AGENCY, OR (VII) AN ACT OR OMISSION OF AGENCY OR ITS OFFICERS, AGENTS, INVITEES, EMPLOYEES OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER. THE LIABILITY ASSUMED BY AGENCY WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY OR DEATH WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF BNSF.

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 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:

Dolph Johnson
Assistant City Manager
333 W. McLeroy Blvd
Saginaw, TX 76179
djohnson@ci.saginaw.tx.us

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 Dolph Johnson for appropriate corrective action.

6. Pursuant to this section and Article II, Section 6 herein, Agency must, out of funds made available to it for the construction of the Project, reimburse BNSF in full for the

actual costs of all work performed by BNSF under this Agreement (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 contract number BF10010170 and D.O.T. Crossing No. 274645R and must state the time that construction activities will begin.

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

(a) Agency will own and be fully responsible for repairs, maintenance, future construction or reconstruction of the Bailey Boswell Road roadway, including the portion of roadway located between the tracks.

(b) Agency will maintain the elevation of the Bailey Boswell Road 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 Bailey Boswell Road roadway, which will interfere with or endanger facilities of BNSF.

(e) It is expressly understood by Agency and BNSF that any right to install utilities will be governed by a separate permit or license agreement between the parties hereto.

(f) BNSF will, at its sole cost and expense, operate and maintain the Crossing Signal Equipment, Crossing Signal Control House, and the new crossing surfaces, from end-of-tie to end-of-tie, in proper condition.

(g) Notwithstanding the preceding provision, if any regulations, ordinances, acts, rules or other laws subsequently passed or amended by the Agency or any other governmental or legislative authority increase the Agency's portion of maintenance cost under this Agreement, BNSF will receive the benefit of any such regulations, ordinances, acts, rules or other laws and the Agency's increased portion of maintenance costs will be incorporated into and made a part of this Agreement.

(h) If a railway or highway improvement project necessitates rearrangement, relocation, or alteration of the Crossing Signal Equipment, Crossing Signal House, or the new crossing surface installed hereunder, the costs for such rearrangement, relocation or alteration will be the responsibility of the party requesting such changes.

(i) BNSF will operate and maintain, at its expense, the necessary relays and other materials required to preempt the highway traffic control signals with the grade crossing warning devices.

(j) BNSF will operate and maintain, at its expense, the railroad crossing warning devices up to the contact terminals in the interface box.

(k) Agency will own, operate and maintain, at its expense, the highway traffic control signals up to and including connection to the contact terminals in the interface box including all necessary cable and conduit.

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 Texas 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 one (1) year of the Effective Date, this Agreement will become null and void.

14. Neither termination nor expiration of this Agreement will release either party from any liability or obligation under this Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration.

15. To the maximum extent possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is prohibited by, or held to be invalid under, applicable law, such provision will be ineffective solely to the extent of such prohibition or invalidity and the remainder of the provision will be enforceable.

16. This Agreement (including exhibits and other documents, manuals, etc. incorporated herein) is the full and complete agreement between BNSF and Agency with respect to the subject matter herein and supersedes any and all other prior agreements between the parties hereto.

17. 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: Manager Public Projects
5800 North Main Street
Saginaw, Texas 76179

Agency: Assistant City Manager
333 W. McLeroy Blvd.
Saginaw, Texas 76179

[Signature page follows]

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: Timothy J. Hoya

Title: Manager Public Projects

WITNESS:

_____

AGENCY
CITY OF SAGINAW, TEXAS

WITNESS:

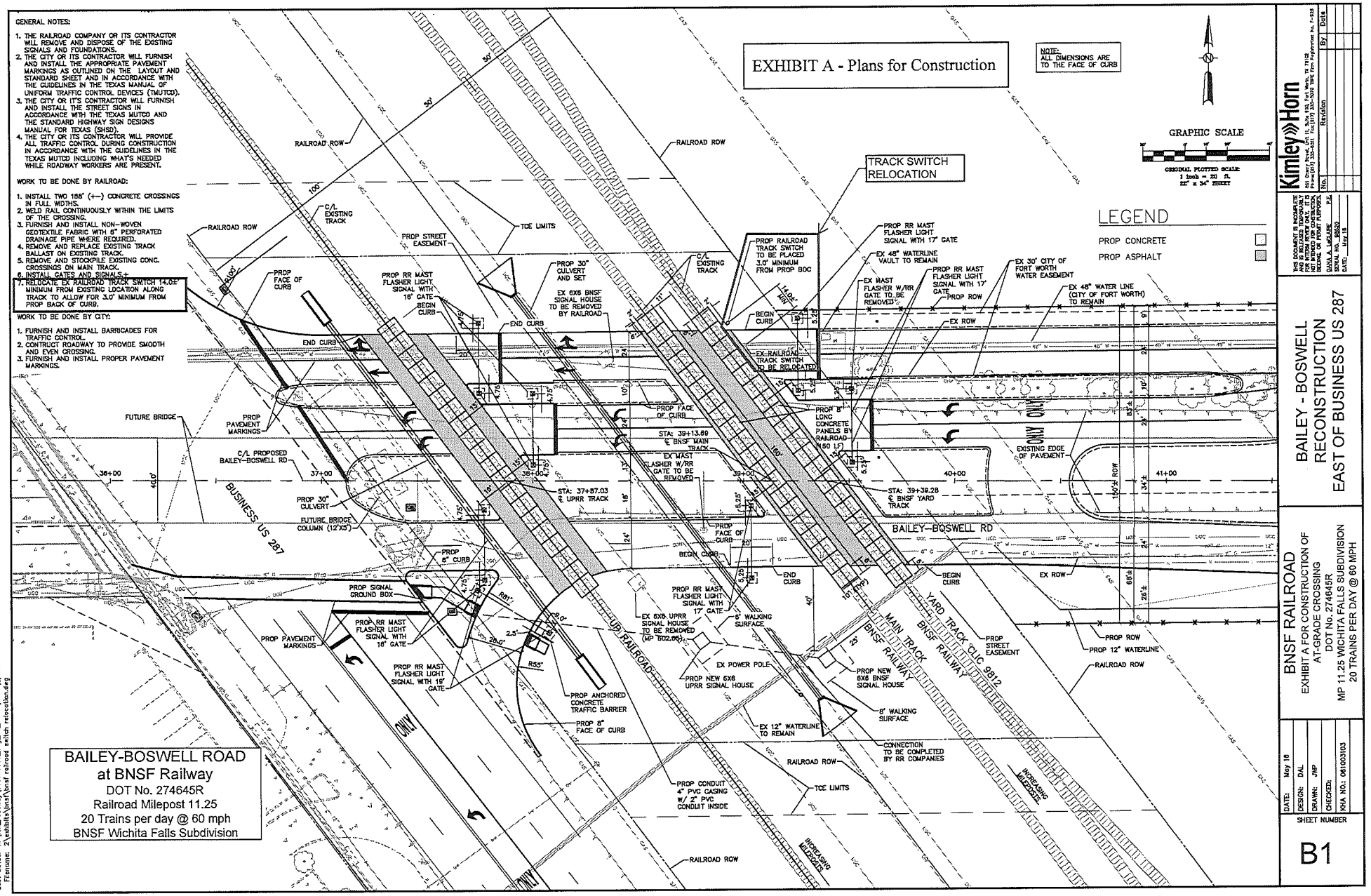
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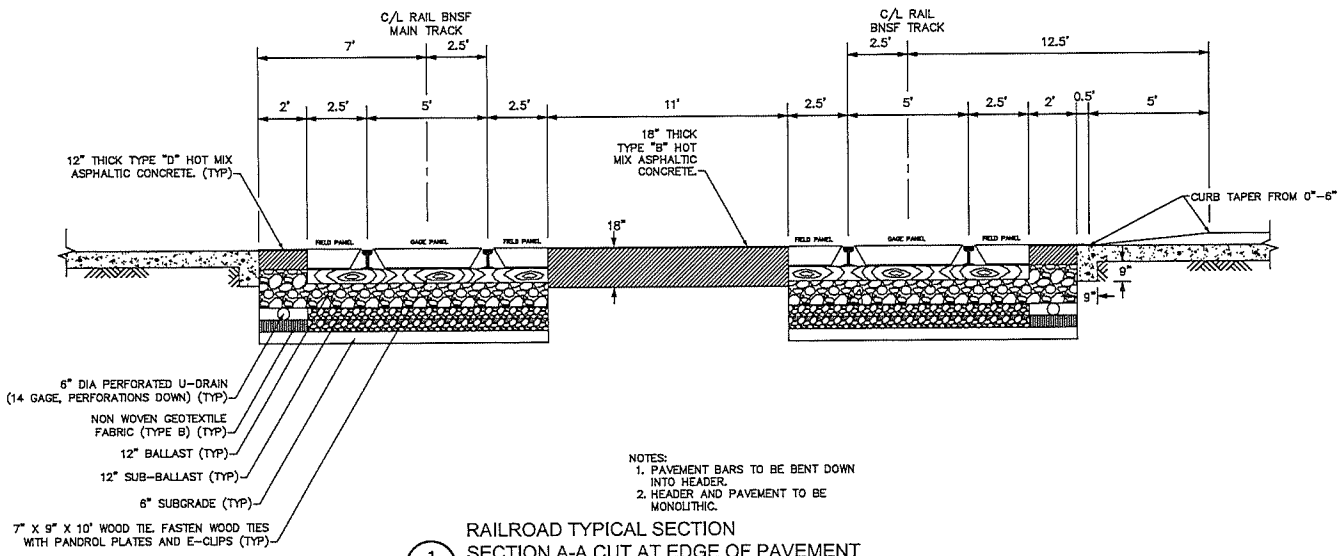
By: _____

Printed Name: Todd Flippo

Title: Mayor

CITY OF SAGINAW TEXAS
CORPORATE
SEAL


EXHIBIT A - Plans for Construction
NOTE: ALL DIMENSIONS ARE TO THE FACE OF CURB
GENERAL NOTES:
1. THE RAILROAD COMPANY OR ITS CONTRACTOR WILL REMOVE AND DISPOSE OF THE EXISTING SIGNALS AND FOUNDATIONS.
2. THE CITY OR ITS CONTRACTOR WILL FURNISH AND INSTALL THE APPROPRIATE PAVEMENT MARKINGS AS OUTLINED ON THE LAYOUT AND STANDARD SHEET AND IN ACCORDANCE WITH THE GUIDELINES IN THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD).
3. THE CITY OR IT'S CONTRACTOR WILL FURNISH AND INSTALL THE STREET SIGNS IN ACCORDANCE WITH THE TEXAS MUTCD AND THE STANDARD HIGHWAY SIGN DESIGNS MANUAL FOR TEXAS (SHSD).
4. THE CITY OR ITS CONTRACTOR WILL PROVIDE ALL TRAFFIC CONTROL DURING CONSTRUCTION IN ACCORDANCE WITH THE GUIDELINES IN THE TEXAS MUTCD INCLUDING WHAT'S NEEDED WHILE ROADWAY WORKERS ARE PRESENT.
WORK TO BE DONE BY RAILROAD:
1. INSTALL TWO 136' (+-) CONCRETE CROSSINGS IN FULL WIDTHS.
2. WELD RAIL CONTINUOUSLY WITHIN THE LIMITS OF THE CROSSING.
3. FURNISH AND INSTALL NON-WOVEN GEOTEXTILE FABRIC WITH 8" PERFORATED DRAINAGE PIPE WHERE REQUIRED.
4. REMOVE AND REPLACE EXISTING TRACK BALLAST ON EXISTING TRACK.
5. REMOVE AND STOCKPILE EXISTING CONC. CROSSINGS ON MAIN TRACK.
6. INSTALL GATES AND SIGNALS.+
7. RELOCATE EX RAILROAD TRACK SWITCH 14.0± MINIMUM FROM EXISTING LOCATION ALONG TRACK TO ALLOW FOR 3.0' MINIMUM FROM PROP BACK OF CURB.
WORK TO BE DONE BY CITY:
1. FURNISH AND INSTALL BARRICADES FOR TRAFFIC CONTROL.
2. CONTRUCT ROADWAY TO PROVIDE SMOOTH AND EVEN CROSSING.
3. FURNISH AND INSTALL PROPER PAVEMENT MARKINGS.
TRACK SWITCH RELOCATION
GRAPHIC SCALE
ORIGINAL PLOTTED SCALE: 1 inch = 20 ft. 22" x 34" SHEET
LEGEND
PROP CONCRETE
PROP ASPHALT
RAILROAD ROW
C/L EXISTING TRACK
TOE LIMITS
PROP STREET EASEMENT
PROP FACE OF CURB
PROP RR MAST FLASHER LIGHT SIGNAL WITH 16' GATE
BEGIN CURB
END CURB
PROP 30" CULVERT AND SET
EX 6X6 BNSF SIGNAL HOUSE TO BE REMOVED BY RAILROAD
PROP RAILROAD TRACK SWITCH TO BE PLACED 3.0' MINIMUM FROM PROP BOC
PROP RR MAST FLASHER LIGHT SIGNAL WITH 17' GATE
EX 48" WATERLINE VAULT TO REMAIN
EX MAST FLASHER W/RR GATE TO BE REMOVED
EX 30" CITY OF FORT WORTH WATER EASEMENT
EX 48" WATER LINE (CITY OF FORT WORTH) TO REMAIN
EX ROW
EX-RAILROAD TRACK SWITCH TO BE RELOCATED
PROP 8" LONG CONCRETE PANELS BY RAILROAD (150 LF)
FUTURE BRIDGE
PROP PAVEMENT MARKINGS
C/L PROPOSED BAILEY-BOSWELL RD
BUSINESS US 287
PROP 30" CULVERT
FUTURE BRIDGE COLUMN (12'X5')
STA: 37+87.03 ℄ UPRR TRACK
STA: 39+13.69 ℄ BNSF MAIN TRACK
EX MAST FLASHER W/RR GATE TO BE REMOVED
STA: 39+39.28 ℄ BNSF YARD TRACK
EXISTING EDGE OF PAVEMENT
BAILEY-BOSWELL RD
PROP 8" CURB
PROP SIGNAL GROUND BOX
PROP RR MAST FLASHER LIGHT SIGNAL WITH 17' GATE
EX 6X6 UPRR SIGNAL HOUSE TO BE REMOVED (MP 802.06)
8' WALKING SURFACE
PROP STREET EASEMENT
PROP 12" WATERLINE
UP RAILROAD
MAIN TRACK BNSF RAILWAY
YARD TRACK CLIC 9812 BNSF RAILWAY
EX POWER POLE
PROP NEW 6X6 UPRR SIGNAL HOUSE
PROP NEW 6X6 BNSF SIGNAL HOUSE
PROP ANCHORED CONCRETE TRAFFIC BARRIER
EX 12" WATERLINE TO REMAIN
CONNECTION TO BE COMPLETED BY RR COMPANIES
PROP CONDUIT 4" PVC CASING W/ 2" PVC CONDUIT INSIDE
INCREASING MILEPOST
ONLY
BAILEY-BOSWELL ROAD at BNSF Railway
DOT No. 274645R
Railroad Milepost 11.25
20 Trains per day @ 60 mph
BNSF Wichita Falls Subdivision
Kimley»Horn
BAILEY - BOSWELL RECONSTRUCTION EAST OF BUSINESS US 287
BNSF RAILROAD
EXHIBIT A FOR CONSTRUCTION OF AT-GRADE CROSSING
DOT No. 274645R
MP 11.25 WICHITA FALLS SUBDIVISION
20 TRAINS PER DAY @ 60 MPH
DATE: May 16
DESIGN: DAL
DRAWN: JNP
CHECKED:
KHA NO.: 061003103
SHEET NUMBER
B1
Plotted By: Pierce, Nolan
Last Saved: K:\Fw_Dooley\061003103_reg_bs_Bond\Xcad_phase 2\exhibits\Xcad\bnsf railroad switch relocation.dwg
2016-05-13 10:14:37
2016-05-13 08:01:22 (BNSF WEST)

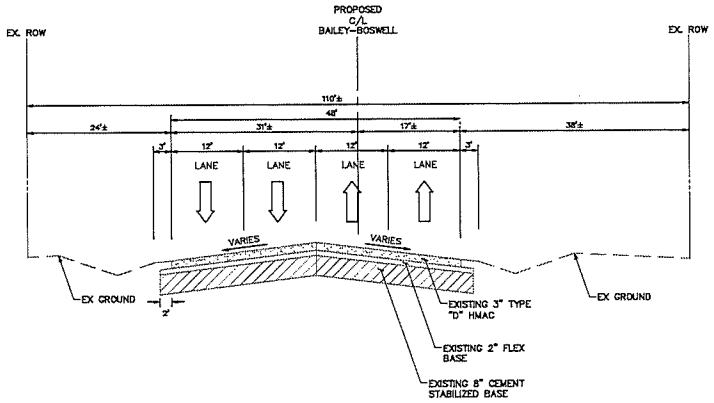


NOTES:
1. PAVEMENT BARS TO BE BENT DOWN INTO HEADER.
2. HEADER AND PAVEMENT TO BE MONOLITHIC.

RAILROAD TYPICAL SECTION
SECTION A-A CUT AT EDGE OF PAVEMENT

1 / B2

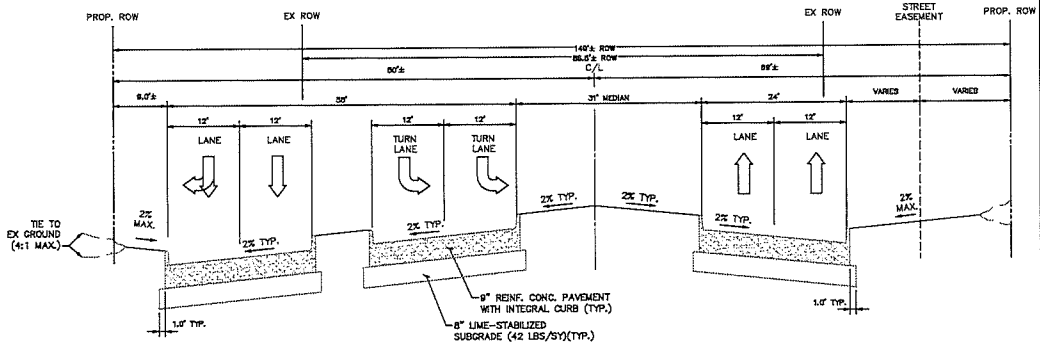
SCALE: N.T.S.



EXISTING ROADWAY TYPICAL SECTION
EAST AND WEST OF BNSF RR CROSSING
BAILEY-BOSWELL

2 / B2

SCALE: H: 1"=20'
V: 1"= 4'



PROPOSED ROADWAY TYPICAL SECTION
EAST AND WEST OF BNSF RR CROSSING
BAILEY-BOSWELL

3 / B2

SCALE: H: 1"=20'
V: 1"= 4'

Kimley»Horn
801 Cherry Street, Unit 11, Suite 1300, Fort Worth, TX 76102
Phone (817) 335-6511 Fax (817) 335-3779 TBPE Firm Registration No. F-928

No.	Revision	By	Date

THIS DOCUMENT IS INCOMPLETE AND IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW ONLY. IT IS NOT INTENDED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.
JAMES G. ERNST, P.E.
SERIAL NO. 103320
DATE: September 2014

BAILEY - BOSWELL
RECONSTRUCTION
EAST OF BUSINESS US 287

BNSF EXHIBIT A
TYPICAL SECTIONS

DATE: July 2015
DESIGN: CCE
DRAWN: JNP
CHECKED: KHA
KHA NO.: 061003103

SHEET NUMBER
B2

2015-07-21 08:19:49, Phillips, Jeff
Plotted By: 2015-07-20 12:01:22 (BNSF WEST)
Last Saved: K:\Fw_roadway\061003103_reg_bb_bond\cadd\exhibit a
Filename: Info\exhibittypicals.dwg

Plotted: 2015-07-21 09:22:02 Philip Jeff
Plotted: By 2015-07-20 18:06:45 (BNSF WEST P&P)
Last Saved: K:\Ftw_roadway\061003103_eag_bb_bond\ceadd\exhibit e
Filename: hfo\exhibits project layout.dwg

Sequence of Construction

Phase 1:

1. Install construction signage and traffic control devices.
2. Install water line.
3. Reduce Bailey Boswell Road to three lanes; the two existing westbound lanes and one eastbound lane.
4. Construct storm drain systems and culverts as shown in plans. Place temporary pavement repair where open cut construction of storm drain and culverts has occurred.
   - Storm drain construction to occur during non-peak hours (9:30-3:00) or weekends.
5. Construct southern half of concrete roadway.
6. During this construction phase, existing railroad gates will remain.

Phase 1: Step 2

1. Install and adjust construction signage and traffic control devices.
2. Railroad to install concrete panels: Road to be closed on weekend for construction of panels.
   - Contractor to close road and detour traffic.
   - Construct asphalt in between tracks and temporary asphalt transition to existing.
3. Railroad to install proposed signal house and necessary equipment.
4. Railroad to construct two proposed railroad mast flasher light signals with 19' gates, one proposed railroad mast flasher light signal with 17' gate, and two temporary crossing gates according to plans. Coordinate with railroad to install gates.
5. Construct proposed eastbound right turn lane from BUS 287 and two proposed eastbound lanes of Bailey Boswell Road as shown in plans.

Phase 1: Step 3

1. Install and adjust construction signage and traffic control devices.
2. Shift eastbound traffic from BUS 287 to newly constructed right turn lane. Continue to use temporary railroad gates for through eastbound traffic.
3. Construct proposed traffic signal lights and remove existing traffic signals.
4. Railroad to construct one proposed mast flasher light signal with 16' gate according to plans. Coordinate with railroad to install gate.
5. Construct proposed island and complete remaining eastbound lanes that tie into BUS 287 as shown in plans.

Phase 2:

1. Adjust all necessary traffic control devices to allow eastbound traffic to travel on newly constructed southern lane. Eastbound traffic during this phase will also use newly installed railroad gates.
2. Westbound traffic will continue to use existing lanes and existing railroad gates.
3. Construct two northern proposed westbound lanes of Bailey Boswell Road.
4. Railroad to construct two proposed railroad mast flasher light signals with 17' gates and two proposed railroad mast flasher light signals with 16' gates on northern side according to plans. Coordinate with railroad to install gates.

Phase 3:

1. Adjust all necessary traffic control devices to allow for westbound traffic to travel along newly constructed westbound lanes.
2. Eastbound traffic will continue to use newly constructed lanes from previous phase.
3. Construct two remaining proposed westbound lanes of Bailey Boswell Road.
4. Railroad to construct three proposed mast flasher light signals with 17' gates and three proposed mast flasher light signals with 16' gates according to plans. Coordinate with railroad to install gates.
5. Open all lanes to traffic.

Kimley»Horn
801 Cherry Street, Unit 11, Suite 950, Fort Worth, TX 76102
Phone (817) 335-6511 Fax (817) 335-3779 KHK Firm Registration No. F-928

No.	Revision	By	Date

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DANA A. McCLAIRE, P.E.
SERIAL NO. 89520
DATE: July 15

BAILEY - BOSWELL
RECONSTRUCTION
EAST OF BUSINESS US 287

BNSF EXHIBIT A
TRAFFIC CONTROL
NARRATIVE

DATE: July 15
DESIGN: DAL
DRAWN: JMP
CHECKED:
KHA NO.: 061003103

SHEET NUMBER
B4

Plotted, By: 2015-07-21 09:22:03, Philipp, Jeff
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Kimley»Horn
© 2021 KIMLEY-HORN AND ASSOCIATES, INC.
801 Cherry Street, Unit 11, Suite 800, Fort Worth, TX 76102
Phone (817) 335-6511 Fax (817) 335-2070 TBPE Firm Registration No. F-928

No.	Revision	By	Date

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ESAU A. LeCLAIRE, P.E.
LICENSE No. 142520
DATE: July 15

BAILEY - BOSWELL
RECONSTRUCTION
EAST OF BUSINESS US 287

BNSF EXHIBIT A
TRAFFIC CONTROL PLAN
PHASE 1 STEP 2

DATE:	July 15
DESIGN:	DAL
DRAWN:	JMP
CHECKED:	
KHA No.:	061003103

SHEET NUMBER
B6

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DATE:	July 15
DESIGN:	DAL
DRAWN:	JMP
CHECKED:	
KHA NO.:	061003103
SHEET NUMBER	B7

BNSF EXHIBIT A
TRAFFIC CONTROL PLAN
PHASE 1 STEP 3

BAILEY - BOSWELL
RECONSTRUCTION
EAST OF BUSINESS US 287

THIS DOCUMENT IS INCOMPLETE AND IS RELEASED UNDER THE AUTHORITY OF DANA A. LASALETE, P.E. ON JULY 15, 2015. IT IS NOT INTENDED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.
DANA A. LASALETE P.E.
SERIAL NO. 85520
DATE: July 15

Kimley»Horn
801 Cherry Street, Unit 11, Suite 950, Fort Worth, TX 76102
Phone (817) 335-6511 Fax (817) 335-2090 TBPE Firm Registration No. F-928

No.	Revision	By	Date

Kimley»Horn
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801 Cherry Street, Unit 11, Suite 950, Fort Worth, TX 76102
Phone (817) 335-6511 Fax (817) 335-3019 TBPE Firm Registration No. F-928

No.	Revision	By	Date

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PAMELA A. LEWALLEN P.E.
SIGNAL NO. 84439
DATE: July 15

BAILEY - BOSWELL
RECONSTRUCTION
EAST OF BUSINESS US 287

BNSF EXHIBIT A
TRAFFIC CONTROL PLAN
PHASE 2

DATE:	July 15
DESIGN:	DAL
DRAWN:	JMP
CHECKED:	
KHA NO.:	061003103

SHEET NUMBER B8

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Kimley»Horn
801 Cherry Street, Unit 11, Suite 950, Fort Worth, TX 76102
Phone: (817) 335-6511 Fax: (817) 335-2070 TBPE Firm Registration No. F-928

No.	Revision	By	Date

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DANA A. LINCOLN, P.E.
LICENSE NO. 84520
DATE: JULY 15

BAILEY - BOSWELL
RECONSTRUCTION
EAST OF BUSINESS US 287

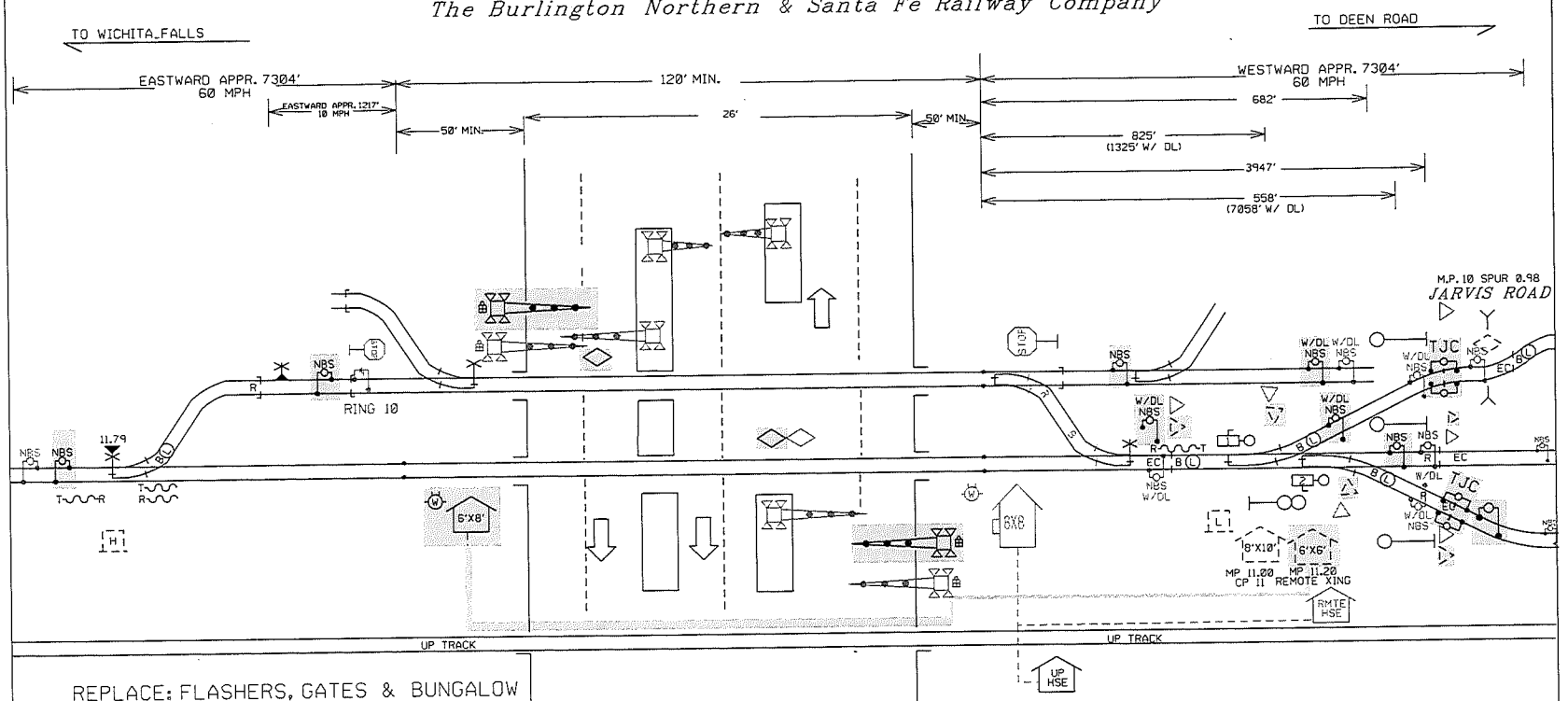
BNSF EXHIBIT A
TRAFFIC CONTROL PLAN
PHASE 3

DATE:	July 15
DESIGN:	DAL
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CHECKED:	
KHA NO.:	061003103

SHEET NUMBER B9

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2015-07-21 09:22:50, PHILIPP, JEFF

The Burlington Northern & Santa Fe Railway Company



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

RED = IN YELLOW = OUT

M.P. 11.24
BAILEY BOSWELL RD
DOT • 274 645 R

PROJECT# 60133

- INSTRUMENT HOUSE
- BELL
- METER
- CROSSING CONTROLL CONNECTIONS
- BIDIRECTIONAL CROSSING CONTROL
- UNIDIRECTIONAL CROSSING CONTROL
- COUPLER OR TERMINATION
- GUARD RAIL

Warning device placement:
Clearance to C.L. Track = Min. 12'
Edge of Road to C.L. Foundation:
Min. 4'3" with curb.
Min. 8'3" without curb.
Max. 12'
House Clearance: 25' Min. to Near Rail
30' Min. to Edge of Road
ALL LIGHTS TO BE LED

EXHIBIT A - Railroad Signal Sketch

BNSF RAILWAY CO.
LOCATION: SAGINAW, TX
STREET: BAILEY BOSWELL RD
LS: 0485
M.P. 11.24
DOT # 274 645 R
DIVISION: TEXAS
SUBDIVISION: WITCHITA FALLS
KANSAS CITY
NO SCALE
DATE: 08/02/2017
FILE: 60133-STATESKETCH-.dgn
AMW

BEING a tract of land situated in the Benjamin Thomas Survey, Abstract No. 1497, and the Josiah Walker Survey, Abstract No. 1601, City of Saginaw, Tarrant County, Texas and being part of BNSF Railway, same being a tract of land described in deed to Fort Worth and Denver Railroad recorded in Volume 3299, Page 285, Deed Records of Tarrant County, Texas and being more particularly described as follows:

BEGINNING at the intersection of the northeast right-of-way line of said BNSF Railway (a 100-foot wide right-of-way) and the north right-of-way line of E. Bailey Boswell Road (formerly County Road No. 4040, a variable width right-of-way) at the southwest corner of a tract of land described in Special Warranty Deed to CFI Farm Properties, LLC, recorded in Instrument No. D209083859, Official Public Records of Tarrant County, Texas, from which, a 1/2" iron rod found bears North 65°51' East, a distance of 0.4 feet and a 1/2" iron rod found bears North 89°49'11" East, a distance of 1320.76 feet;

THENCE with said northeast right-of-way line, South 36°59'17" East, at a distance of 70.49 feet, passing the intersections of said northeast line and the south right-of-way line of said E. Bailey Boswell Road and being the northwest corner of Lot 1, Block A, Trinity Industries Addition, an addition to the City of Saginaw, Texas according to the plat recorded in Volume 388-213, Page 100, Plat Records of Tarrant County, Texas, continuing with said east line, in all a total distance of 126.80 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the intersection of said northeast right-of-way line and the proposed south right-of-way line of E. Bailey Boswell Road;

THENCE departing said northeast right-of-way line and with said proposed south right-of-way line, the following courses and distances to wit:

South 89°49'11" West, a distance of 101.61 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 89°34'27" West, a distance of 23.21 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the intersection of said proposed south right-of-way line and the northeast right-of-way line of the Union Pacific Railroad (a 100-foot wide right-of-way), same being a tract of land described in deed to Chicago Rock Island and Texas Railway Company, recorded in Volume 92, Page 288, Volume 93, Page 166, Volume 94, Page 176, all Deed Records of Tarrant County, Texas;

THENCE departing said proposed south right-of-way line and with the northeast right-of-way line of said Union Pacific Railroad, North 36°59'17" West, a distance of 163.72 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the intersection of said northeast right-of-way line and the proposed north right-of-way line of said E. Bailey Boswell Road;

THENCE departing said northeast line and with said proposed north right-of-way line of said E. Bailey Boswell Road, North 89°34'27" East, a distance of 124.50 feet to a 5/8" iron rod with plastic cap stamped "KHA" set in the northeast right-of-way line of said BNSF Railway;

THENCE with said northeast right-of-way line, South 36°59'17" East, a distance of 37.46 feet to the **POINT OF BEGINNING** and containing 16,394 square feet or 0.376 acres of land.

EXHIBIT "A-1" for Easement Agreement

LICENSE AREA 1
BENJAMIN THOMAS SURVEY
ABSTRACT NO. 1497
JOSIAH WALKER SURVEY
ABSTRACT NO. 1601
CITY OF SAGINAW
TARRANT COUNTY, TEXAS

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.



DANA BROWN
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5336
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DALLAS, TEXAS 75251
PH. 972-770-1300
dana.brown@kimley-horn.com

Kimley»Horn
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
FIRM # 10115500
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	DAB	Dec. 2014	069427000	1 OF 2

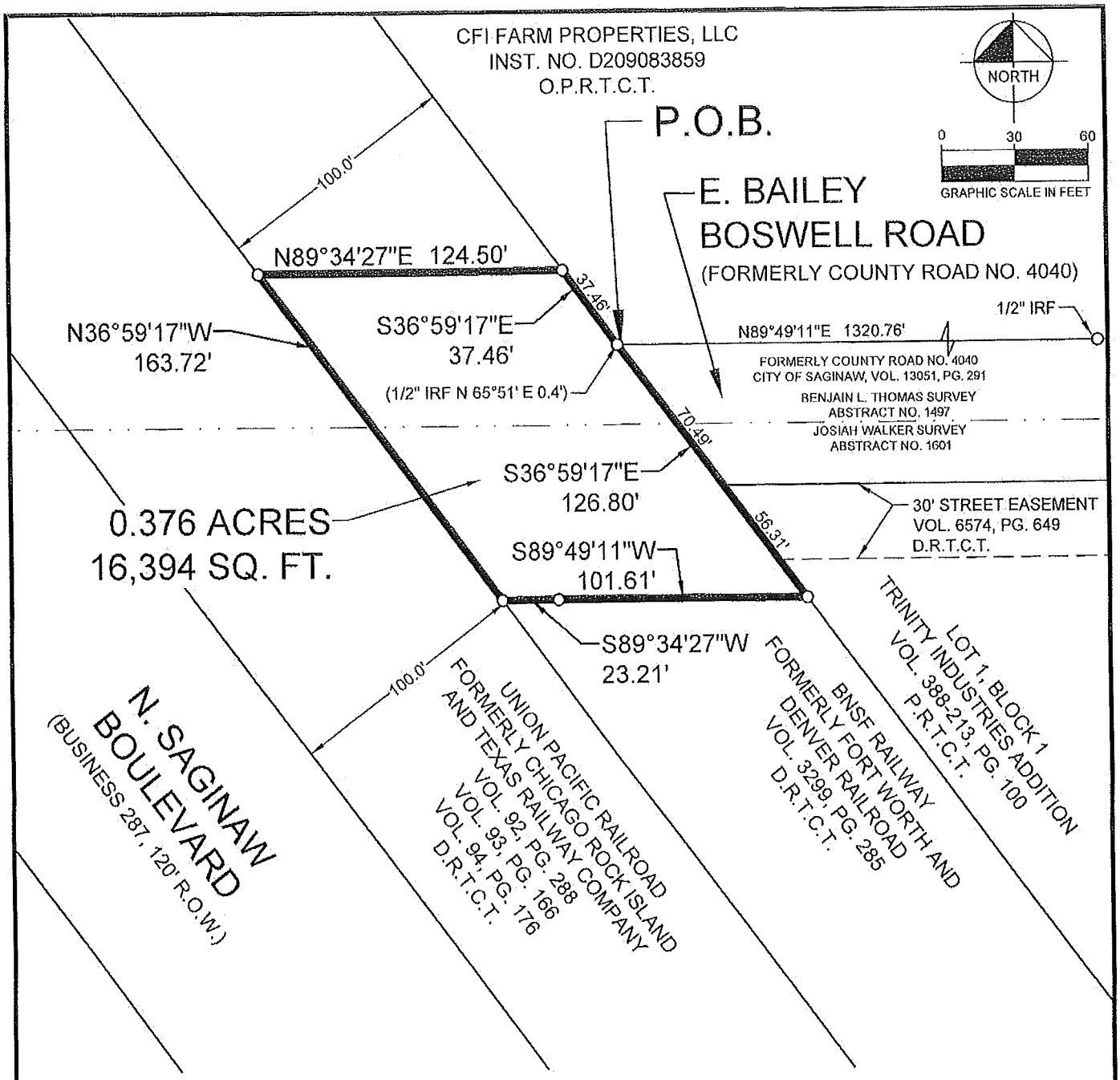


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JOSIAH WALKER SURVEY
ABSTRACT NO. 1601
CITY OF SAGINAW
TARRANT COUNTY, TEXAS

LEGEND
AD = Aluminum disk found
O.P.R.T.C.T. = Official Public Records, Tarrant Co. Texas
D.R.T.C.T. = Deed Records, Tarrant Co. Texas
○ = 5/8" iron rod with "KHA" cap set unless otherwise noted.

NOTES
Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983(2011). The coordinates shown are local surface coordinates.

Kimley»Horn
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
FIRM # 10115500
Tel. No. (972) 770-1300
Fax No. (972) 239-3020

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	SRD	DAB	Jan. 2015	069427000	2 OF 2

DUNN, STACY 1/6/2015 9:01 AM K:\DAL_SURVEY\069427000-BAILEY BOSWELL DESIGN SURVEY\DWG\069427000-BAILEY BOSWELL LICENSE 1.DWG

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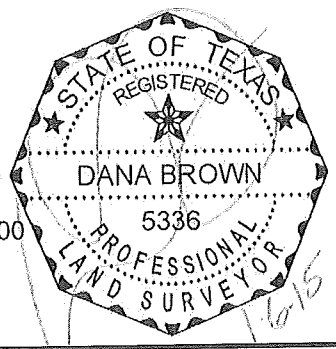
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EXHIBIT "A-2" for Memorandum of Easement

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BENJAMIN THOMAS SURVEY
ABSTRACT NO. 1497
JOSIAH WALKER SURVEY
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CITY OF SAGINAW
TARRANT COUNTY, TEXAS

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	DAB	Dec. 2014	069427000	1 OF 2

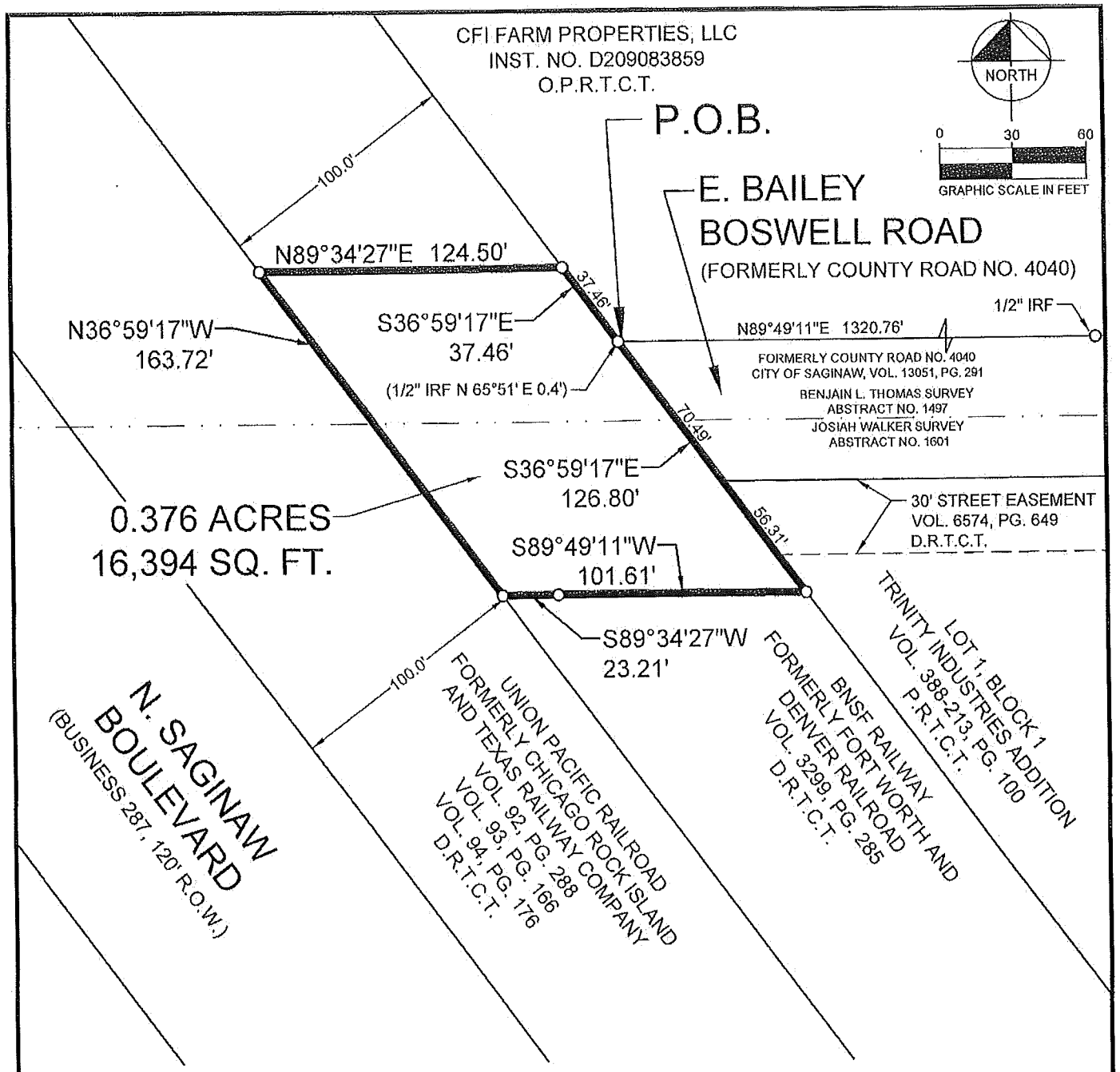


EXHIBIT "A-2" for Memorandum of Easement

LICENSE AREA 1
BENJAMIN THOMAS SURVEY
ABSTRACT NO. 1497
JOSIAH WALKER SURVEY
ABSTRACT NO. 1601
CITY OF SAGINAW
TARRANT COUNTY, TEXAS

LEGEND
AD = Aluminum disk found
O.P.R.T.C.T. = Official Public Records, Tarrant Co. Texas
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○ = 5/8" iron rod with "KHA" cap set unless otherwise noted.

NOTES
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	SRD	DAB	Jan. 2015	069427000	2 OF 2

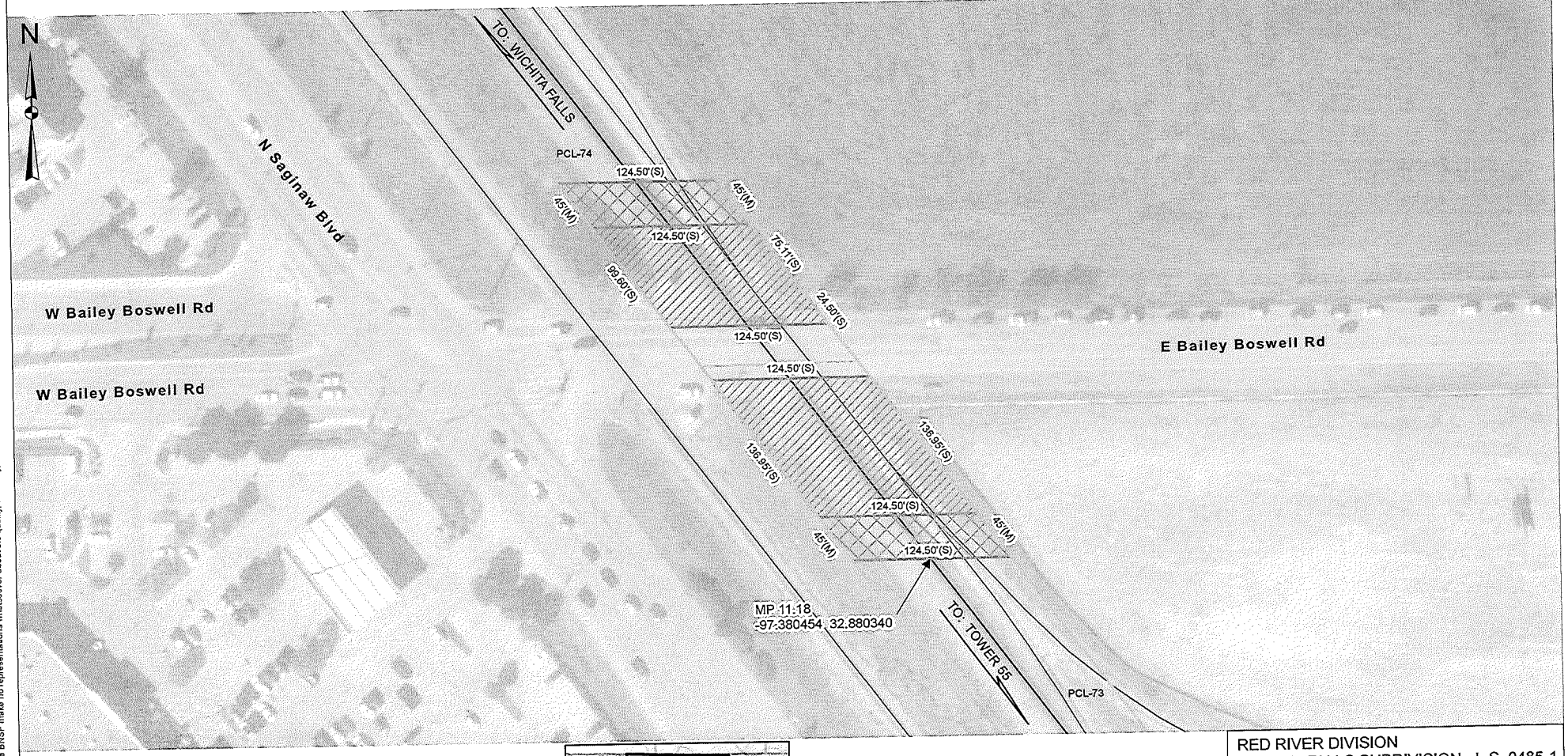
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EXHIBIT "A"

COORDINATE SYSTEM: TX NC

SCALE: 1"= 100'+/-

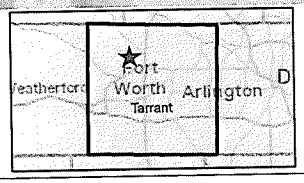
JLL TI #: -
BW Proj. No.: 12196.003
MAP REFERENCE:
STA. = N/A
R/W = r56831



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.

TO: CITY OF SAGINAW
AT: SAGINAW
TARRANT COUNTY,
TX

LEGEND:
- PERMANENT EASEMENT
- TEMPORARY EASEMENT
- RIGHT OF WAY LINE
- PARCEL LINES
- TRACK



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

RED RIVER DIVISION
WICHITA FALLS SUBDIVISION - L.S. 0485-1
VAL.SEC. 45009
FW&DC RY TX-01, MAP 03
THOMAS, B & WALKER, J SURVEYS
09/07/2016
MP 11.18

DRAWN BY:JNC DRAWING NO. 67942

EXHIBIT "B"

EASEMENT AGREEMENT
FOR: Bailey Boswell Road Crossing improvements
(C&M Agreement)

THIS EASEMENT AGREEMENT FOR Bailey Boswell Road Crossing improvements ("**Easement Agreement**") is made and entered into as of the _____ day of _____ 2016 ("**Effective Date**"), by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Grantor**"), and **CITY OF SAGINAW**, a political subdivision of the State of Texas ("**Grantee**").

A. Grantor owns or controls certain real property situated at or near the vicinity of Saginaw, County of Tarrant, State of Texas, at Line Segment 485, Railroad Mile Post 11.24, Project # DOT 274645R, as described or depicted on **Exhibit "A-1"** attached hereto and made a part hereof (the "**Premises**")

B. Grantor and Grantee have entered into that certain Construction and Maintenance Agreement dated as of _____ 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).

D. 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.

Section 2 **Term of Easement**. The term of the Permanent Easement, unless sooner terminated under provisions of this Easement Agreement, shall be perpetual. The term of the Temporary Easement, unless sooner terminated under provisions of this Easement Agreement, shall expire on the date that is one year after the Effective Date or completion of the project, whichever occurs first.

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

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

Section 5 **Improvements.** Grantee shall take, in a timely manner, all actions necessary and proper to the lawful establishment, construction, operation, and maintenance of the Improvements, including such actions as may be necessary to obtain any required permits, approvals or authorizations from applicable governmental authorities. Any and all cuts and fills, excavations or embankments necessary in the construction, maintenance, or future alteration of the Improvements shall be made and maintained in such manner, form and extent as will provide adequate drainage of and from the adjoining lands and premises of the Grantor; and wherever any such fill or embankment shall or may obstruct the natural and pre-existing drainage from such lands and premises of the Grantor, the Grantee shall construct and maintain such culverts or drains as may be requisite to preserve such natural and pre-existing drainage, and shall also wherever necessary, construct extensions of existing drains, culverts or ditches through or along the premises of the Grantor, such extensions to be of adequate sectional dimensions to preserve the present flowage of drainage or other waters, and of materials and workmanship equally as good as those now existing. In the event any construction, repair, maintenance, work or other use of the Premises by Grantee will affect any Lines, fences, buildings, improvements or other facilities (collectively, "**Other Improvements**"), Grantee will be responsible at Grantee's sole risk to locate and make any adjustments necessary to such Other Improvements. Grantee must contact the owner(s) of the Other Improvements notifying them of any work that may damage these Other Improvements and/or interfere with their

service and obtain the owner's written approval prior to so affecting the Other Improvements. Grantee must mark all Other Improvements on the Plans and Specifications and mark such Other Improvements in the field in order to verify their locations. Grantee must also use all reasonable methods when working on or near Grantor property to determine if any Other Improvements (fiber optic, cable, communication or otherwise) may exist. The Grantee agrees to keep the above-described premises free and clear from combustible materials and to cut and remove or cause to be cut and removed at its sole expense all weeds and vegetation on said premises, said work of cutting and removal to be done at such times and with such frequency as to comply with Grantee and local laws and regulations and abate any and all hazard of fire.

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

Section 7 **Environmental.**

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

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

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

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

7.5 Evidence of Compliance. Grantee agrees periodically to furnish Grantor with proof satisfactory to Grantor that Grantee is in compliance with this **Section 7**. Should Grantee not comply fully with the above-

stated obligations of this **Section 7**, notwithstanding anything contained in any other provision hereof, Grantor may, at its option, terminate this Easement Agreement by serving five (5) days' notice of termination upon Grantee. Upon termination, Grantee shall remove the Improvements and restore the Premises as provided in **Section 9**.

Section 8 Default and Termination.

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

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

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

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

(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-1"** (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 Texas without regard to conflicts of law provisions.

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

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

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

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

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

ADMINISTRATIVE FEE

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

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

GRANTOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: _____
Name: _____
Title: _____

GRANTEE:

City of Saginaw,
a political subdivision of the
State of Texas

By: _____
Name: Todd Flippo
Title: Mayor

EXHIBIT "B-1"

MEMORANDUM OF EASEMENT

THIS MEMORANDUM OF EASEMENT is hereby executed this _____ day of_____, 201_, 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 SAGINAW**, a political subdivision of the State of Texas ("**Grantee**"), whose address for purposes of this instrument is 333 W. McLeroy Boulevard, Saginaw, Texas 76179, 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 Tarrant County, Texas, as described on **Exhibit "A-2"** attached hereto and incorporated herein by reference (the "**Premises**');

WHEREAS, Grantor and Grantee entered into an Easement Agreement, dated _____, 2016 (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**") at Line Segment 485, Railroad Mile Post 11.24, Project # DOT 274645R; 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.

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: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the _____ day of _____, 201_, by _____ (name) as _____(title) of **BNSF RAILWAY COMPANY**, a Delaware corporation.

_____
Notary Public

My appointment expires:_____

(Seal)

GRANTEE:
City of Saginaw,
a political subdivision of the
State of Texas

By: Todd Flippo
Name: Todd Flippo
Title: Mayor

STATE OF Texas §
§
COUNTY OF Tarrant §

This instrument was acknowledged before me on the 12th day of September, 2017, by Todd Flippo (name) as Mayor (title) of the City of Saginaw, TX, a political subdivision of the State of Texas

Janice K England
Notary Public

My appointment expires: 12-04-2020

(Seal)

JANICE KAY ENGLAND
Notary Public
STATE OF TEXAS
ID#3579005
My Comm. Exp. Dec. 4, 2020

EXHIBIT "C"

FORM: PP 102 (Revised 09/03/2013)
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 roadway approaches and curbing for Bailey Boswell Road (DOT No. 274645R) crossing located at railroad milepost 11.24 on Railway's Wichita Falls Subdivision, Line Segment 485 in Saginaw, Texas in Tarrant County.**

- **1.01.02** The Contractor must execute and deliver to the Railway duplicate copies of the Exhibit "C-1" Agreement, in the form attached hereto, obligating the Contractor to provide and maintain in full force and effect the insurance called for under Section 3 of said Exhibit "C-1". Questions regarding procurement of the Railroad Protective Liability Insurance should be directed to **Rosa Martinez at Marsh, USA, 214-303-8519**.

- **1.01.03** The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.

- **1.01.04** The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations. Railway will have the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by Railway; (ii) Contractor (or any of its subcontractors), in Railway's opinion, prosecutes the Project work in a manner which is hazardous to Railway property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached **Exhibit C-1** is canceled during the course of the Project; or (iv) Contractor fails to pay Railway for the Temporary Construction License or the Easement. The work stoppage will continue until all necessary actions are taken by Contractor or its subcontractor to rectify the situation to the satisfaction of Railway's Division Engineer or until additional insurance has been delivered to and accepted by Railway. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, Railway may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of Railway. Railway's right to stop the work is in addition to any other rights Railway may have including, but not limited to, actions or suits for damages or lost profits. In the event that Railway desires to stop construction work on the Project, Railway agrees to immediately notify the following individual in writing:

Name: Dolph Johnson
Title: Assistant City Manager
Agency: City of Saginaw
Address: 333 W. McLeroy Blvd
Address: Saginaw, Texas 76179
Fax: 817-232-4640
E-mail: djohnson@ci.saginaw.tx.us

- **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 **City of Saginaw (Dolph Johnson) at Office # 817-230-0325** and Railway's Manager Public Projects, Office # **817-352-2902** at least thirty (30) calendar days before commencing any work on Railway Property. Contractor's notification to Railway must refer to Railway's file: **274645R**.

- **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.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.**

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 **Ronnie Anderson** at Office # **817-352-2907** 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'-6" Vertically above top of rail
  - 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts
  - 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
  - 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
  - 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts

- **1.03.04** Upon completion of construction, the following clearances shall be maintained:

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

- **1.03.05** Any infringement within State statutory clearances due to the Contractor's operations must be submitted to the Railway and to the **City of Saginaw, Texas** and must not be undertaken until approved in writing by the Railway, and until the **City of Saginaw, Texas** has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railway approval, and/or the State Regulatory Authority's approval.

- **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 **City of Saginaw, Texas** 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.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.

- **1.04.02** 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 **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 M. Chad Henderson at Office # 817-352-3567 or Mobile # 817-304-3549 and e-mail: Michael.Henderson2@BNSF.com** a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Roadmaster can make appropriate arrangements (i.e., bulletin the flagger's position). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Roadmaster five (5) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.

- **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 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 23 freight trains per 24-hour period at a timetable speed 60 MPH and 0 passenger trains.

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.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.)**

- **1.06.09 THE CONTRACTOR MUST NOT PILE OR STORE ANY MATERIALS, MACHINERY OR EQUIPMENT CLOSER THAN 25'-0" TO THE CENTER LINE OF THE NEAREST RAILWAY TRACK. MATERIALS, MACHINERY OR EQUIPMENT MUST NOT BE STORED OR LEFT WITHIN 250 FEET OF ANY HIGHWAY/RAIL AT-GRADE CROSSINGS OR TEMPORARY CONSTRUCTION CROSSING, WHERE STORAGE OF THE SAME WILL OBSTRUCT THE VIEW OF A TRAIN APPROACHING THE CROSSING. PRIOR TO BEGINNING WORK, THE CONTRACTOR MUST ESTABLISH A STORAGE AREA WITH CONCURRENCE OF THE 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 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

1.07 Excavation:

- **1.07.01** Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within the Project work area. The Contractor must determine whether excavation on Railway's Property could cause damage to buried cables resulting in delay to Railway traffic and disruption of service to users. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits. Before commencing excavation, the Contractor must contact: **BNSF's Roadmaster (M. Chad Henderson) at Office # 817-352-3567 and BNSF's Signal Supervisor (Marco Delgado) at Office # 817-224-7012**. All underground and overhead wires will be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. **It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.**

- **1.07.02** The Contractor must cease all work and notify the Railway immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work must be performed until the exact location has been determined. There will be no exceptions to these instructions.

- **1.07.03** All excavations must be conducted in compliance with applicable OSHA regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.

- **1.07.04** Any excavations, holes or trenches on the Railway's Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that Railway employees and other personnel who may be working or passing through the area are protected

from all hazards. All excavations must be back filled as soon as possible.

1.08 Hazardous Waste, Substances and Material Reporting:

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

1.09 Personal Injury Reporting

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

BNSF RAILWAY

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.e., emp of another railroad, or, non-BNSF emp involved in vehicle accident, including company vehicles)
- ☐ Contractor/safety sensitive (F)
- ☐ 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**
AND COPY TO: ROADMASTER Michael.Henderson2@BNSF.com & RAILWAY MANAGER PUBLIC PROJECTS Tim.Huya@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

BNSF RAILWAY

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

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

1. Accident City/St: _____ 2. Date: _____ Time: _____

County: _____ 3. Temperature: _____ 4. Weather: _____
(if non BNSF location)

Mile Post / Line Segment: _____

5. Driver's License No (and state) or other ID: _____ **SSN (required):** _____

6. Name (last, first, mi): _____

7. Address: _____ City: _____ St: _____ Zip: _____

8. Date of Birth: _____ and/or Age: _____ Gender: _____
(if available)

Phone Number: _____ Employer: _____

9. Injury: _____ 10. Body Part: _____
(i.e., Laceration, etc.) (i.e., Hand, etc.)

11. Description of Accident (To include location, action, result, etc.): _____

_____

_____

_____

12. Treatment:

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

13. Dr. Name: _____ Date: _____

14. Dr. Address:
Street: _____ City: _____ St: _____ Zip: _____

15. Hospital Name: _____

16. Hospital Address:
Street: _____ City: _____ St: _____ Zip: _____

17. Diagnosis: _____

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

EXHIBIT "C-1"

FORM: PP 103 (Revised 09/03/2013)
Right of Entry Agreement
Between
BNSF RAILWAY COMPANY and the CONTRACTOR

Railway File: 274645R

Agency Project: Construction of Bailey Boswell Road crossing at BNSF Railway

_____ (hereinafter called "Contractor"), has entered into an agreement (hereinafter called "Agreement") dated _____, with the **City of Saginaw, Texas** for the performance of certain work in connection with the following project: **construction of roadway approaches and curbing for Bailey Boswell Road (DOT No. 274645R) crossing located at railroad milepost 11.24 on Railway's Wichita Falls Subdivision, Line Segment 485 in Saginaw, Texas in Tarrant County.** Performance of such work will necessarily require Contractor to enter **BNSF RAILWAY COMPANY** (hereinafter called "Railway") right of way and property (hereinafter called "Railway Property"). The Agreement provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for the **City of Saginaw, Texas** (i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

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

1) RELEASE OF LIABILITY AND INDEMNITY

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 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 **$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.
- 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 **$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

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 (**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 **Roadmaster M. Chad Henderson at Office # 817-352-3567 or Mobile # 817-304-3549 and e-mail: Michael.Henderson2@BNSF.com** four (4) weeks advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the project. Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor's expenses for the project.

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

By: _____

Printed Name: _____

Title: _____

Address: _____

City: _____

State: _____ Zip: _____

Fax: _____

Office: _____

Contact Person: _____

Mobile: _____

E-mail: _____

BNSF Railway Company

By: _____

Name: Timothy J. Huya
Manager Public Projects

Accepted and effective this _____day of _____, _____.

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

EXHIBIT D - Railroad Concrete Crossing Estimate for Bailey Boswell Road - DOT No. 274645R

Revised on 8/08/2017

BNSF RAILWAY COMPANY
FHPM ESTIMATE FOR
CITY OF SAGINAW

LOCATION CP 11 | DETAILS OF ESTIMATE | PLAN ITEM : 228089000 | VERSION : 2

PURPOSE, JUSTIFICATION AND DESCRIPTION

PIP TX DIV WICHITA FALLS SUB LS 485 MP 11.24 - LUMP SUM $160,000 BILLABLE TO CITY OF SAGINAW

BNSF TO INSTALL TWO NEW 160-FT CONCRETE CROSSING SURFACES FOR THE MAIN AND SIDING TRACK ON BAILEY BOSWELL ROAD, DOT NO. 274645R, IN SAGINAW, TX ON LS 485, MP 11.24 ON WICHITA FALLS SUBDIVISION, RED RIVER DIVISION.
CITY OF SAGINAW TO CONSTRUCT ROADWAY APPROACHES TO THE NEW CROSSING SURFACE. CITY OF SAGINAW, TEXAS IS $160,000 LUMP SUM BILLABLE FOR PROJECT COST.
BNSF TO RELOCATE THE RH TURNOUT ON TRINITY INDUSTRIES TRACK CLIC # 9812/9811 APPROXIMATELY 16-FT TO THE NORTH AND REPLACE CROSSTIES AND FASTENERS.
ROADMASTER IS M. CHAD HENDERSON

PRIMARY FUNDING SOURCE IS FHWA
** BUY AMERICA(N) APPLIES **

DESCRIPTION	QUANTITY	U/M	COST	TOTAL $
**********				
LABOR				
**********				
PLACE FIELD WELDS - CAP	248.0	MH	7,455	
PLACE FIELD WELDS - OPER	237.6	MH	7,902	
PLACE RAIL/OTM - OPER	129.6	MH	4,149	
REMOVE TRACK	2.7	MH	87	
REPLACE CROSS TIES - CAP	21.6	MH	692	
REPLACE PUBLIC CROSSING - TOTAL REHAB	320.0	MH	9,069	
SURFACE TRACK - REPLACEMENT - CAP	144.0	MH	4,211	
SURFACE TRACK - REPLACEMENT - OPER	32.4	MH	1,071	
UNLOAD BALLAST - REPLACEMENT - CAP	32.0	MH	907	
UNLOAD BALLAST - REPLACEMENT - OPER	2.7	MH	87	
UNLOAD CROSS TIES - REPLACEMENT - CAP	3.0	MH	86	
UNLOAD CROSSING MATERIAL - PUBLIC - CAP	160.0	MH	4,535	
WORK TRAIN - BALLAST - REPLACEMENT - CAP	2.0	MH	95	
PAYROLL ASSOCIATED COSTS			24,344	
DA OVERHEADS			36,909	
EQUIPMENT EXPENSES			21,680	
INSURANCE EXPENSES			6,767	
TOTAL LABOR COST			130,046	130,046
**********				
MATERIAL				
**********				
ASPHALT IN PLACE PER TON	320.0	NT NX	45,344	
BALLAST, FOR GENERIC USE ONLY	532.0	NT **	4,927	
BALLAST, FOR GENERIC USE ONLY	300.0	NT **	2,778	
CLIP PANDROL PR601A F/PNDRL SHLDRS 1321, 6575, 5274	80.0	EA **	204	
TRACK PANEL, 136 STANDARD RAIL, 40 FT- 10 FT TIES-	5.0	EA **	28,585	
TRACK PANEL, 136 STANDARD RAIL, 40 FT- 10 FT TIES-	5.0	EA **	28,585	
RAIL, TRANSN,136/115,BLANK ENDS, NEW TO NEW RAIL,	8.0	EA X	8,264	
SPIKE, TBR SCREW 3/4"X13", F/ROAD XING	720.0	EA **	1,585	
TIE, TRK,10FT,PRE-PLATED,6IN, STD AREA	20.0	EA **	1,915	
WELDKIT, GENERIC FOR ALL RAIL WEIGHTS	31.0	KT **	2,103	
WELDKIT, GENERIC FOR ALL RAIL WEIGHTS	22.0	KT **	1,492	
CONC 136 08-SEC WITH FILLER FOR 10' WOOD TIES **	160.0	FT **	25,920	
CONC 136 08-SEC WITH FILLER FOR 10' WOOD TIES **	160.0	FT **	25,920	
CONCRETE XING RAMP AND PANEL RESTRAINT,	2.0	ST **	620	
MATERIAL HANDLING			6,641	
ONLINE TRANSPORTATION			12,938	
USE TAX			14,011	
OFFLINE TRANSPORTATION			2,015	
TOTAL MATERIAL COST			213,847	213,847
**********				
OTHER				

**********			
EQUIPMENT RENTAL - OPEX	2.0 DAY	7,000	
TOTAL OTHER ITEMS COST		7,000	7,000
PROJECT SUBTOTAL			350,893
CONTINGENCIES			28,146
BILL PREPARATION FEE			3,791
GROSS PROJECT COST			382,830
LESS COST PAID BY BNSF			222,830
TOTAL BILLABLE COST			160,000

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

EXHIBIT D - Railroad Signal Estimate for
Bailey Boswell Road - DOT No. 274645R

Revised on 8/02/2017

BNSF RAILWAY COMPANY
FHPM ESTIMATE FOR
CITY OF SAGINAW

LOCATION CP 11 | DETAILS OF ESTIMATE | PLAN ITEM : 000275959 | VERSION : 7

PURPOSE, JUSTIFICATION AND DESCRIPTION

BAILEY BOSWELL ROAD - SAGINAW, TX; REPLACE CONSTANT WARNING / FLASHERS / GATES; RED RIVER DIV; WICHITA FALLS SUBDIV; LS 485; MP 11.24; DOT# 274645R. SEQ. #60133.

MONTHLY POWER UTILITY COST CENTER : 61698.

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

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

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

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

THE CITY OF SAGINAW, TX IS FUNDING 80% OF THIS PROJECT. BNSF IS FUNDING 20%.

MAINTAIN PROPRIETARY CONFIDENTIALITY.

PRIMARY FUNDING SOURCE IS CITY FUNDS
** BUY AMERICA(N) APPLIES **

DESCRIPTION	QUANTITY	U/M		COST	TOTAL $
**********					
LABOR					
**********					
ELECTRICAL LABOR F/SIGNAL EQUIPMENT	54.0	MH		1,669	
INSTALL INSULATED JOINT	38.08	MH		1,166	
PLACE FIELD WELDS - CAP	75.9	MH		2,461	
SIGNAL FIELD - REPLACE	3000.0	MH		92,490	
SIGNAL SHOP LABOR - CAP	1.2	MH		41	
PAYROLL ASSOCIATED COSTS				58,899	
DA OVERHEADS				89,529	
EQUIPMENT EXPENSES				23,378	
INSURANCE EXPENSES				16,423	
TOTAL LABOR COST				286,056	286,056
**********					
MATERIAL					
**********					
INSUL JT W/PLATES-GENERIC-40 FT-BONDED FOR	4.0	EA	**	9,000	
WELDKIT, GENERIC FOR ALL RAIL WEIGHTS	8.0	KT		543	
ADVANCE PREEMPT PACKAGE	1.0	LS	N	7,293	
ARRESTOR, MDSA-2 XS	1.0	EA	N	729	
BATTERY, 28 VGL-350	1.0	LS	N	8,325	
BELLS	2.0	EA	N	373	
BUNGALOW 8X8 W/ AC	1.0	LS	N	9,560	
BUNGALOW MATERIAL	1.0	LS	N	7,975	
CABLE, 12C/14	1100.0	FT	N	1,914	
CABLE, 19C/14 DAX	1200.0	FT	N	4,632	
CABLE, 2C/6 TW	950.0	FT	N	1,159	
CABLE, 3C/2	150.0	FT	N	876	
CABLE, 5C/10	70.0	FT	N	133	
CABLE, 5C/6	500.0	FT	N	2,070	
CABLE, 7C/14	2400.0	FT	N	4,176	
CHARGERS, 12/80 (20/40/60)	2.0	EA	N	2,067	
CONSTANT WARNING, XP4, 1TK	1.0	EA	N	16,957	
CONVERTER, 2TC	1.0	EA	N	315	
CONVERTOR, 10-10	4.0	EA	N	768	
ELECTRICAL MATERIAL	2.0	EA	N	3,000	
EVENT RECORDER	1.0	EA	N	3,391	
FIELD MATERIAL	1.0	LS	N	9,461	
FILL DIRT	20.0	CY	N	500	
FOUNDATION, CONCRETE	6.0	EA	N	1,711	
GATE KEEPER	6.0	EA	N	10,642	
GATE MECHANISM, S-60	6.0	EA	N	34,377	
GENERATOR, AGC-3	1.0	EA	N	324	
HAWK 48 DIM	1.0	EA	N	1,357	

INDUCTOR, DUMMY LOAD	5.0	EA	N	3,905
LED LIGHT	20.0	EA	N	3,824
LIGHT OUT DETECTOR	2.0	EA	N	1,913
RELAY	35.0	EA	N	26,250
RING-10	1.0	EA	N	108
SHUNT, NBS	10.0	EA	N	10,650
SIGN, STOP AND WAIT	2.0	EA	N	122
SURFACE ROCK	10.0	CY	N	500
SWITCH INSULATED MATERIAL	2.0	LS	N	25,000
X REM HSE - ARRESTOR, MDSA-2 XS	2.0	EA	N	1,458
X REM HSE - BATTERY, 36 VGL-350	1.0	LS	N	10,704
X REM HSE - BUNGALOW 8X8 W/ AC	1.0	LS	N	9,560
X REM HSE - BUNGALOW MATERIAL	1.0	LS	N	7,975
X REM HSE - CABLE, 12C/14 DAX	1400.0	FT	N	3,766
X REM HSE - CABLE, 2C/6 TW	7000.0	FT	N	8,540
X REM HSE - CABLE, 3C/2	600.0	FT	N	3,504
X REM HSE - CHARGERS, 12/80 (20/40/60)	2.0	EA	N	2,067
X REM HSE - CONSTANT WARNING, XP4, 3TK	2.0	EA	N	70,863
X REM HSE - CONVERTOR, 10-10	16.0	EA	N	3,070
X REM HSE - FIELD MATERIAL	1.0	LS	N	4,530
X REM HSE - FILL DIRT	20.0	CY	N	500
X REM HSE - GENERATOR, ACG-3	4.0	EA	N	1,293
X REM HSE - INDUCTOR, DUMMY LOAD	3.0	EA	N	2,343
X REM HSE - RELAY	16.0	EA	N	12,000
X REM HSE - SHUNT, NBS	8.0	EA	N	8,520
X REM HSE - SURFACE ROCK	10.0	CY	N	500
MATERIAL HANDLING				477
ONLINE TRANSPORTATION				1
USE TAX				30,057
OFFLINE TRANSPORTATION				4,490
TOTAL MATERIAL COST				402,118

**********					
OTHER					
**********					
AC POWER SERVICE	2.0	EA	N	8,000	
BUNGALOW, WIRE AND TEST	1.0	LS	N	11,285	
CONTRACT ENGINEERING	1.0	LS	N	18,000	
CONTRACT FLAGGING / SIGNS / CONES	1.0	LS	N	10,000	
DIRECTIONAL BORING	900.0	FT	N	45,000	
MACHINE RENTAL	24.0	DAY	N	4,992	
TRAFFIC ENGINEERING STUDY	1.0	LS	N	10,000	
TOTAL OTHER ITEMS COST				107,277	107,277
PROJECT SUBTOTAL					795,451
CONTINGENCIES					75,326
BILL PREPARATION FEE					8,708
GROSS PROJECT COST					879,485
LESS COST PAID BY BNSF					175,899
TOTAL BILLABLE COST					703,586

City of Saginaw

Meeting Date: 4/7/2020

Agenda Items: (8)

Staff Contact: Rick Trice, P.E.
Director of Public Works

E-mail: rtrice@saginawtx.org

Phone: (817) 230-0449

SUBJECT:
Consideration and Action Regarding an Individual Project Order with Kimley-Horn & Associates, Inc. (KHA) for Bailey Boswell Bridge Construction Phase Services

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BACKGROUND/DISCUSSION:

In May 2013, Saginaw voters approved General Obligation Bonds to provide funds for the Bailey Boswell Road Overpass project.

On February 26, 2020 bids were received for the project. The contract time specified for the project is 650 calendar days. In order to provide technical oversight, railroad and TxDOT coordination and inspection of the project during construction it is recommended that the City contract with KHA for construction phase services.

The contract is divided into three major tasks as generally summarized as follows:

Task 1 - Construction Contract Administration. Task 1 is comprised of general contract administration such as facilitation of meeting, processing documents, coordination between the City and the Contractor and with the railroads and TxDOT, general observation of the project during construction, change orders, shop drawing review/approval, schedules, payments, etc… The estimated effort for the task is 2,100 hours over the 650 calendar day period. Payment will be on an hourly fee rate plus expense basis.

Task 2 - Onsite Project Observation. Task 2 is to provide onsite construction inspection. The inspection is intended to assist the City with insuring that the construction complies with the requirements of the plans, specifications and contract documents. The estimated effort for the task is 2,400 hours over the 650 calendar day period. Payment will be on an hourly fee rate plus expense basis.

Task 3 - Design Modifications and Bid Phase Services. Task 3 is intended to provide compensation for biddings services and for design modifications required by the railroads, TxDOT and Oncor that were either not identified in their design guidelines or were new requirements that became effective late in the design process.

Task Name	Budget Amount
Task 1 - Construction Contract Administration	$375,000
Task 2 - Onsite Project Observation	$425,000
Task 3 - Design Modifications and Bid Phase Services	$60,000
Total	**$860,000**

FINANCIAL IMPACT:

The Financial Impact will be $860,000. Currently, total projected unencumbered funds available from 2015 and 2017 G.O. Bonds is $10,812,438.60. Staff has identified an additional $2,600,000 in funding available for the project increasing the funds available to $13,412,438.60.

Including this action, the total projected encumbrances are the BNSF and UPRR agreements and the construction contract with an estimated total of $14,220,020.04. The estimated funding gap is $807,581.44. Contract expenditures will be funded in the interim through the Fund Balance with the intent of reimbursing the Fund with a future funding mechanism to provide the total required funding.

RECOMMENDATION:

It is recommended that the IPO with Kimley-Horn & Associates, Inc. be approved in an amount not to exceed $860,000 for Bailey Boswell Bridge Construction Phase Services.

ATTACHMENTS:

Description

KHA IPO

Kimley»Horn

February 23, 2020

Mr. Rick Trice
City of Saginaw
205 Brenda Lane
Saginaw, Texas 76179

RE: *Bailey Boswell Bridge Construction Phase Services*

Dear Rick:

Please find attached the Individual Project Order (IPO) No. Bailey Boswell Bridge Construction Phase Services (reference the master agreement dated April 17, 2012).

Please contact me at (214) 420-5640 or brad.rusk@kimley-horn.com should you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.
TBPE No. F-928



Brad Rusk, CPC, CCCA, QPswppp
Project Manager

INDIVIDUAL PROJECT ORDER NUMBER – BAILEY BOSWELL BRIDGE
CONSTRUCTION PHASE SERVICES

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and The City of Saginaw, Texas (the "Client" or "City") in accordance with the terms of the Master Agreement for Continuing Professional Services dated April 17, 2012, which is incorporated herein by reference.

Identification of Project: Bailey Boswell Road Overpass – Construction Phase Services

Project Understanding:

The basis for this project is construction of the Bailey Boswell Road Overpass. This scope of services will provide construction contract administration and onsite project observation. The anticipated construction contract duration is 650 Calendar Days.

Scope of Services:

Task 1 Construction Contract Administration

This task includes the Consultant performing Construction Contract Administration for this project. This task may include the following subtasks. The budget for this task is based upon 2,100 hours of effort and a 650 Calendar Day construction contract duration. A portion of the hours for the tasks are expected to be completed during night work or weekend work.

Exceeding the 2,100 hours budgeted will be considered Additional Services.

- Pre-Construction Conference – The Consultant will conduct a pre-construction conference prior to commencement of work at the site.
- Progress Meetings – The Consultant will coordinate and document construction progress meetings every two weeks with the City and the Contractor to review the status of the construction schedule, current submittal log, current RFI log, any ongoing project issues, and any current project impacts related to time and/or cost.
- Project Coordination – The Consultant will perform coordination with inspection personnel, materials testing personnel, City staff and the Contractor on an as-needed basis regarding the scheduling of key construction activities, project documentation, and known project issues. The purpose of this coordination will be to facilitate communication and resolution of outstanding items to promote progress of the project during construction. This activity will promote proper coordination with Railroad and TxDOT personnel. This activity will include project status reports to be submitted on a regular basis.
- Visits to Site and Observation. Consultant will be on site regularly to observe the progress of the Work. Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the Work.
    - The purpose of Consultant's site visits will be to enable Consultant to better carry out the duties and responsibilities specifically assigned in this Agreement to Consultant,

and to provide Client a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents

- Contractor Schedule Review – The Consultant will perform a review of contractor's construction schedule. An initial schedule will be reviewed for schedule health and for consistency with project phasing and contract time limits. Comments will be provided to the Contractor and the City. This activity includes a comment resolution meeting to assist in the acceptance of a baseline schedule for the project.
- Shop Drawings and Samples – The Consultant will coordinate submittal, shop drawing and RFI review to track that appropriate parties receive the submitted information from the Contractor, reviewers respond in the required time, any questions are addressed, and all submitted items are documented.
- Change Orders – The Consultant will coordinate change order review to arrange for the appropriate parties to receive the submitted information from the Contractor, reviewers to respond in the required time, any questions are addressed, and all submitted items are properly documented.
- Contractor Requests Related to Time and/or Cost – The Consultant will review Contractor requests for additional contract time and/or cost. The Consultant will review contractor documentation of project impacts to evaluate compliance with construction contract requirements, justification of proposed time and/or cost impacts, and the general reasonableness of requests.
- Inspections and Tests – The Consultant may require special inspections or tests of Contractor's work as Consultant deems appropriate and may receive and review certificates of inspections within Consultant's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. Consultant's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such tests and the facts being certified.
- Disagreements between Client and Contractor – The Consultant will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Consultant shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- Applications for Payment – Based on its observations and on review of applications for payment and accompanying supporting documentation, Consultant will determine the amounts that Consultant recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Consultant's representation to Client, based on such observations

and review, that, to the best of Consultant's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, Consultant's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.

- By recommending any payment, Consultant shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Consultant in this Agreement. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to Client free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between Client and Contractor that might affect the amount that should be paid.
- Substantial Completion – The Consultant will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, coordinate a substantial completion walkthrough. This activity will include the documentation of substantial completion observations and deficiencies.
- Final Notice of Acceptability of the Work – The Consultant will coordinate a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend, in writing, final payment to Contractor.
- Limitation of Responsibilities – The Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.

Task 2 Onsite Project Observation

This task includes the Consultant performing Onsite Project Observation beyond what is described in Task 1. Onsite observation for key construction activities may include, but will not necessarily be limited to, MSE wall construction, drill shaft construction, column and abutment construction, temporary bent installation, bridge beam installation, bridge deck construction, and deck railing construction.

This task may include the following subtasks. The budget for this task is based upon 2,400 hours (110 hours per month) of effort per a 650 Calendar Day construction contract duration. A portion of the hours for the tasks are expected to be completed during night work and weekend work.

- Visits to Site and Construction Observation – The Consultant will provide periodic on-site construction observation services during the construction phase. Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the

general progress of the Work. Periodic onsite observation for key construction activities may include, but will not necessarily be limited to, MSE wall construction, drill shaft construction, column and abutment construction, temporary bent installation, bridge beam installation, bridge deck construction, and deck railing construction.

- The purpose of Consultant's site visits will be to enable Consultant to better carry out the duties and responsibilities specifically assigned in this Individual Project Order to Consultant, and to provide Client a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
- Recommendations with Respect to Defective Work – The Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Consultant believes that such work will not produce a completed Project that conforms generally to Contract Documents.
- The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Individual Project Order. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

Task 3 Design Modifications and Bid Phase Services

A. Design Modifications

Comments were received from Union Pacific Railroad in October 2019 which required revisions to the bridge plans. Some of the comments are not documented in their Grade Separation Railroad Guidelines, however are a requirement that needed to be made to obtain approval. In addition to UPRR comments, the illumination plans were updated to meet TxDOT Standards vs. Oncor Standards. The following design modifications are required:

- Updated all plan sheets with new seal and dates
- Final Quality Control Review and sheet revisions
- Bridge plans column design was updated per UPRR comments.
- Splice and K-frame location was revised over UPRR tracks per comments
- Illumination Plans and wiring design were revised to meet TxDOT standards

B. Bid Phase Services for Re-Bid

The project was issued for bid in February 2019 and cancelled. The Consultant will perform the following tasks:

- Bid Document Preparation and Contractor Notification. Consultant will issue bid packages for the submittal of quotations to perform the work and conduct pre-bid meetings with potential bidders. Consultant will tabulate the bids received and evaluate compliance of bids with the bidding documents. Consultant will prepare a written summary of this tabulation and evaluation. If requested, Consultant will notify the selected Contractor.
- Prepare for and conduct a pre-bid meeting with prospective bidders.
- Respond to Requests for Information (RFI's).
- Issue addenda as appropriate to interpret, clarify, or expand the bidding documents.

Services Not Included

Any other services, including but not limited to the following, are not included in this Individual Project Order:

- Professional Services Related to Easement Acquisition
- Franchise Utility Coordination and/or Design beyond those specifically included in the Scope of Services referenced above.
- Subsurface Utility Engineering (SUE)
- Construction staking or other survey services.
- Construction permitting.
- Additional construction contract administration responsibilities beyond those specifically included in the Scope of Services above.
- Additional site observation beyond what is specifically included in the Scope of Services above.
- Establishing new survey monuments for any of the proposed sites.
- Sampling, testing, or analysis beyond that specifically included in the Scope of Services referenced herein above.
- Providing professional services associated with the discovery of any hazardous waste or materials in the project route.
- Assisting Client or Contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, will be furnished by Consultant on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the Client.
- Any services not listed in the Scope of Services above.

Schedule

Consultant will begin services upon the initiation of pre-construction activities and receipt of Notice to Proceed.

Fee and Expenses

Consultant will perform the services in Tasks 1 and 2 on a labor fee plus expense basis with the maximum labor fee shown below.

Task Name	Budget Amount
Task 1 – Construction Contract Administration	$ 375,000.00
Task 2 – Onsite Project Observation	$ 425,000.00
Subtotal	$ 800,000.00

The Consultant will not exceed the total maximum labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. The Consultant reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly.

The Consultant will perform the services in Tasks 3 for the total lump sum fee of $60,000.

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed.

All permitting, application, and similar project fees will be paid directly by the Client.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

ACCEPTED:

CITY OF SAGINAW, TEXAS

BY:_____
Gabe Reaume
City Manager

DATE:_____

KIMLEY-HORN AND ASSOCIATES, INC.

BY: Scott R. Arnold
Scott R. Arnold
Vice President

DATE: February 23, 2020

City of Saginaw

Meeting Date: 4/7/2020

Agenda Items: (9)

Staff Contact: Kim Quin
Finance Director

E-mail: kquin@saginawtx.org

Phone: 817-230-0332

SUBJECT:
PUBLIC HEARING - Consideration and Action regarding Resolution No. 2020-11, FY2019-2020 Mid-Year Budget Revisions

BACKGROUND/DISCUSSION:
This item requires a public hearing. Each year in April, the current fiscal year budget is reviewed and updated for necessary changes. The attached memo from Finance Director Quin outlines the proposed revisions necessary to maintain a balanced budget. Adoption of the proposed resolution will modify the budget as detailed in the attachment.

FINANCIAL IMPACT:
The financial impact by fund can be fund in the attachment. Funding for projects budgeted in the previous fiscal year but not completed by September 30, 2019 must be carried forward to budget for the completion of the project in the current fiscal year. The budget must also be amended for projects that have been approved by the City Council since the beginning of the fiscal year. The attachment details each of these items.

RECOMMENDATION:
Staff recommends approval of Resolution No. 2020-11 adopting the mid-year budget revisions.

ATTACHMENTS:

Description

Mid-year budget adjustments explanation
Mid-year budget adjustments

M E M O R A N D U M

DATE: March 25, 2020

TO: Gabe Reaume, City Manager

FROM: Kim Quin, Finance Director

RE: 2019-2020 Mid-year Budget Adjustments

The attached schedule shows the recommended mid-year budget adjustments. The changes are described below.

General Fund –

- An increase ($59,000) in Other Income for the Project Dream Play contribution to the playground at Willow Creek Park.
- The overtime expenses for the Train and Grain Festival total $21,000. These expenses are offset for most departments with salary savings due to vacant positions. The city-wide cost of overtime and compensatory time liability due to the Festival was $39,500.
- Funding for concrete repair around the Police Station ($12,285). These necessary repairs were discovered during planning for the parking lot expansion. The work will be done as part of the parking lot project which was approved by the City Council on February 4, 2020.
- Funding carried forward for the traffic signal at Knowles and McLeroy ($56,210).
- Funding carried forward for the Basswood Developer Agreement ($154,450).
- Funding carried forward for the Food Truck Park and Farmer's Market ($169,000).
- Funding carried forward for the playground at Willow Creek Park ($247,100).
- Increase funding of $25,085 for the mowing contract. The budget distribution between the parks and public works line items is being redistributed based on the contract approved by the City Council on March 17, 2020.
- The elimination of the Economic Development Director position results in savings used to fund a Management Analyst position added for City Secretary and Public Works functions, an increase in the compensation for the Community Services Director, and the contract for retail recruitment approved by the City Council on March 3, 2020.
- The budget for Building Improvement Grants is increased for the carry forward of two grants from last year and grants approve by the City Council in the current year that exceed the original budget amount. The increased funding is transferred from the economic development incentive line item.

- Funding is increased for telecommunication expenses related to improvements at the Depot building. The contract for these services was approved by the City Council on November 19, 2019.

Additional revenues total $59,000. The use of General Fund balance is $606,265. The projects being carried forward from last fiscal year total $634,570. These projects were budgeted but not completed at fiscal year-end. The unspent balance of the incomplete projects is added back to the fund balance until the budget is modified to fund the remaining expenses. The budget modification will provide funding for the completion of these projects in the current fiscal year.

Enterprise Fund –

- The overtime expenses for the Train and Grain Festival total $2,500. These expenses are offset with salary savings due to vacant positions.
- Funding carried forward for the design of the Saginaw Blvd 16" waterline phase 2 ($50,000). This project is funded by water impact fees which will be transferred from the Enterprise Escrow Fund.
- Funding carried forward for the construction of the Fairmont Sewer Phase 1 project ($1,041,115).
- Funding carried forward for FM 156 utility relocations ($62,500).
- Funding carried forward for the inflow and infiltration remediation projects that were not completed last fiscal year ($88,500).
- Funding carried forward for the BNSF utility relocation (25,500).

The use of Enterprise Fund balance is $1,217,615. These projects were not completed and are being carried forward from last fiscal year. The budget modification will provide funding for these projects in the current fiscal year.

Capital Projects Fund –

- Funding for the remainder of the Bailey Boswell Reconstruction Project Phases 2&3 ($628,890).
- Funding is also carried forward for the projects funded with tax note proceeds which were authorized by the City Council on July 23, 2019.

The use of Capital Projects Fund balance is $2,585,890. These projects were not completed and are being carried forward from last fiscal year. The budget modification will provide funding in the current fiscal year.

Drainage Utility Fund –

- Funding carried forward for the Basswood Developer agreement ($268,000).
- Funding carried forward for East Cement Creek drainage design ($112,980).
- Funding carried forward for the Knowles Drive conceptual design ($40,875).

The use of Drainage Utility Fund balance is $421,855. The projects being carried forward from last year were not completed. The budget modification will provide funding in the current fiscal year.

Street Maintenance Fund –

- Funding carried forward for the Knowles Drive conceptual design ($33,375).
- Funding for the design and construction documents for McLeroy curb and gutter project ($14,000) approved by the City Council on January 21, 2020 and ($30,000) on March 17, 2020.
- Funding carried forward for Anderson Street reconstruction ($51,000).

The use of Street Maintenance Fund balance is $128,375.

Donations Fund –

- Parks donation funding for a deposit on fireworks display ($6,000) approved by the City Council on November 19, 2019.
- Beautification donation funding for decorative wrapping of traffic control boxes ($5,450) approved by the City Council on October 1, 2019.
- Beautification donation funding for holiday lighting ($10,250) approved by the City Council on November 5, 2019.

The use of Donations fund balance is $21,700. The budget modification will provide funding for these projects in the current fiscal year.

General Escrow Fund –

- Hotel/Motel tax funding for the Farmer's Market management agreement ($30,000) approved by the City Council on March 17, 2020.
- Insurance deductible funding for the Depot roof replacement ($22,230) approved by the City Council on December 3, 2019.
- Funding carried forward for the Basswood Developer agreement ($60,310).

The use of General Escrow Fund balance is $112,540. The budget modifications will provide funding in the current fiscal year.

Enterprise Escrow Fund –

- Water impact fee funding carried forward for the design of the Saginaw Blvd 16" water line phase 2 project ($50,000). Funding is transferred to the Enterprise Fund.

The use of Enterprise Escrow Fund balance is $50,000.

MID-YEAR BUDGET ADJUSTMENTS
FY 2019-2020

ACCOUNT DESCRIPTION	ACCT NUMBER	REVENUES	EXPENSES	COMMENTS
General Fund				
Other Income	01-3910-00-00	$ 59,000.00		Final contribution from Dream Play
Salaries	01-4010-04-00		$ (2,455.00)	Fire - Salary Savings
Overtime	01-4015-04-00		$ 2,455.00	Fire - Train & Grain overtime
Salaries	01-4010-05-00		$ (7,265.00)	Police - Salary Savings
Overtime	01-4015-05-00		$ 7,265.00	Police - Train & Grain overtime
Salaries	01-4010-06-00		$ (3,525.00)	Public Works - Salary Savings
Overtime	01-4015-06-00		$ 3,425.00	Public Works - Train & Grain overtime
Overtime	01-4015-07-00		$ 100.00	Parks - Train & Grain overtime
Overtime	01-4015-11-00		$ 1,080.00	Animal Services Train & Grain overtime
Social Security	01-4150-11-00		$ 85.00	Animal Services Train & Grain social security
TMRS	01-4160-11-00		$ 230.00	Animal Services Train & Grain TMRS
Building Maintenance & Repairs	01-4900-06-00		$ 12,285.00	Police Station concrete work
Capital Outlay/Special Request	01-7000-06-00		$ 56,210.00	Carry forward of signal at Knowles/McLeroy
Capital Outlay/Special Request	01-7000-06-00		$ 154,450.00	Carry forward of Basswood Developer Agreement
Capital Outlay/Special Request	01-7025-06-00		$ 169,000.00	Carry forward of Food Truck Park/Farmer's Market
Capital Outlay/Special Request	01-7000-07-00		$ 247,100.00	Carry forward of Willow Creek Park playground
Contract Services - mowing	01-5245-06-00		$ (14,790.00)	Funding required for new mowing contract
Contract Services - mowing	01-5245-07-00		$ 39,875.00	Funding required for new mowing contract
Salaries	01-4010-13-00		$ (67,000.00)	ED Director savings
Social Security	01-4150-13-00		$ (5,100.00)	ED Director savings
TMRS	01-4160-13-00		$ (14,500.00)	ED Director savings
Insurance	01-4180-13-00		$ (10,500.00)	ED Director savings
Salaries	01-4010-02-00		$ 28,310.00	Mgt Analyst added City Secretary/PW
Social Security	01-4150-02-00		$ 2,170.00	Mgt Analyst added City Secretary/PW
TMRS	01-4160-02-00		$ 6,200.00	Mgt Analyst added City Secretary/PW
Insurance	01-4180-02-00		$ 8,500.00	Mgt Analyst added City Secretary/PW
Salaries	01-4010-08-00		$ 7,000.00	Comm Serv Dir salary adjustment
Social Security	01-4150-08-00		$ 540.00	Comm Serv Dir salary adjustment
TMRS	01-4160-08-00		$ 1,550.00	Comm Serv Dir salary adjustment
Cotractual Services	01-5250-13-00		$ 30,000.00	Retail recruitment contract
Economic Development Incentive	01-6141-13-00		$ (8,030.00)	Reduce funding to to increase BIG program
Building Improvement Grants	01-6142-13-00		$ 1,650.00	Kwik Kar
Building Improvement Grants	01-6142-13-00		$ 1,380.00	Saginaw Nurition
Building Improvement Grants	01-6142-13-00		$ 5,000.00	Julien & Lambert
Building Improvement Grants	01-6142-13-00		$ 7,810.00	BIG program carry forward (Bonds/Fierro)

MID-YEAR BUDGET ADJUSTMENTS
FY 2019-2020

ACCOUNT DESCRIPTION	ACCT NUMBER	REVENUES	EXPENSES	COMMENTS
Telephone Expenses	01-6850-14-00		$ 4,760.00	additional telecommunications for Depot building
USE OF FUND BALANCE		**$ 606,265.00**		
GENERAL FUND TOTAL		**$ 665,265.00**	**$ 665,265.00**	
Enterprise Fund				
Salaries	05-4010-50-00		$ (2,500.00)	W/WW - Salary Savings
Overtime	05-4015-50-00		$ 2,500.00	W/WW - Train & Grain overtime
TSF FR W/WW Escrow Fund	05-9125-00-00	$ 50,000.00		Carry forward design for Saginaw Blvd 16" WL PH2
Fairmont Sewer Rehab Phase1	05-7021-55-00		$ 1,041,115.00	Carry forward project -increased construction cost
Saginaw Blvd 16" WL PH2	05-7022-55-00		$ 50,000.00	Carry forward design
FM 156 utility relocation	05-7023-55-00		$ 62,500.00	Carry forward project -decreased construction cost
I&I projects	05-7024-55-00		$ 88,500.00	Carry forward project
BNSF Utility Relocation	05-7026-55-00		$ 25,500.00	Carry forward project
USE OF FUND BALANCE		**$ 1,217,615.00**		
ENTERPRISE FUND TOTAL		**$ 1,267,615.00**	**$ 1,267,615.00**	
Capital Projects Fund				
Bailey Boswell Recon Phase2	06-4048-17-00		$ 314,445.00	Carry forward construction contract
Bailey Boswell Recon Phase3	06-4049-17-00		$ 314,445.00	Carry forward construction contract
Police Station parking lot	06-4054-19-00		$ 65,000.00	Tax note funding
Willow Creek Park playground	06-4055-19-00		$ 275,000.00	Carry forward of Willow Creek Park playground-tax note
Street/Sidewalk improvements	06-4056-19-00		$ 58,000.00	Tax note funding
Land	06-7001-19-00		$ 1,559,000.00	Tax note funding
USE OF FUND BALANCE		**$ 2,585,890.00**		
CAPITAL PROJECTS FUND TOTAL		**$ 2,585,890.00**	**$ 2,585,890.00**	

MID-YEAR BUDGET ADJUSTMENTS
FY 2019-2020

ACCOUNT DESCRIPTION	ACCT NUMBER	REVENUES	EXPENSES	COMMENTS
Drainage Utility Fund				
Capital Outlay/Special Request	14-7000-00-00		$ 268,000.00	Carry forward of Basswood Developer Agreement
Capital Outlay/Special Request	14-7000-00-00		$ 112,980.00	Carry forward East Cement Creek design
Capital Outlay/Special Request	14-7000-00-00		$ 40,875.00	Knowles conceptual design
USE OF FUND BALANCE		**$ 421,855.00**		
DRAINAGE UTILITY FUND TOTAL		**$ 421,855.00**	**$ 421,855.00**	
Street Maintenance Fund				
Capital Outlay/Special Request	16-7000-00-00		$ 33,375.00	Knowles conceptual design
Capital Outlay/Special Request	16-7000-00-00		$ 14,000.00	Engineering contract McLeroy curb and gutter
Capital Outlay/Special Request	16-7000-00-00		$ 30,000.00	Engineering contract McLeroy curb and gutter-amendment
South Streets	16-4008-00-00		$ 51,000.00	Carry forward Anderson St reconstruction
USE OF FUND BALANCE		**$ 128,375.00**		
STREET MAINTENANCE FUND TOTAL		**$ 128,375.00**	**$ 128,375.00**	
Donation Fund				
Special Programs	20-5232-61-00		$ 6,000.00	fireworks deposit
Supplies	20-4750-63-00		$ 5,450.00	wrap traffic control boxes
Contract Services	20-5245-63-00		$ 10,250.00	holiday lighting
USE OF FUND BALANCE		**$ 21,700.00**		
DONATION FUND TOTAL		**$ 21,700.00**	**$ 21,700.00**	

MID-YEAR BUDGET ADJUSTMENTS
FY 2019-2020

ACCOUNT DESCRIPTION	ACCT NUMBER	REVENUES	EXPENSES	COMMENTS
General Escrow Fund				
Contractual Services	21-5245-32-00		$ 30,000.00	Management agreement for Farmer's Market
Maintenance and Repairs	21-4900-43-00		$ 22,230.00	Insurance escrow- roof replacement Depot building
Capital Outlay/Special Request	21-7000-47-00		$ 60,310.00	Carry forward of Basswood Developer Agreement
USE OF FUND BALANCE		**$ 112,540.00**		
GENERAL ESCROW FUND TOTAL		**$ 112,540.00**	**$ 112,540.00**	
Enterprise Escrow Fund				
Transfer to Enterprise Fund	25-9205-51-00		$ 50,000.00	Carry forward design Saginaw Blvd 16" WL PH2
USE OF FUND BALANCE		**$ 50,000.00**		
GENERAL ESCROW FUND TOTAL		**$ 50,000.00**	**$ 50,000.00**	

City of Saginaw

Meeting Date: 4/7/2020

Agenda Items: (10)

Staff Contact: Keith C. Rinehart
Director of Community & Economic Development

E-mail: krinehart@saginawtx.org

Phone: 8172300331

SUBJECT:
Update on Building Improvement Grant Program

BACKGROUND/DISCUSSION:
This program provides matching grants to reimburse commercial property owners or business operators for Eligible Enhancements made to their properties. The program is for any commercial business in the City of Saginaw that is looking to enhance their existing site visually, or in ways that increase the viability of the property for business use. This includes uses allowed in the zoning classifications: Community Commercial, Neighborhood Commercial, Office Professional, Light Industrial, Heavy Industrial, and within Planned Developments.

This presentation is an update of the success of the reinvestment in Saginaw.

FINANCIAL IMPACT:
NA

RECOMMENDATION:
NA

City of Saginaw

Meeting Date: 4/7/2020

Staff Contact: Kim Quin
Finance Director

Agenda Items: (12)

E-mail: kquin@saginawtx.org

Phone: 817-230-0332

SUBJECT:
BUDGET WORKSHOP - Tax Rate Presentation

BACKGROUND/DISCUSSION:
With the passage of Senate Bill 2, there are changes in terminology, calculation methodology, and timing of the tax rate adoption process. The tax rate calculation may also be affected by the Governor's disaster declaration.

FINANCIAL IMPACT:
The tax rate impacts funding of the FY20/21 budget.

RECOMMENDATION:
This is a workshop to discuss issues affecting the FY20/21 budget. No action will be taken.