

COPY

Dallas County
CSJ 2964-01-040
Project C 2964-1-40
SH 161 Mainlanes: DOT No. 924 430N
Frontage Roads:
SBFR DOT No. 924 108M (New)
NBFR DOT No. 924 109U (New)
Jefferson Street: DOT No. 794950L
In Grand Prairie
TxDOT Contract Number _____

STATE OF TEXAS §

COUNTY OF TRAVIS §

STATE HIGHWAY 161

HIGHWAY UNDERPASS and NEW AT-GRADE CROSSING

RAILROAD LICENSE and FORCE ACCOUNT AGREEMENT

THIS AGREEMENT, made and entered into on the date hereinafter shown as being fully executed, by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," the North Texas Tollway Authority, a Texas political subdivision, hereinafter called the "NTTA," acting by and through its Board of Directors, the Union Pacific Railroad Company, a Delaware corporation, hereinafter called the "Railroad," acting by and through its official contracting executives, and the City of Grand Prairie, hereinafter called the "City," acting by and through its duly authorized City official.

W I T N E S S E T H

WHEREAS, the State and the NTTA propose to extend and construct State Highway 161 from SH 183 south to IH 20 along the western boundary of Dallas County ("SH 161") across the Railroad's rail line at DOT No. 924 430N (Railroad Milepost 227.51) in Grand Prairie, Dallas County, Texas by constructing a new highway-underpass structure, two (2) dedicated one-way frontage-road at-grade crossings with active warning devices to accommodate local traffic at Railroad Milepost 227.54, new DOT No. 924 108M ("SH 161 Southbound Frontage Road"), and Railroad Milepost 227.48, new DOT No. 924 109U ("SH 161 Northbound Frontage Road"), and tolled main lanes underneath the highway-underpass structure, to be hereinafter collectively identified as the "Project", at the specific locations shown in the "Final Plans and Specifications" attached hereto as Exhibit A and made a part hereof, and

WHEREAS, in conjunction with the Project, it will be necessary to install highway grade crossing safety devices and surface improvements at Jefferson Street, Railroad Milepost 227.38, DOT No. 795462L, in Grand Prairie, Dallas County, Texas, as detailed in Exhibit A, and

WHEREAS, in order to facilitate, and in consideration for, the construction of the grade crossings, the City has adopted a Railroad Grade Crossing Consolidation Resolution ("Resolution No. 3990"), which is attached hereto and identified as Attachment 1, mandating the permanent closure of the crossings DOT No. 794 953G (Southeast 5th Street), DOT No. 794 956C (Southwest 5th Street), and DOT No. 794 958R (Southwest 14th Street) and removal of the crossing surfaces, the approaches, and related crossing signal equipment, and

WHEREAS, the NTTA proposes to install highway-traffic-control signals at the intersections of SH 161 Southbound Frontage Road and State Highway 180 (Main Street) and SH 161 Southbound Frontage Road and Jefferson Street and at the intersections of SH 161 Northbound Frontage Road and State Highway 180 (Main Street) and SH 161 Northbound Frontage Road and Jefferson Street in Grand Prairie, Dallas County, Texas. The NTTA, the State, the City, and the Railroad, severally and collectively, agree to interface the highway-traffic-control signals on SH 161 Southbound Frontage Road and Jefferson Street with the grade-crossing warning device at DOT No. 924 108M (Railroad Milepost 227.54) and to interface the highway traffic control signals on SH 161 Northbound Frontage Road and State Highway 180 (Main Street) with the grade-crossing warning device at DOT No. 924 109U (Railroad Milepost 227.48) to provide advance preemption, and to coordinate the operation of said warning system as shown in Exhibit A, and

WHEREAS, the Railroad agrees to install the necessary materials required to interface the highway-traffic-control signals with the grade-crossing warning devices as shown in Exhibit A, and

WHEREAS, on May 9, 2008 the Railroad and the State entered into a Highway-Railroad Preliminary Engineering Agreement, attached hereto and identified as Attachment 2, authorizing the Railroad to assist the State in the development of the Project's preliminary engineering services and authorizing reimbursement to the Railroad for actual costs that are incurred for collaborating in the development of the Project's preliminary engineering and other preliminary activities prior to execution of this Agreement, and

WHEREAS, as between the Railroad and the NTTA, all work to be performed and all materials to be provided under this Agreement by the State, the NTTA and the City shall be at the NTTA's expense (except as otherwise provided in Section 17.d.), unless otherwise specifically identified herein (but nothing contained herein shall affect the respective obligations and liabilities among the NTTA, the City and the State under any other agreement(s) between such parties relating to SH 161 and the Project, except as provided in Section 8).

A G R E E M E N T

NOW THEREFORE, in consideration of the premises and of mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

1. GRANT OF LICENSE AND PERMISSION.

a. The Railroad hereby grants to the State and the NTTA license and permission for the construction, installation, reconstruction, repair, maintenance, operation and use by the State, the NTTA, and its or their Contractors and employees of the aforesaid, underpass structure(s) and SH 161 across the Railroad's property and under its track at the intersection of the Railroad's rail line and SH 161 at the specific locations shown in Exhibit A on the terms and conditions set forth herein. The license given hereby, shall not prevent the Railroad from operating its trains or multiplying or changing (at no cost to the State, the NTTA, or the City, unless mutually agreed otherwise in writing) its track or constructing, installing, repairing and reconstructing rail facilities and structures across the land over which the license has been given or over the underpass contemplated hereby, provided that such use does not unreasonably interfere with the rights granted to the State and the NTTA herein.

b. The Railroad hereby gives to the State, the NTTA, the City license and permission for the construction, installation, reconstruction, repair, maintenance, operation, and use by the State, the NTTA, the City, and its or their Contractors and employees of two (2) dedicated one-way frontage road at-grade crossings across the Railroad's rail line, one at new DOT No. 924 108M (SH 161 Southbound Frontage Road) and one at new DOT No. 924 109U (SH 161 Northbound Frontage Road), at the specific locations shown in Exhibit A with said highway facilities to be constructed across Railroad right of way at the specific locations shown in Exhibit A on the terms and conditions set forth herein. The license hereby given, shall not prevent the Railroad from operating its trains or multiplying or changing (at no cost to the State, the NTTA, or the City, unless mutually agreed otherwise in writing) its tracks over which the license has been given

or constructing, installing, repairing and reconstructing rail facilities and structures, provided that such use does not unreasonably interfere with the rights granted to the State, the NTTA and the City herein.

c. The license is subject to the existing rights of utility companies and signboard companies to maintain and operate facilities and signboards thereon and thereover, and the State and/or the NTTA and/or the City will make their own arrangements with the utility companies for any necessary relocation or alteration of said facilities and signboards.

(i) Advertising signboard(s) and appurtenances ("Sign Improvements") are located on the Railroad's right of way pursuant to the Master Signboard Site License Agreement between the Railroad and Eller Media Company (now known as Clear Channel Outdoor, Inc., herein "Clear Channel") dated September 30, 1997 (the "Eller Agreement"). If the NTTA determines that the location of Sign Improvements (the "Sign Sites") conflict with the Project and want the Sign Improvements removed from the Railroad's right of way, the NTTA shall follow the procedures set forth below in Subsections 1.c(ii) through (v), below.

(ii) If the Sign Improvements are to be permanently removed from Railroad's right of way, the Railroad will, (A) proceed to withdraw the Sign Site(s) from the Eller Agreement pursuant to the terms and procedures of the Eller Agreement; (B) send to Clear Channel notices of (1) withdrawal of the Signs Sites from the Eller Agreement, and (2) the Railroad's election for Clear Channel to cause termination of all Sign Site sublicenses (if any) and remove the Sign Improvements from the Sign Sites; and (C) set the effective date of withdrawal in the notices to not less than thirty-five (35) days after the withdrawal notice is deposited by the Railroad in United States certified mail, and (D) direct Clear Channel in the notices to complete removal of the Sign Improvements on or before forty-five (45) days after the effective date of withdrawal. The Railroad will provide the State, the NTTA and the City with a copy of said notices after they are sent by the Railroad to Clear Channel. The withdrawal notice will state the effective date of the withdrawal, the actual withdrawal fee and show its calculation. The NTTA shall be solely responsible for all costs associated with said Sign Site withdrawal and Sign Improvement removal process, including timely payment of the aforesaid withdrawal fee.

(iii) If the Sign Improvements are to be temporarily removed and reinstalled at their previous location on Railroad's right of way, notwithstanding anything contained in this Section 1.c. to the contrary, the NTTA may contact Clear Channel to negotiate the temporary removal and subsequent reinstallation of Sign Improvements to the extent such temporary removal is required for the prosecution of the work hereunder but not for the subsequent operation of the permanent improvements being constructed hereunder provided and on the condition that both the Railroad and Clear Channel approve the terms and conditions of such temporary approval in writing, which approval shall not be unreasonably withheld or unduly delayed and which shall in no event result in costs or charges to the Railroad. No temporary removal or subsequent reinstallation may occur at a new location on Railroad's right of way without the Railroad's prior consent; the Railroad shall, in addition, have the right to review and approve or disapprove in advance the plans and specifications for any Sign Improvement reinstallation on the Railroad's right of way.

(iv) The Railroad will have no duty to enforce the obligations of Clear Channel and/or its sublicensee(s) with respect to withdrawal of the Sign Sites, including, without limitation, any obligations of Clear Channel and/or its sublicensee(s) to remove the Sign Improvements after withdrawal. Except for the express obligations of the Railroad as set forth in this Section 1.c., the NTTA, at its sole expense, shall assume full responsibility for investigating, settling, and satisfying all claims arising out of any Sign Site withdrawals and Sign Improvement removals, whether permanent or temporary, including without limitation claims for compensation by sign owners, Site Sign sublicensees, and customers of Clear Channel. The Railroad will assign to the NTTA, upon request, the Railroad's rights to enforce Clear Channel's Sign Site withdrawal and Sign Improvement removal obligations as set forth in the Eller Agreement; provided that the Railroad shall cooperate reasonably with the NTTA in the enforcement of such rights, but shall not be obligated to incur any unreimbursed expense or liability in connection therewith.

(v) Within sixty (60) days after the effective date of any Sign Site withdrawal, the NTTA will pay the Railroad an amount equal to the withdrawal fee due Clear Channel for withdrawing the Sign Sites from and pursuant to the terms of the Eller Agreement. After the Railroad receives said sum, Railroad will promptly pay Clear Channel said withdrawal fee pursuant to the terms of the Eller Agreement and shall promptly provide evidence of such payment to the NTTA.

d. No legal right which the Railroad now has to reconstruct, maintain, and operate its existing track and appurtenances or to construct, maintain, and operate additional track and appurtenances upon and across said property (in each case at no cost to the State, the NTTA, or the City, unless mutually agreed otherwise in writing) shall in any way be affected by the giving of this license, provided that such use does not unreasonably interfere with the rights granted to the State, the NTTA and the City herein.

e. It is agreed that should any portion of the roadway utilizing the license provided under this Agreement cease to be used for road or highway purposes (other than temporary closures for construction, reconstruction, repairs and renovation of the highways, roadways and related structures or otherwise for reasons of public safety), this license as to the portion so abandoned, shall immediately cease and terminate.

f. The license and permission granted in this Agreement is given:

(i) "AS IS" without warranty of title, and subject to all matters of record. The Railroad does not make any representations as to the title to its property and gives the aforesaid license and permission without warranty of title, either express or implied, and specifically excluding the warranties of title arising by virtue of §5.023 of the Texas Property Code (or its successor) and all other warranties of title that might arise by common law or statute;

(ii) "AS IS" with all faults, including but not limited to any and all pollutants, asbestos, underground storage tanks and/or any other hazardous materials. The Railroad has not made any representations or warranties as to the condition of its property. The State, the NTTA, the City and their Contractors waive any and all causes of action, claims, demands, and damages based on any warranty, express or implied, including but not limited to any implied warranty of suitability for a particular purpose, any and all warranties of habitability, and any other implied warranties not expressly set forth in this Agreement. The State, the NTTA, the City and their Contractors have fully exercised the right to inspect the Railroad's property for any defects as to the suitability of such property for its intended purposes. Except as expressly provided in this Agreement, the Railroad will not have to make any expenditure, incur any obligations, or incur any liability of any and whatever in connection with this Agreement or the maintenance, operation or repair of its property. The provisions of this Section shall survive the expiration or termination of this Agreement; and

(iii) Solely for the purposes set forth in Sections 1.a. and 1.b. and not for the purpose of apportioning this license and permission for the benefit of third parties, including without limitation public utilities, fiber optic and cable companies, and units of government.

g. For the purposes of this Agreement, the terms "Contractor" or "Contractors" shall mean the agent or independent contractor of the State or the NTTA or the City, as applicable, and their subcontractors and those additional persons or parties acting by or through them.

h. Following completion of the construction depicted on the Final Plans and Specifications that is the subject of this Agreement, no subsequent reconstruction shall occur pursuant to the license and permission granted in Sections 1.a. and 1.b. until the Railroad has reviewed and approved the plans and specifications, the timetable (and related construction sequencing), and any agreed-upon reimbursements and payments to the Railroad for the same, and until the other requirements of this Agreement pertaining to entry upon and construction on Railroad property have been complied with by the State, the NTTA, the City and their respective Contractors. In the event said reconstruction involves Railroad property other than the specific locations for the work contemplated by this Agreement on Exhibit A, it will be necessary

for the State, the NTTA and the City to negotiate and enter into a new license and permission agreement with the Railroad for the same.

i. In order to clarify and stipulate the shared intention of the parties to this Agreement, the State, the NTTA, the Railroad and the City acknowledge and agree that (i) the license and permission given by the Railroad is irrevocable and not terminable except pursuant to the termination provisions set forth in this Agreement, including (without limitation) Sections 1.e., 6, 12, 13 and 17.d, (ii) the State, the NTTA and/or the City will expend money to construct improvements pursuant to, and on the Railroad's property covered by, the license, and will do so in reliance on the license being irrevocable except as provided in clause (i) above, and (iii) to the extent necessary to effectuate the provisions of this Section 1.i., the license and permission given by the Railroad will constitute and be construed as a license coupled with an interest which is given to permit the State, the NTTA and/or the City to exercise their statutory and other rights to construct and operate their equipment and improvements on the licensed property. Nothing contained in this Section 1.i. will abrogate, modify or otherwise affect any termination provision or other provision in this Agreement setting forth any limitation, requirement, condition or other term applicable to the license and permission or its exercise by any party.

2. SCOPE OF WORK.

a. The State, the NTTA, the City, and the Railroad agree to perform the work as outlined in Exhibit A, and as detailed in the approved Final Plans and Specifications attached hereto as Exhibit A, subject to Sections 6 and 17.d. Each of the State, the NTTA, and the City agree that it shall perform all work required to be performed by it hereunder, and shall cause its Contractors to perform all work required to be performed by it hereunder, in compliance with the "Railroad Coordination Requirements" attached hereto as Exhibit B and made part hereof, and that all work relating to the temporary and permanent track alignment of the Industrial Lead (as so identified in the Final Plans and Specifications) will be performed in such a way as to provide continuous rail service notwithstanding anything contained in modifications to the Project Timeline (as described below in Section 2.e) except as follows: (i) any interruption associated with the track tie-ins to be performed by the Railroad pursuant to Section 2.e. and (ii) the State, the NTTA, and the City agree to limit Railroad service interruptions on the industry track to no more than forty-eight (48) hours at times and dates approved by the Railroad in advance; additionally, the State, the NTTA and the City will be accorded no more than six (6) such interruptions, with a minimum of five (5) calendar days between interruptions. In the event of a conflict between Exhibit A and the other terms and conditions of this Agreement respecting prior notice to the Railroad regarding either initial Railroad mobilization or flagging, the terms and conditions of this Agreement shall govern. The State, the NTTA, the City and the Railroad agree to collaborate to coordinate their respective activities in advance, and to exchange and share construction and delivery scheduling and other pertinent information, to best effectuate the industry track interruptions as provided in clause (ii).

b. The Railroad, at the NTTA's expense, agrees to remove the crossing surfaces and active warning devices at DOT No. 794 953G (Southeast 5th Street), DOT No. 794 956C (Southwest 5th Street), and DOT No. 794 958R (Southwest 14th Street) and to make other operational or safety improvements to facilitate the closure of said existing highway-railroad at-grade crossings. The Railroad, at the NTTA's expense, agrees to provide the ballast for and raise the Main Line Track 2 elevation to conform to the Main Line Track 1 elevation at such grade-crossing locations.

c. The NTTA will order the necessary materials for use by the Railroad from Railroad-approved vendors, and the Railroad, at the NTTA's expense, agrees to install thereafter two (2) full-depth concrete crossing pavements for three (3) tracks at new DOT No. 924 108M (SH 161 Southbound Frontage Road), and at new DOT No. 924 109U (SH 161 Northbound Frontage Road). It shall be the NTTA's responsibility to order and assemble the required crossing materials and all related items from approved Railroad vendors, and perform additional track work as shown in Exhibit A. When installed, the concrete crossing pavement shall provide a smooth and even crossing surface flush with the top of rails. All materials required for the Railroad portion of the Project shall be manufactured and delivered by Railroad approved vendors in accordance with the Union Pacific Common Standards regarding track and ballast specifications (which have been previously provided to the NTTA's representative and are hereby included within this Agreement and

made a part hereof by means of this cross-reference) and with the Final Plans and Specifications attached hereto as Exhibit A, and free from defects, provided that to the extent the Final Plans and Specifications are inconsistent with the Union Pacific Common Standards for "Compromise Transition Rail" adopted July 27, 2006, revised February 8, 2010, or "No. 11 All Rail Spring Frog 136/141 lb. Rail" adopted July 6, 2004, revised May 17, 2007 (each of the foregoing, the "Specified Standard"), which have previously been provided to the NTTA's representative, the NTTA shall adhere to the Specified Standard. When assembled materials are on hand, prior to installation, the NTTA shall notify the Railroad Inspector, the NTTA Inspector, and the State Inspector, so that materials may be inspected and approved by the aforesaid for installation. For the purpose of this Agreement, the "Railroad Inspector" shall mean the Railroad's Assistant Vice-President Engineering - Design or his or her designee; the "NTTA Inspector" shall mean the NTTA's Director of Project Delivery for the Project or his or her designee; and the "State Inspector" shall mean the State's Dallas District Area Engineer or his or her designee. Any materials rejected by the NTTA, the State, and/or the Railroad as not being in compliance with the Union Pacific Common Standards and/or the Final Plans and Specifications shall be removed from the site immediately and suitable materials shall again be promptly assembled by the NTTA and inspected by the NTTA Inspector, the State Inspector and/or the Railroad Inspector for conformance. Any handling and material costs incurred for material rejected pursuant to the preceding sentence shall be at no expense of the Railroad. All joints within the limits of the crossing area shall be welded by the NTTA with the exception of welds on the shifts, which shall be performed by the Railroad at the NTTA's expense

d. The Railroad, at the NTTA's expense, agrees to design, furnish and install flashing-light signals with gates and all necessary signal appurtenances at new DOT No. 924 108M (SH 161 Southbound Frontage Road), at new DOT No. 924 109U (SH 161 Northbound Frontage Road) and at DOT No. 795462L (Jefferson St.) as shown in Exhibit A.

e. The NTTA will provide the necessary materials and be responsible for the construction of the temporary shoofly track(s) in a timely manner consistent with a Project Timeline to be agreed to by all parties to this Agreement pursuant to Section 2.k. prior to the entry of any of the State, the NTTA or the City upon the Railroad's property (the "Project Timeline." All references to the Project Timeline shall be deemed to refer to the Project Timeline as agreed upon by all parties to this Agreement pursuant to Section 2.k prior to the entry of the State, the NTTA, or the City upon the Railroad's property, as the case may be, modified by the State, the NTTA and City from time to time subject to prior notice to, review by and in consultation with the Railroad.) Said track work shall be constructed according to Railroad standards and specifications as shown in Exhibit A. All track and material required for the Project shall meet Railroad specifications previously provided the NTTA. All mainline and shoofly tracks shall be constructed with new 136# Continuous Welded Rail (CWR) and the NTTA and/or its Contractor shall afford the Railroad the opportunity to inspect the track prior to installation. The Railroad, at the NTTA's expense, will perform the track tie-ins required at the connections of the main track and the temporary shoofly track(s) in a timely manner consistent with the Project Timeline. The NTTA will provide the materials and be responsible for the construction of the new main tracks and new industry track lead. The Railroad, at the NTTA's expense, will perform the track tie-ins required to the existing main tracks in a timely manner consistent with the Project Timeline. The Railroad, at the NTTA's expense, will perform tie-in between the shoofly and existing industry lead track in a timely manner consistent with the Project Timeline. The Railroad, at the NTTA's expense, will perform tie-in between temporary industry track alignment and track constructed by NTTA. The Railroad reserves the right to inspect all aspects of the Project construction on Railroad property at any time during the course of the Project, provided that all such inspections shall be conducted so as not to unreasonably interfere with the NTTA's or the Contractor's construction activities (provided that the foregoing shall not limit the right of the Railroad's Representatives to direct the Contractor to stop work or take other action to ensure safety or to protect the Railroad's property and operations, as elsewhere provided in this Agreement).

f. In order to provide for the safety of rail traffic, the Railroad, at the NTTA's expense, will provide flaggers during the period of performance of work in or incident to the proposed construction and for subsequent maintenance. The State, the NTTA, the City and their respective Contractors, shall notify the Railroad a minimum of fifteen (15) days in advance whenever they are about to perform either construction or maintenance work on Railroad property to enable the Railroad to furnish flagging and such other protective services as might be necessary to ensure safety

of railroad operations. The estimated construction period flagging cost is included in the estimate of Railroad work set forth in Attachment 3, with the parties hereto acknowledging that approximately 300 days of flagging and protective services are required during the construction of the Project. The Railroad shall have the right to furnish all such flagging or protective services as in its judgment are necessary, and the NTTA will reimburse the Railroad for the actual cost thereof.

g. The NTTA shall construct the highway-underpass structure(s) as detailed in the approved Final Plans and Specifications attached hereto as Exhibit A in a timely manner consistent with the Project Timeline as modified from time to time pursuant to the terms of this Agreement. In conjunction with the construction of the highway-underpass structure, the NTTA's responsibility for the construction of the temporary shoofly track(s) shall be shown in Exhibit A. The NTTA will provide the Railroad a minimum of thirty (30) days notice of completion of the highway underpass structure(s) and the reconstruction of the mainline tracks across the structures, at which time the Railroad will cutover the shoofly tracks back to the mainline tracks in a timely manner consistent with a Project Timeline and allow for the NTTA to remove the temporary shoofly track(s) as detailed in Exhibit A.

h. For the purposes of this Agreement, "Completion" shall mean completion to the point where the work in question can be safely and lawfully utilized for its intended purpose as confirmed by the Railroad Inspector, the NTTA Inspector, and the State Inspector, provided that in the case of track work and the removal of the temporary shoofly tracks, temporary industrial lead and spur tracks performed by the NTTA, "Completion" shall also mean that the work has been fully completed free of any remaining punch list items, lien-free (except for liens under dispute that have been fully and properly bonded), with all payments then due the Railroad paid in full, all as confirmed by the Railroad Inspector. The NTTA's responsibility for the construction of the temporary industrial lead and spur track across Jefferson Street, including the road crossing surface, is detailed in Exhibit A. The temporary industrial lead and spur track will be removed by the NTTA once the shoofly is taken out of operation and rail traffic is returned to the mainline, and prior to completing the highway underpass structure.

i. The NTTA and/or its Contractor shall construct the tolled main lanes underneath the highway-underpass structure(s) as shown in Exhibit A in a timely manner consistent with the Project Timeline as modified from time to time pursuant to the terms of this Agreement.

j. The State, the NTTA and the City, for themselves and on behalf of their Contractors, recognize the Railroad's obligations to utilize its forces to maintain the safety and integrity of an interstate rail system. The Railroad hereby agrees that it will use good faith efforts to perform its obligations under this Agreement in a timely manner consistent with the Project Timeline. Notwithstanding anything contained herein to the contrary, in no event shall the Railroad be liable in damages of any kind (whether actual, punitive or consequential) arising out of the Railroad's failure to perform in a manner consistent with the Project Timeline, and the State, the NTTA and the City, for themselves and on behalf of their Contractors, hereby waive and release any and all claims that the State, NTTA, the City and their respective Contractors may have against the Railroad, its affiliates, officers, directors and employees arising out of the Railroad's failure to perform its obligations under the Project Timeline in a timely manner. Without limiting the foregoing, in no event will the Railroad's failure to comply with the Project Timeline due to (i) force majeure events such as acts of God, materially unseasonable weather, fire, explosion, flooding, acts of terrorism, embargoes, derailments, labor strikes, organized labor "slowdowns," labor interruptions and labor or materials shortages beyond the Railroad's control or (ii) the Railroad's response to operational and maintenance demands on the Railroad's interstate rail system constitute bad faith or willful and intentional action under this Section 2.j. or otherwise result in liability hereunder.

k. The Project Timeline defined in Section 2.e. shall contain a Critical Path Schedule detailing work to be performed by the State, the NTTA, the City and the Railroad in connection with the Project which, notwithstanding any modifications to the Project Timeline, shall provide Railroad with a minimum of sixty (60) days to mobilize its initial performance of its obligations under this Agreement and shall be made available for approval by the State, the NTTA, the City and the Railroad before any work is commenced. The Project Timeline, in addition, shall include major construction items, including but not limited to, the tolled main lanes, the frontage roads, the highway underpass structure, the I-30

interchange, the I-20 interchange, tie-ins of the shoofly, the main lines and the industrial track and major drainage structures. Either the NTTA or the State, as the case may be, shall deliver an updated Project Timeline to the other parties at least every sixty (60) days after construction commences for prior review by and consultation with said parties (including without limitation the Railroad), which shall include the projected opening dates for the tolled main lanes of SH 161. The NTTA acknowledges and agrees that, notwithstanding any modifications to the Project Timeline, the work windows for tie-in and completion of shoofly track and industry track lead must be coordinated with work to be performed by the Railroad.

3. PLANS, ESTIMATES, CONSTRUCTION, and MAINTENANCE.

a. The State has prepared Final Plans and Specifications for the proposed Project. Said Final Plans and Specifications, having been reviewed and approved by the Railroad, and after having been reviewed and approved by the NTTA and the City (provided that such approval by the Railroad, the NTTA and the City is made without assumption of responsibility or liability for such Final Plans and Specifications or a waiver of any claims by reasons of any errors or omissions therein), are hereby adopted as the Final Plans and Specifications. No changes to said Final Plans and Specifications attached hereto as Exhibit A (including without limitation those pertaining to frontage roads or the tolled main lanes) shall be made without the written approval and/or acceptance of such changes by the State, the NTTA, the City and the Railroad.

b. Each of the State, the NTTA and the City shall furnish material for and perform the work required to be done by it hereunder in accordance with the Final Plans and Specifications in a timely manner consistent with the Project Timeline, and modified from time to time pursuant to the terms of this Agreement in a good and workmanlike lien-free manner in compliance with applicable laws, including without limitation the tolled main lanes, the underpass structure(s), temporary trackage, frontage roads, drainage facilities, sidewalks (when applicable) and pavement across the Railroad's right of way, all as shown on the Final Plans and Specifications.

c. The Railroad, at the NTTA's expense (or the NTTA, if specifically provided in Exhibit A), shall make such changes or alterations in Railroad-owned tracks, communication and signal pole and wire lines, pipe sewer and drainage or other Railroad-owned facilities or buildings located upon the Railroad's right of way, that may be displaced or required by the construction of the Project as may be necessary to maintain continuous service and conform them to said construction and restore them to former condition for service either prior to, during, or following construction of said work. The Railroad has prepared a written cost estimate for the adjustment of such facilities, and for engineering, tie-in work, flagging and protective measures, and other work performed by the Railroad under this Agreement which is attached hereto and identified as Attachment 3.

d. The Railroad has submitted a signal circuit layout which has been approved by the State, the City and the NTTA and has included its written cost estimate(s) attached hereto as Attachment 3 and made part hereof for all Railroad force-account work, including Railroad flagging.

e. The Project may require the Railroad to order and assemble materials. The Railroad shall not order any materials until the NTTA has issued to the Railroad written notification to do so. Materials used on the Project should be assembled sufficiently in advance to assure prompt delivery, but reimbursement for any materials or handling charges will be contingent upon such issuance of the NTTA's written notification to the Railroad.

f. The Railroad shall perform the flagging (to be billed to the NTTA) only after receipt of a written notification from the NTTA pursuant to Section 2.f. to proceed with same. Payment will not be made for flagging done by the Railroad that is performed at the Project site prior to the issuance of said written notification by the NTTA, unless the NTTA or its Contractor entered Railroad property prior to written notification. The provision of this service shall not relieve the NTTA and/or its Contractor of any responsibility or liability for the NTTA's and/or the Contractor's performance in accordance with this Agreement. Neither the State, the NTTA, the City nor their respective Contractors

shall enter Railroad property until notice of the need for flagging is issued in a timely manner pursuant to Section 2.f., thus providing the Railroad sufficient time to provide such services.

g. The Railroad shall commence all other force account work to be done by it herein within thirty (30) days after receipt of a written Notice to Proceed from the NTTA that the work may proceed (which Notice to Proceed, in order to be valid, shall refer to the commencement of all work to be performed under this Agreement), or within a time-frame mutually acceptable to the NTTA and the Railroad, and shall proceed without delay to the conclusion of its obligations herein in a timely manner consistent with the Project Timeline. The Project Timeline, as modified from time to time pursuant to the terms of this Agreement, shall also require the State, the NTTA and the City to provide adequate prior written notice to Railroad respecting the commencement of key Railroad construction obligations.

h. Following the issuance of the NTTA's Notice to Proceed to the Railroad, it will be necessary for the Railroad to contact the State and the NTTA a minimum of seven (7) days prior to the actual commencement of work in order that State and NTTA forces may provide inspection during the installation of the at-grade crossing surfaces and active warning devices.

i. The Railroad agrees that upon Completion of the at-grade crossings construction, it will assume future responsibility for maintaining a smooth crossing from end of tie to end of tie in accordance with the provisions of the Texas Administrative Code, Title 43, Part 1, Chapter 25, Subchapter E.

j. The Railroad shall maintain and operate the highway-railroad grade-crossing warning system (including the flashing-light signals with gates described in Section 2.d.) as installed and in accordance with the design of operation as shown in Exhibit A. All such warning systems shall be designed, constructed, operated, and maintained in accordance with the manufacturer's specifications. No changes are to be made in the design, operation, and location of the warning systems without the written approval of the State and the City.

k. The State and the City agree to operate and maintain, at their expense, the highway traffic control signals up to and including connection to the terminals in the interface box.

l. The State, the NTTA and the City shall maintain pavement markings and advanced warning signs placed along the roadway under their jurisdiction.

m. The State, the NTTA and the City shall trim and maintain trees and vegetation for visibility of crossing signals and signs as well as to maintain pavement markings and advanced warning signs placed along the roadway under their jurisdiction.

n. Upon Completion of the construction of the Project: (i) the NTTA, at its expense, shall maintain, repair and renew the entire structure including the waterproofing material placed beneath the track ballast and also including, but not limited to, the superstructure, substructure, piers, abutments, walls, approaches and all backfill, grading and drainage required by reason of the structure, frontage roads, walks, and drainage across the Railroad's right of way, as well as all graffiti removal or overpainting involving the structure; and (ii) the Railroad, at its expense, shall maintain, repair and renew its ballasts, ties and rail above the waterproofing as well as any Railroad-owned communication and signal facilities.

o. Nothing contained herein shall ever be construed to place upon the Railroad any manner of liability for injury to or death of persons, or for damage to or loss of property arising from or in any manner connected with, the construction, maintenance, or use of either the highway or the portion of said highway located upon the Railroad's said property.

p. For future inspection and maintenance work, the Railroad, under terms of this Agreement, gives the State and/or its Contractor, the NTTA and/or its Contractor and/or the City and its Contractor permission to enter the 1901865.6/14842313v6

Highway Underpass & Frontage Roads
CSJ 2964-01-040

Railroad right of way to perform repair, maintenance, and/or emergency work as required, provided that the party making such entry first complies with the terms of Section 4, below.

4. **INSURANCE and RIGHT of ENTRY REQUIREMENTS.**

a. Prior to the time that the NTTA and/or the NTTA's Contractor, the State and/or the State's Contractor, or the City and/or the City's Contractor, as the case may be, enter the Railroad's property for any purpose, including without limitation, the purpose of either constructing the Project pursuant to the terms of this Agreement or performing their respective maintenance responsibilities on the terms set forth in this Agreement, as a condition precedent to their right of entry upon the Railroad's property, the NTTA's Contractor, the State's Contractor, or the City's Contractor, as the case may be, shall first execute and deliver to the Railroad the "Contractor's Right of Entry Agreement" in the form attached hereto as Exhibit C, and provide the Railroad insurance coverage as provided therein, with the result that the Railroad has been provided a signed Contractor's Right of Entry Agreement and evidence of insurance from each entity entering the Railroad's property. In those instances in which the State, the NTTA or the City are entering the Railroad's property for any purpose with their own employees, rather than by means of a Contractor, neither the State, the NTTA nor the City shall be required to enter the Contractor's Right of Entry Agreement in connection with said entry; provided, however, that the State, the NTTA and/or the City, as the case may be, and their respective employees shall, in connection with the conduct of said entry, comply with the terms of this Agreement, including, without limitation, the Railroad Coordination Requirements attached hereto as Exhibit B and the "Employee Entry Protocol" attached to this Agreement as Exhibit D and made part hereof, but expressly excluding Exhibit C; and provided, further, that the State, the NTTA and the City each acknowledge and agree that it will need to obtain separate written agreements from the Railroad in order to enter any property owned by the Railroad other than the specific locations shown in Exhibit A for the work contemplated by the Agreement.

b. Notwithstanding anything contained in Section 4.a. above to the contrary, the Railroad acknowledges and agrees that the State and the NTTA – as opposed to their respective Contractors – are self-insured for any work performed by the State and the NTTA with its own employees. To the extent allowed under state law, the State, the NTTA, and the City are responsible to the Railroad to cover bodily injury and property damage claims which may occur in the course of operations, except to the extent said claims are caused by the gross negligence or willful act of the Railroad or parties operating under its control as determined by a court of competent jurisdiction.

5. **PAYMENT.**

a. No payment, except (i) for any preliminary engineering costs authorized under Section 5.c., (ii) for flagging provided by the Railroad pursuant to Section 3.f., (iii) when incurred by the Railroad pursuant to any written notification to order material that may have been issued to the Railroad prior to the Notice to Proceed resulting in some material and material handling costs, and (iv) as authorized in Attachment 5, will be due the Railroad unless the Notice to Proceed is issued by the NTTA.

b. Reimbursement to the Railroad will be made by the NTTA for work performed and materials furnished, including but not limited to, insurance premiums and coverage set forth in the approved cost estimate attached hereto as Attachment 3, in accordance with the provisions of Title 23, Code of Federal Regulations (CFR), Subchapter B, Part 140, Subpart I, issued by the Federal Highway Administration, and amendments thereto except as modified by the provisions herein. Notwithstanding the cost estimate figures set forth in Attachment 3, work performed and materials furnished by the Railroad will be reimbursed by the NTTA based on actual costs (including direct costs and overhead/indirect costs) incurred by the Railroad as they relate to the development shown in Exhibit A, the parties hereby acknowledging that the figures contained in Attachment 3 are estimates only.

c. The cost of preliminary engineering shall be eligible for reimbursement if incurred after final execution of the Highway-Railroad Preliminary Engineering Agreement as detailed in Attachment 2.

d. The Railroad may submit monthly bills to the NTTA, for work performed and materials installed in connection with this Agreement, prepared in the form and with the supporting documentation being provided by the Railroad to the NTTA in connection with the Davidson Yard crossing project for State Highway 121 but for the "Disbursement Request" form, which shall not be required of the Railroad under this Agreement. Payment will be made within forty-five (45) days of the NTTA's receipt of the bill for 100% of the costs detailed on and payable under the bills.

e. The Railroad will submit a complete and final bill, compliant with the standards described in Section 5.d., including all eligible costs, within 180 days after notification by the NTTA that all work on Railroad property is completed, and the NTTA will pay to the Railroad 100% of the costs detailed on and payable under the bill. The NTTA shall make payment within forty-five (45) days of the NTTA's receipt of the bill.

f. In the event the NTTA fails to make payment to the Railroad in a timely manner, which failure continues for ten (10) days after written notice to the NTTA, the Railroad may stop the Railroad's work under this Agreement without liability to the State, the NTTA or the City.

6. **TERMINATION.** The State and/or the NTTA have executed a project agreement for SH161 that required, as a condition to the NTTA undertaking SH161, that the NTTA commit to make a \$458 million upfront payment no later than March 1, 2010 (or June 1, 2010 if the NTTA elects to delay the funding associated with the Project for up to ninety (90) days pursuant to the terms of the project agreement). Accordingly, the State and/or the NTTA reserves the right to cancel this Agreement for any reason and at any time prior to the issuance of the Notice to Proceed by the NTTA to the Railroad, but in any event no later than March 1, 2010 (or June 1, 2010 if NTTA elects to delay the funding associated with the Project for up to ninety (90) days pursuant to the project agreement and the NTTA provides the Railroad notice of such election to delay funding prior to March 1, 2010) in order to be effective. The State and/or the NTTA will not be responsible for any expense incident to any cost incurred by the Railroad in the event of the cancellation of this Agreement prior to the aforesaid March 1, 2010 or June 1, 2010 deadlines, as applicable, unless the Notice to Proceed was previously issued by the NTTA and the Railroad incurred expenses pursuant to that notification, except (i) for any preliminary engineering costs authorized under Section 5.c., (ii) for flagging provided by the Railroad pursuant to Section 3.f., or (iii) when incurred by the Railroad pursuant to any written notification to order material that may have been issued by the NTTA to the Railroad prior to issuance of the Notice to Proceed resulting in some material and material handling costs, provided that in the event of such cancellation, the State, the City, and their respective Contractors shall remain liable for acts and omissions related to their occupancy of the Railroad's property and for their obligations under this Agreement occurring prior thereto. The State and the NTTA are currently negotiating an amendment to the project agreement between the NTTA and the State that may include an extension of the date by which the NTTA must secure the funding associated with the Project for up to one hundred eighty (180) days, rather than ninety (90) days as currently provided; in the event that the NTTA or the State delivers a copy of such an amendment to the Railroad, prior to June 1, 2010 the foregoing references to "June 1, 2010" and the corresponding references to "June 1, 2010" in this Section 6 and Section 17.d. shall be deemed amended to "September 1, 2010".

7. **RECORDS and AUDITS.**

a. The State, the NTTA, the City, and the Railroad shall maintain books, documents, papers, accounting records, and other evidence pertaining to costs incurred and work performed hereunder and shall make such materials available on at least ten (10) days prior written notice at their headquarters offices during the contract period and for three (3) years from the date of final billing. The records shall be made available to representatives from the Railroad, the State, the NTTA and U. S. Department of Transportation, including the Office of Inspector General, for the purpose of making audits, inspections, transcriptions, or excerpts.

b. The State Auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement, provided the Railroad is given ten (10) days prior written notice and said audit occurs during normal weekday business hours at the Railroad's

headquarters in Omaha, Nebraska. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds respecting performance under this Agreement, subject to matters protected by attorney client privilege and subject to existing confidentiality agreements. An entity that is the subject of an audit or investigation must provide the State Auditor with access to any related information the State Auditor considers relevant to the investigation or audit of the performance of this Agreement, subject to matters protected by attorney client privilege and subject to the existing confidentiality agreements.

8. **EXISTING AGREEMENTS.** It is agreed that all existing agreements between the Railroad on the one hand and the State, the NTTA and/or the City on the other hand concerning licenses, permits, leases, or easements at the Project's location shall remain in full force and effect. If there are any terms and conditions of this Agreement that conflict with any terms and conditions in any other existing agreements between the Railroad on the one hand and the NTTA, the City and/or the State on the other hand concerning licenses, permits, leases or easements at the Project's location, the terms and conditions of this Agreement shall govern.

9. **RESPONSIBLE FOR ITS OWN ACTIONS.** The parties hereto acknowledge that no party is an agent, servant, or employee of any of the other parties, and each party agrees it is responsible for its own individual acts and deeds as well as the acts and deeds of its contractors, agents, representatives, and employees during performance of contract work.

10. **PROTECTION OF FIBER OPTIC CABLE SYSTEMS.** Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance, since any break could disrupt service to users, resulting in business interruption and loss of revenue and profits. The State, the NTTA, and the City and/or its or their Contractors shall telephone the Railroad during normal business hours (7:00 a.m. to 9:00 p.m., Central Standard Time, Monday through Friday, except holidays) at (800) 336-9193 (also a 24-hour, seven-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by the State, and/or the NTTA, and/or the City and/or its or their Contractors. If it is, the State, the NTTA, the City and/or its or their Contractor will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

11. **LIMITED ACCESS.** The State, the NTTA and the City hereby agree that during the performance of the proposed improvements it will keep its Contractors, employees, material, and machinery within the defined area of the premises unless otherwise specified in the Final Plans and Specifications attached as Exhibit A. There shall be no crossings of the Railroad's track except at existing, open, and public crossings, or at locations mutually agreed upon by the State, the NTTA, the City and the Railroad.

12. **RAILROAD RETAINS TITLE.** Upon execution by all parties, this Agreement will be in effect and continue thereafter for so long as the State and/or the NTTA and/or the City shall use the Railroad premises for road and highway purposes and the other purposes set forth herein; provided, however, if the State and/or the NTTA and/or the City shall abandon the use of the Railroad premises, or any part thereof, for road or highway purposes (other than temporary closures for construction, reconstruction, repairs and renovation of the highways, roadways and related structures or otherwise for reasons of public safety), this license and permission and the rights and privileges granted hereby as to the portion or portions so abandoned shall expire and terminate at the time each such portion shall be so abandoned; whereupon the Railroad shall have the same complete title to the Railroad premises so abandoned as though these presents had never been executed and the right to enter thereon and exclude from the Railroad premises so abandoned the State, the NTTA, its successors, and assigns; provided, however, that in the event of an expiration or termination pursuant to Section 1.e. or Section 13, the State, the NTTA, the City, and their respective Contractors shall remain liable for acts and omissions related to their use and occupancy of the Railroad's property and for their obligations under this Agreement occurring prior thereto.

13. **TRANSFER.** Except as otherwise provided in Section 17.d., the parties hereto shall not assign the Agreement, in whole or in part, or any rights herein granted, without the written consent of the other party(ies), and it is agreed that any transfer or assignment of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void and, at the option of the non-transferring party(ies), shall terminate this Agreement except for those obligations which under the terms of this Agreement survive in termination.

14. **AGREEMENT NOT A WAIVER.** This license and permission is granted solely to the State, the NTTA and the City, at its and their sole cost and expense (except as otherwise expressly provided herein), solely for the purposes of developing, constructing, operating and maintaining the proposed improvements as shown in Exhibit A and is expressly subject and subordinate to the present and future rights of the Railroad, its successors, assignees, lessees, grantees and licensees to maintain, use, operate, and renew on, beneath, or above the surface of the Railroad premises any telephone, telegraph, power, communication, or signal lines, poles and/or appurtenances, fiber optic communications, track, roadways, pipelines, structures, improvements or facilities of similar or different character, as now located, and to construct, install, establish, and thereafter maintain, use, operate, and to renew on, beneath, or above the surface of the Railroad premises, any or all said things, provided the same do not unreasonably interfere with the NTTA's and/or the State's and/or the City's use of the Railroad premises as provided in this Agreement.

15. **NOTIFICATION.** The State, the NTTA and the City agree to notify the Railroad in writing when it is their belief that all Project work on the Railroad has reached Completion and is ready for inspection by the Railroad Inspector, the NTTA Inspector and the State Inspector pursuant to Section 2.h., above.

16. **INTERCONNECTION OF TEMPORARY and PERMANENT SIGNALS.**

a. Except as set forth in Section 16.b. below, the State, the NTTA and/or the City shall not be liable to the Railroad on account of any failure of the Railroad's flasher lights to operate properly nor shall the Railroad have or be entitled to maintain any action against the State, the NTTA and/or the City arising from any failure from the Railroad's flasher lights to operate properly. Similarly, except as set forth in Section 16.b. below, the Railroad shall not be liable to the State, the NTTA and/or the City on account of any failure of the State and/or the City's temporary and/or permanent traffic signals to operate properly nor shall the State, the NTTA and/or the City have or be entitled to maintain any action against the Railroad arising from any failure of the State's, the NTTA's and/or the City's temporary and/or permanent traffic signals to operate properly.

b. Each party shall take all suitable precautions to prevent any interference (by induction, leakage of electricity or otherwise) with the operation of the other party's temporary and/or permanent signals or communications lines, or those of its tenants; and if, at any time, the operation or maintenance of its signals results in any electrostatic effects, the party whose temporary and/or permanent signals are causing the interference shall, at its expense, immediately take such action as may be necessary to eliminate such interference.

17. **CONDITIONS.**

a. In accordance with the provisions of Title 23, Code of Federal Regulations (CFR), Subchapter G, Part 646, Subpart B, issued by the Federal Highway Administration, and amendments thereto, the Railroad will not be required to participate five percent (5%) in the cost of the highway underpass portion of the Project.

b. If either the State, the NTTA or the City will be receiving any federal funding for the Project, the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B are, to the extent applicable, incorporated into this Agreement by reference. If either the State, the NTTA or the City will be receiving American Recovery and Reinvestment Act of 2009 ("ARRA") funding for this Project, the State, the NTTA and the City agree that the State, the NTTA and the City, as the case may be, shall be

solely responsible in performing and completing all ARRA reporting documents for this Project. The State, the NTTA and the City further confirm and acknowledge that Section 1512 of the ARRA provisions applies only to a "recipient" receiving ARRA funds directly from the federal government and, therefore, (i) the ARRA reporting requirements are the responsibility of the State, the NTTA and the City and not of the Railroad and (ii) the State, the NTTA and the City shall not delegate any ARRA reporting responsibilities to the Railroad. The State, the NTTA and the City confirm that (A) the Railroad shall provide the Railroad's standard and customary billing for expenses incurred by the Railroad for this Project including the Railroad's standard and customary documentation to support such billing and in compliance with Sections 5.d. and 5.e. and (B) such standard and customary billing and documentation from the Railroad provides the information needed by the State, the NTTA and the City, as the case may be, to perform and complete the ARRA reporting documents. The Railroad confirms that the State, the NTTA and the City, as the case may be, and the Federal Highway Administration shall have the right to audit the Railroad's billing and documentation for this Project as provided in Section 7 of this Agreement. Notwithstanding anything to the contrary contained in this Section 17.b., the Railroad will reasonably cooperate with the State, the NTTA and the City in the satisfaction of their reporting and other obligations to the extent those obligations cannot otherwise reasonably be satisfied without the Railroad's involvement, but the Railroad shall not be obligated to incur any unreimbursed cost or liability in connection therewith and in no event shall the Railroad be required to do anything other than provide its standard customary billing documentation.

c. All provisions concerning the State and/or the NTTA that are for facilities located on streets under the jurisdiction of the City or that are related to highway facilities not located on the state highway system or not otherwise to be maintained by the State or the NTTA, shall become the responsibility of the City upon Completion of the Project. The City shall assume the rights of the State and/or the NTTA after the State and/or the NTTA has brought the Project to Completion and have paid the Railroad for all eligible costs incurred hereunder, for those facilities located on city streets under the jurisdiction of the City and that are not located on the state highway system or not otherwise to be maintained by the State or the NTTA. The City shall assume certain maintenance obligations under a separate existing Municipal Maintenance Agreement between the State (or the NTTA) and the City, provided nothing contained in either said assumption or said Municipal Maintenance Agreement shall modify or relieve the obligations of either the State, the NTTA, or the City to the Railroad under the terms of this Agreement.

d. In the event the NTTA is unable to secure the necessary funding associated with construction of SH 161 on or before March 1, 2010 (or June 1, 2010, if the NTTA has elected to delay the funding associated with SH 161 for up to ninety (90) days and has provided the Railroad the prior written notice of such election to delay funding required under Section 6) or otherwise does not provide the necessary written notices and commitments to continue to advance SH 161 on or before March 1, 2010 (or June 1, 2010, if the NTTA has elected to delay the funding associated with SH 161 for up to ninety (90) days and has provided the Railroad the prior written notice of such election to delay funding required under Section 6), and the NTTA issues a notice of the NTTA's right to cancel this Agreement in a timely manner pursuant to Section 6, above, then all rights, duties and responsibilities of the NTTA under this Agreement may be assumed by the State upon the State's delivery of written notice and assumption thereof to the Railroad, the NTTA and the City, provided that said assignment and assumption is executed and delivered between the NTTA and the State on or before June 1, 2013, and the aforesaid notice of assignment and assumption is given by the State to the Railroad on or before June 1, 2013, whereupon the NTTA shall have no further rights, duties or responsibilities under this Agreement, and each party hereby consents to any such assignment and assumption. Until such time, if any, that this Agreement is assumed by the State in a timely manner pursuant to the preceding sentence, neither the State, the NTTA or the City may enter the Railroad's property for any reason without the Railroad's prior written consent. If the State is assigned and assumes all rights, duties and responsibilities of the NTTA under this Agreement pursuant to the foregoing, the State and the Railroad will negotiate in good faith such modifications to this Agreement as each desires (which can include changes due to Railroad operational/customer service needs which have arisen in the interim), provided that in all events this Agreement will be amended to provide that the maintenance, repair and removal of the highway underpass structure will be undertaken in accordance with the provisions of the Texas Administrative Code, title 43, Part 1, Chapter 25, Subchapter E. If the aforesaid assignment and assumption and notice are not given to the Railroad on or before June 1, 2013, as provided above, any of the Railroad, the NTTA or the State may elect, in its sole discretion, by written notice to the other parties, at any

time thereafter prior to the State's assumption of this Agreement, to terminate this Agreement, without liability to any of the parties, other than the parties' respective payment obligations, each to the others, hereunder that are incurred prior to the date of termination.

e. Notwithstanding any modifications of the Project Timeline pursuant to the terms of this Agreement, the State, the NTTA and the City agree that the crossings of the SH 161 Northbound Frontage Road and the SH 161 Southbound Frontage Road over the Railroad's rail lines shall not be placed in service more than two hundred sixty (260) days prior to the scheduled date of completion and opening to traffic of the tolled main lanes throughout the entire length of SH 161, as established by the then current Project Timeline, provided further, that said crossings shall not be placed in service until such time that (i) the NTTA represents and demonstrates in writing to the reasonable satisfaction of the Railroad that the tolled main lanes can be completed and placed in service within such 260-day period, and (ii) the NTTA or the State, as the case may be, shall represent and demonstrate in writing to the reasonable satisfaction of the Railroad that such party has sufficient funding and/or financing in place to complete and open the tolled main lanes with such 260-day period.

18. **RECITAL, EXHIBITS, ATTACHMENTS.** The Recitals, Exhibits and Attachments hereto are hereby incorporated into this Agreement and made part hereof. To the extent of any conflict between such Exhibits and Attachments and the text of this Agreement, the text of this Agreement shall control.

19. **INSPECTORS.** In providing their determinations under this Agreement, the Railroad Inspector, the NTTA Inspector and the State Inspector will act with reasonable promptness under the applicable circumstances and will not withhold approvals or confirmations arbitrarily, capriciously or in bad faith.

20. **NO PRECEDENTIAL EFFECT.** The parties to this Agreement acknowledge that the circumstances under which this Agreement arose and the issues it addresses are unique. Consequently, the terms of this Agreement are of no precedential effect with respect to either prior or subsequent agreements between any or all of the parties hereto nor are those terms intended to modify any standard forms, customary terms or course of dealing existing between any of the parties.

21. **CONDITIONS TO BE MET BEFORE ISSUANCE OF THE NOTICE TO PROCEED DESCRIBED IN SECTION 3.g. OR COMMENCEMENT OF CONSTRUCTION.** Neither the State nor the NTTA nor those acting by or through them may issue either a Notice to Proceed or commence any work on the Railroad's property until:

- a. All parties have executed and delivered this Agreement;
- b. The right of the State and/or the NTTA to terminate under Section 6 has either expired or has been waived by the State and the NTTA in writing;
- c. All of the State's, the NTTA's and the City's Contractors intending to commence work on the Railroad's property have executed the Railroad's Contractor's Right of Entry Agreement and have obtained and/or provided to the Railroad the insurance policies, certificates, binders, and/or endorsements required under the Contractor's Right of Entry Agreement;
- d. Each applicable Contractor has given the advance notice(s) required under the Contractor's Right of Entry Agreement to the Railroad Representative named in the Contractor's Right of Entry Agreement; and
- e. All parties shall have approved the initial Project Timeline.

22. **ADDITIONAL CONDITION TO BE MET BEFORE COMMENCEMENT OF CONSTRUCTION OF ACTUAL CROSSINGS.** In addition to, and without limiting, the conditions set forth in Section 21 regarding the

commencement of construction and other activities generally, neither the NTTA nor the State may commence construction of the SH 161 Northbound Frontage Road and the SH 161 Southbound Frontage Road between Jefferson Street and Main Street (SH 180) or of the two (2) dedicated one-way at-grade crossings described in Section 1.b. for the SH 161 Northbound Frontage Road and the SH 161 Southbound Frontage Road (including any grade-crossing warning devices or other signalization) until the NTTA or the State, as applicable, represents and demonstrates to the Railroad and other parties to this Agreement in writing that the NTTA or the State has sufficient financing in place to perform the obligations it has undertaken under this Agreement, expressly including the construction of the Project's frontage roads and the tolled main lanes; provided that the foregoing shall not be a condition precedent to the right of the NTTA or the State to enter upon the Railroad's property in such areas to relocate utilities, construct the shoo-fly and construct the highway underpass structure for the tolled main lanes.

23. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement may also be executed by telecopied or electronically transmitted signatures with the same effect as original signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the State, the City, the NTTA and the Railroad have executed multiple counterparts of this Agreement on the dates indicated below.

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the Texas Transportation Commission.

By Amadeo Saenz, Jr. Date 2/26/10
Amadeo Saenz, Jr., Executive Director

NORTH TEXAS TOLLWAY AUTHORITY

By _____ Date _____

Name and Title _____

Attest _____ Date _____
Ruby Franklin, Secretary

Approved as to Form:
Locke Lord Bissell & Liddell LLP
Outside General Counsel to the NTTA

By _____ Date _____
Frank E. Stevenson, II

UNION PACIFIC RAILROAD COMPANY

By _____ Date _____

Name and Title _____

CITY OF GRAND PRAIRIE

By _____ Date _____

Name and Title _____

IN WITNESS WHEREOF, the State, the City, the NTTA and the Railroad have executed multiple counterparts of this Agreement on the dates indicated below.

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
William E. Glavin, P.E., Director, Rail Division

NORTH TEXAS TOLLWAY AUTHORITY

By Alicia Clemson Date as of February 26, 2010

Name and Title Alicia Clemson, Executive Director

Attest Ruby Franklin Date as of February 26, 2010
Ruby Franklin, Secretary

Approved as to Form:
Locke Lord Bissell & Liddell LLP
Outside General Counsel to the NTTA

By Frank E. Stevenson, II Date February 26, 2010
Frank E. Stevenson, II

UNION PACIFIC RAILROAD COMPANY

By _____ Date _____

Name and Title _____

CITY OF GRAND PRAIRIE

By _____ Date _____

Name and Title _____

IN WITNESS WHEREOF, the State, the City, the NTTA and the Railroad have executed multiple counterparts of this Agreement on the dates indicated below.

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
William E. Glavin, P.E., Director, Rail Division

NORTH TEXAS TOLLWAY AUTHORITY

By _____ Date _____

Name and Title _____

Attest _____ Date _____
Ruby Franklin, Secretary

Approved as to Form:
Locke Lord Bissell & Liddell LLP
Outside General Counsel to the NTTA

By _____ Date _____
Frank E. Stevenson, II

UNION PACIFIC RAILROAD COMPANY

By John J. Hovanec Date 2/26/2010
Name and Title John J. Hovanec AVP Engineering - Design + Construction

CITY OF GRAND PRAIRIE

By _____ Date _____

Name and Title _____

IN WITNESS WHEREOF, the State, the City, the NTTA and the Railroad have executed multiple counterparts of this Agreement on the dates indicated below.

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
William E. Glavin, P.E., Director, Rail Division

NORTH TEXAS TOLLWAY AUTHORITY

By _____ Date _____

Name and Title _____

Attest _____ Date _____
Ruby Franklin, Secretary

Approved as to Form:
Locke Lord Bissell & Liddell LLP
Outside General Counsel to the NTTA

By _____ Date _____
Frank E. Stevenson, II

UNION PACIFIC RAILROAD COMPANY

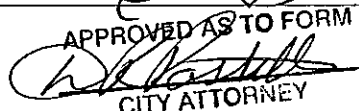
By _____ Date _____

Name and Title _____

CITY OF GRAND PRAIRIE

By _____ Date 02-24-2010

Name and Title Tom Go Deu

APPROVED AS TO FORM

CITY ATTORNEY

Notices:

For the purposes of this Agreement, all notices, correspondence, billings, and other documentation shall be mailed to the following addresses:

For the State of Texas:

Rail Division Director
Texas Department of Transportation
Rail Division
125 E. 11th Street
Austin, TX 78701-2483

For the Union Pacific Railroad
Company:

Regional Manager
Industry & Public Projects
Union Pacific Railroad Company
24125 Aldine-Westfield Road
Spring, TX 77373-9015

For the North Texas Tollway
Authority:

Executive Director
North Texas Tollway
Authority
5900 W. Plano Pkwy., #100
Plano, TX 75093

and to:

Union Pacific Railroad Company
Manager of Special Projects –
IPP
Steven W. Martchenke
101 W. Watson Road
Arlington, TX 76010

For the City of Grand Prairie:

City Manager
City of Grand Prairie
317 College Street
Grand Prairie, TX 75050-5636

Exhibits to Grand Prairie Highway Underpass and New At-Grade

Exhibit A	Final Plans and Specifications:
Exhibit B	Railroad Coordination Requirements
Exhibit C	Contractor's Right of Entry Agreement
Exhibit D	Employee Entry Protocol
Attachment 1	City of Grand Prairie Railroad Grade Crossing Consolidation Resolution
Attachment 2	Highway-Railroad Preliminary Engineering Agreement
Attachment 3	Railroad's Cost Estimates
Attachment 4	Railroad's Signal Circuit Layouts

EXHIBIT A

FINAL PLANS AND SPECIFICATIONS

Part 1 of 3

Bridgefarmer & Associates, Inc.

"Plans of Proposed State Highway Improvement
State Highway 161/Union Pacific Railroad
Underpass Adjacent to SH180 and Jefferson St.
Dallas County"

Sheets 1 Through 48

as approved by Muhammad Mansoor Ahsan, P.E.,

Firoze Shams, P.E.,

Doyle L. Smith, P.E., and

Tzu-Jui Tang, P.E.

on June 5, 2009 or July 21, 2009,

as attached.

Part 2 of 3

Bridgefarmer & Associates, Inc.

"Exhibit B – Plans of Proposed State Highway Improvement
Sheets 1 through 326 State Highway 161/UPRR Underpass Dallas County"
as approved by Muhammad Mansoor Ahsan, P.E., et al. on June 5, 2009

hereby incorporated into and made part of this Exhibit A by cross-reference, but the aforesaid "Exhibit B" component of this Exhibit A shall apply only to additional Railroad Standards and specifications or other work items affecting Railroad work or structures or operations as set forth in said Exhibit B component.

Part 3 of 3

As each of the aforesaid may be modified from time to time by modifications co-signed by:
William E. Glavin, P.E., Director of the State's Rail Division, or his authorized representative or successor;
the NTTA's SH161 Technical Oversight Assistant, Wallace Heimer, P.E., or his authorized representative or successor;
the City's Transportation Director, Jim Sparks, P.E., or his authorized representative or successor;
and the Railroad's Assistant Vice-President Engineering Design or his authorized representative or successor.

EXHIBIT "A" INDEX OF SHEETS

I. GENERAL	
1	EXHIBIT "A" TITLE SHEET
2	EXHIBIT "A" INDEX OF SHEETS
3	EXHIBIT "A" SH 161 AND UPRR UNDERPASS RAILROAD LAYOUT
4 - 6	EXHIBIT "A" SH 161 AND UPRR UNDERPASS RAILROAD REQUIREMENTS FOR BRIDGE CONSTRUCTION
7	EXHIBIT "A" SH 161 AND UPRR UNDERPASS RAILROAD REQUIREMENTS FOR BRIDGE CONSTRUCTION
8	EXHIBIT "A" SH 161 AND UPRR UNDERPASS RAILROAD REQUIREMENTS FOR BRIDGE CONSTRUCTION
9	EXHIBIT "A" SH 161 AND UPRR UNDERPASS RAILROAD REQUIREMENTS FOR BRIDGE CONSTRUCTION
10 - 11	EXHIBIT "A" SH 161 AND UPRR UNDERPASS RAILROAD REQUIREMENTS FOR BRIDGE CONSTRUCTION
12	EXHIBIT "A" SH 161 AND UPRR UNDERPASS RAILROAD REQUIREMENTS FOR BRIDGE CONSTRUCTION
13	EXHIBIT "A" SH 161 AND UPRR UNDERPASS RAILROAD REQUIREMENTS FOR BRIDGE CONSTRUCTION
14	EXHIBIT "A" SH 161 AND UPRR UNDERPASS RAILROAD REQUIREMENTS FOR BRIDGE CONSTRUCTION
II. RAILROAD AND SHOOFLY DETAILS	
15 - 17	EXHIBIT "A" SH 161 AND UPRR UNDERPASS RAILROAD REQUIREMENTS FOR BRIDGE CONSTRUCTION
18 - 19	EXHIBIT "A" SH 161 AND UPRR UNDERPASS RAILROAD REQUIREMENTS FOR BRIDGE CONSTRUCTION
20 - 22	EXHIBIT "A" SH 161 AND UPRR UNDERPASS RAILROAD REQUIREMENTS FOR BRIDGE CONSTRUCTION
23 - 25	EXHIBIT "A" SH 161 AND UPRR UNDERPASS RAILROAD REQUIREMENTS FOR BRIDGE CONSTRUCTION
26 - 28	EXHIBIT "A" SH 161 AND UPRR UNDERPASS RAILROAD REQUIREMENTS FOR BRIDGE CONSTRUCTION
29 - 31	EXHIBIT "A" SH 161 AND UPRR UNDERPASS RAILROAD REQUIREMENTS FOR BRIDGE CONSTRUCTION
III. RAILROAD GRADE CROSSING DETAILS	
32 - 34	EXHIBIT "A" SH 161 AND UPRR UNDERPASS RAILROAD REQUIREMENTS FOR BRIDGE CONSTRUCTION
35 - 37	EXHIBIT "A" SH 161 AND UPRR UNDERPASS RAILROAD REQUIREMENTS FOR BRIDGE CONSTRUCTION
IV. RETAINING WALLS	
38 - 40	EXHIBIT "A" SH 161 AND UPRR UNDERPASS RAILROAD REQUIREMENTS FOR BRIDGE CONSTRUCTION
41 - 43	EXHIBIT "A" SH 161 AND UPRR UNDERPASS RAILROAD REQUIREMENTS FOR BRIDGE CONSTRUCTION
V. UPRR BRIDGE OVER SH 161	
44 - 46	EXHIBIT "A" SH 161 AND UPRR UNDERPASS RAILROAD REQUIREMENTS FOR BRIDGE CONSTRUCTION
47 - 49	EXHIBIT "A" SH 161 AND UPRR UNDERPASS RAILROAD REQUIREMENTS FOR BRIDGE CONSTRUCTION

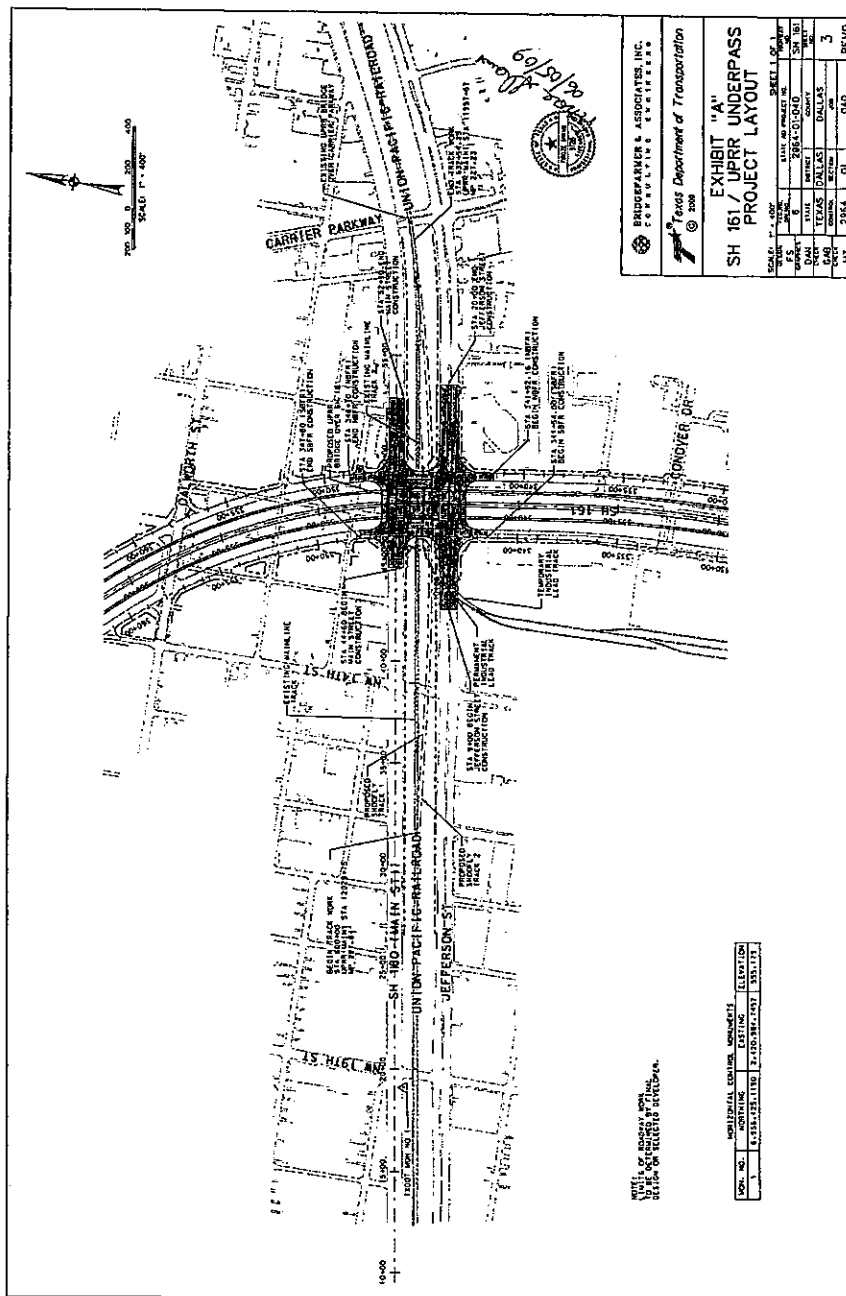
60/10/11

BERGZANDER & ASSOCIATES, INC.
 CONSULTING ENGINEERS

Texas Department of Transportation
 © 2008

EXHIBIT "A"
 SH 161/UPRR UNDERPASS
 INDEX OF SHEETS

DATE	REVISION	BY	CHKD	APP'D	REV
01/11/08	1	BERGZANDER	BERGZANDER	BERGZANDER	1
02/11/08	2	BERGZANDER	BERGZANDER	BERGZANDER	2
03/11/08	3	BERGZANDER	BERGZANDER	BERGZANDER	3
04/11/08	4	BERGZANDER	BERGZANDER	BERGZANDER	4
05/11/08	5	BERGZANDER	BERGZANDER	BERGZANDER	5
06/11/08	6	BERGZANDER	BERGZANDER	BERGZANDER	6
07/11/08	7	BERGZANDER	BERGZANDER	BERGZANDER	7
08/11/08	8	BERGZANDER	BERGZANDER	BERGZANDER	8
09/11/08	9	BERGZANDER	BERGZANDER	BERGZANDER	9
10/11/08	10	BERGZANDER	BERGZANDER	BERGZANDER	10
11/11/08	11	BERGZANDER	BERGZANDER	BERGZANDER	11
12/11/08	12	BERGZANDER	BERGZANDER	BERGZANDER	12



DATE OF ROADWAY WORK
LIMITED TO 30 DAYS
THIS ORDER IS FINAL
NO APPEALS

HORIZONTAL CONTROL MONUMENTS		
MON. NO.	NORTHING	EASTING
1	6,358.425,1130	7,420,984.7457
		555.173

BRIDGEPARKER & ASSOCIATES, INC.
CONSULTING ENGINEERS

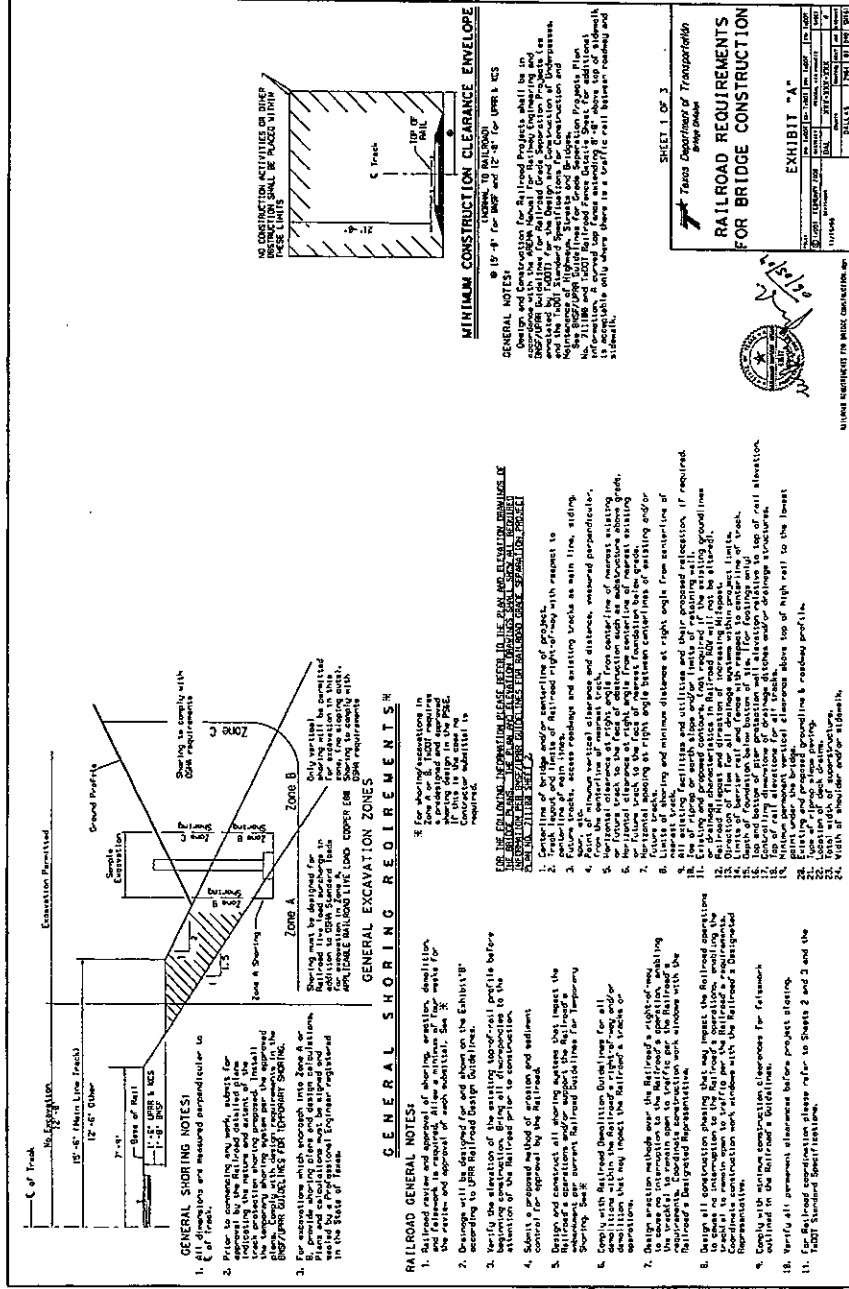
Texas Department of Transportation

© 2008

EXHIBIT "A"
SH 161 / UPRR UNDERPASS
PROJECT LAYOUT

SCALE	1" = 400'	SHEET 1 OF 1	
SECTION	TEXAS	STATE AND PROJECT NO.	SM 161
FS	6	2064-01-040	SHEET NO.
DATE	DAN	DATE	3
BY	DAN	COUNTY	DALLAS
DATE	2064	CITY	DALLAS
BY	DAN	SECTION	606
DATE	2064	DATE	3
BY	DAN	DATE	3

10/15/14
10/15/14



GENERAL SHORING NOTES:

1. All shoring shall be designed and constructed in accordance with the provisions of the Texas Department of Transportation (TxDOT) Standard Specifications for Construction and Maintenance of Highways, 2011 Edition, Section 901, and the Texas Department of Transportation (TxDOT) Standard Specifications for Construction and Maintenance of Bridges, 2011 Edition, Section 902.
2. Prior to commencing any work, shoring shall be approved by the Railroad District Office (RDO) and the Railroad District Office (RDO) shall be notified of the location and extent of the shoring. The RDO shall be notified of the location and extent of the shoring.
3. For excavations with shoring into Zone A or Zone B, the shoring shall be designed and constructed in accordance with the provisions of the Texas Department of Transportation (TxDOT) Standard Specifications for Construction and Maintenance of Highways, 2011 Edition, Section 901, and the Texas Department of Transportation (TxDOT) Standard Specifications for Construction and Maintenance of Bridges, 2011 Edition, Section 902.

GENERAL SHORING REQUIREMENTS:

1. Railroad shoring and approval of shoring, erection, demolition, and removal shall be in accordance with the provisions of the Texas Department of Transportation (TxDOT) Standard Specifications for Construction and Maintenance of Highways, 2011 Edition, Section 901, and the Texas Department of Transportation (TxDOT) Standard Specifications for Construction and Maintenance of Bridges, 2011 Edition, Section 902.
2. Drawings will be designed for and shown on the Exhibit "A" according to TxDOT Standard Specifications.
3. Verify the elevation of the existing top-of-rail profile before shoring is installed.
4. Submit a proposed method of erosion and sediment control for approval by the Railroad.
5. Design and construct all shoring systems that support the weight of the railroad tracks and the weight of the shoring.
6. Design and construct all shoring systems that support the weight of the railroad tracks and the weight of the shoring.
7. Design and construct all shoring systems that support the weight of the railroad tracks and the weight of the shoring.
8. Design and construct all shoring systems that support the weight of the railroad tracks and the weight of the shoring.
9. Design and construct all shoring systems that support the weight of the railroad tracks and the weight of the shoring.
10. Design and construct all shoring systems that support the weight of the railroad tracks and the weight of the shoring.
11. Design and construct all shoring systems that support the weight of the railroad tracks and the weight of the shoring.
12. Design and construct all shoring systems that support the weight of the railroad tracks and the weight of the shoring.
13. Design and construct all shoring systems that support the weight of the railroad tracks and the weight of the shoring.
14. Design and construct all shoring systems that support the weight of the railroad tracks and the weight of the shoring.
15. Design and construct all shoring systems that support the weight of the railroad tracks and the weight of the shoring.
16. Design and construct all shoring systems that support the weight of the railroad tracks and the weight of the shoring.
17. Design and construct all shoring systems that support the weight of the railroad tracks and the weight of the shoring.
18. Design and construct all shoring systems that support the weight of the railroad tracks and the weight of the shoring.
19. Design and construct all shoring systems that support the weight of the railroad tracks and the weight of the shoring.
20. Design and construct all shoring systems that support the weight of the railroad tracks and the weight of the shoring.
21. Design and construct all shoring systems that support the weight of the railroad tracks and the weight of the shoring.
22. Design and construct all shoring systems that support the weight of the railroad tracks and the weight of the shoring.
23. Design and construct all shoring systems that support the weight of the railroad tracks and the weight of the shoring.
24. Design and construct all shoring systems that support the weight of the railroad tracks and the weight of the shoring.
25. Design and construct all shoring systems that support the weight of the railroad tracks and the weight of the shoring.
26. Design and construct all shoring systems that support the weight of the railroad tracks and the weight of the shoring.
27. Design and construct all shoring systems that support the weight of the railroad tracks and the weight of the shoring.
28. Design and construct all shoring systems that support the weight of the railroad tracks and the weight of the shoring.
29. Design and construct all shoring systems that support the weight of the railroad tracks and the weight of the shoring.
30. Design and construct all shoring systems that support the weight of the railroad tracks and the weight of the shoring.

FOR THE FOLLOWING INFORMATION, PLEASE REFER TO THE PLAN AND ELEVATION DRAWINGS OF THE PROJECT:

1. Centerline of bridge and/or centerline of project.
2. Right-of-way and limits of railroad right-of-way with respect to the bridge and/or project.
3. Future tracks, access roadways and existing tracks as with line, siding, and/or other structures.
4. Point of minimum vertical clearance and distance, measured perpendicular, to the centerline of the railroad right-of-way.
5. Horizontal clearance at right angle from centerline of railroad right-of-way to the face of obstruction such as a structure above grade, or future track to the face of obstruction below grade.
6. Future tracks.
7. Future tracks.
8. Minimum vertical clearance at right angle from centerline of railroad right-of-way to the face of obstruction below grade.
9. All existing facilities and utilities and their proposed relocation, if required.
10. Existing and proposed obstructions, including the existing ground line and the proposed ground line.
11. Railroad right-of-way and limits of railroad right-of-way.
12. Railroad right-of-way and limits of railroad right-of-way.
13. Railroad right-of-way and limits of railroad right-of-way.
14. Railroad right-of-way and limits of railroad right-of-way.
15. Railroad right-of-way and limits of railroad right-of-way.
16. Railroad right-of-way and limits of railroad right-of-way.
17. Railroad right-of-way and limits of railroad right-of-way.
18. Railroad right-of-way and limits of railroad right-of-way.
19. Railroad right-of-way and limits of railroad right-of-way.
20. Railroad right-of-way and limits of railroad right-of-way.
21. Railroad right-of-way and limits of railroad right-of-way.
22. Railroad right-of-way and limits of railroad right-of-way.
23. Railroad right-of-way and limits of railroad right-of-way.
24. Railroad right-of-way and limits of railroad right-of-way.
25. Railroad right-of-way and limits of railroad right-of-way.
26. Railroad right-of-way and limits of railroad right-of-way.
27. Railroad right-of-way and limits of railroad right-of-way.
28. Railroad right-of-way and limits of railroad right-of-way.
29. Railroad right-of-way and limits of railroad right-of-way.
30. Railroad right-of-way and limits of railroad right-of-way.

MINIMUM CONSTRUCTION CLEARANCE ENVELOPE

Design and Construction for Railroad Projects shall be in accordance with the Texas Department of Transportation (TxDOT) Standard Specifications for Construction and Maintenance of Highways, 2011 Edition, Section 901, and the Texas Department of Transportation (TxDOT) Standard Specifications for Construction and Maintenance of Bridges, 2011 Edition, Section 902. The minimum clearance envelope shall be as shown on the Exhibit "A".

SHEET 1 OF 3

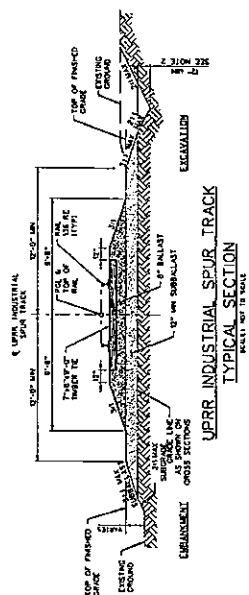
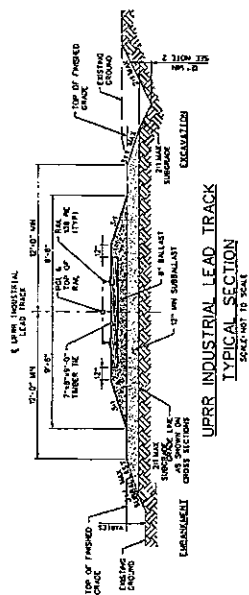
Texas Department of Transportation
Bridge Division

RAILROAD REQUIREMENTS
FOR BRIDGE CONSTRUCTION

EXHIBIT "A"

Project Name	Project Number	Project Location	Project Date
10/15/14	10/15/14	10/15/14	10/15/14

MINIMUM REQUIREMENTS FOR BRIDGE CONSTRUCTION



NOTES:


1. THE CONTRACTOR WILL FURNISH AND INSTALL BALLAST, TIE BARS, FASTENINGS, CONTRACTOR WILL CONSTRUCT SUPERGRADE AND INSTALL SUBBALLAST.

2. BOTTOM OF DITCH IS 12" BELOW BOTTOM OF SUBBALLAST.

FOR ALL OTHER DESIGN ASPECTS



FOR DITCH SIDE SLOPE DESIGN

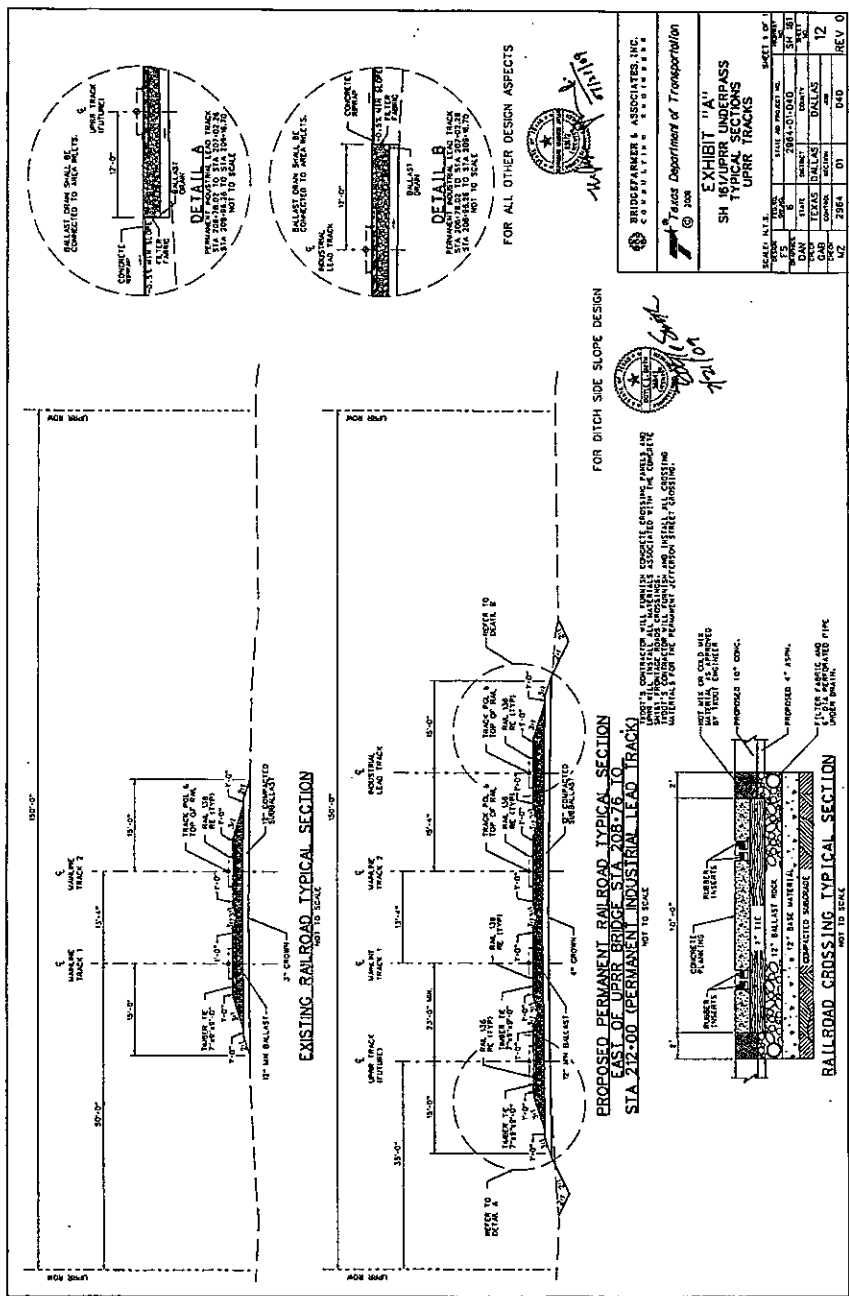


BRIDGEFARMER & ASSOCIATES, INC.
CONSULTING ENGINEERS

Texas Department of Transportation

EXHIBIT "A"
SH 161/UPRR UNDERPASS
TYPICAL SECTIONS
INDUSTRIAL LEAD &
SPUR TRACKS

SPUR TRACKS					SHEET 1 OF 1	
DATE	TIME	TYPE	STATE AND PROJECT NO.	THICKNESS		
F5	0	STATE	2084-01-040	SP 301		
JOAN				SP 302		
JOAN				SP 303		
GAB				SP 304		
SP 305				SP 306		
SP 307				SP 308		
SP 309				SP 310		
SP 311				SP 312		
SP 313				SP 314		
SP 315				SP 316		
SP 317				SP 318		
SP 319				SP 320		
SP 321				SP 322		
SP 323				SP 324		
SP 325				SP 326		
SP 327				SP 328		
SP 329				SP 330		
SP 331				SP 332		
SP 333				SP 334		
SP 335				SP 336		
SP 337				SP 338		
SP 339				SP 340		
SP 341				SP 342		
SP 343				SP 344		
SP 345				SP 346		
SP 347				SP 348		
SP 349				SP 350		
SP 351				SP 352		
SP 353				SP 354		
SP 355				SP 356		
SP 357				SP 358		
SP 359				SP 360		
SP 361				SP 362		
SP 363				SP 364		
SP 365				SP 366		
SP 367				SP 368		
SP 369				SP 370		
SP 371				SP 372		
SP 373				SP 374		
SP 375				SP 376		
SP 377				SP 378		
SP 379				SP 380		
SP 381				SP 382		
SP 383				SP 384		
SP 385				SP 386		
SP 387				SP 388		
SP 389				SP 390		
SP 391				SP 392		
SP 393				SP 394		
SP 395				SP 396		
SP 397				SP 398		
SP 399				SP 400		
SP 401				SP 402		
SP 403				SP 404		
SP 405				SP 406		
SP 407				SP 408		
SP 409				SP 410		
SP 411				SP 412		
SP 413				SP 414		
SP 415				SP 416		
SP 417				SP 418		
SP 419				SP 420		
SP 421				SP 422		
SP 423				SP 424		
SP 425				SP 426		
SP 427				SP 428		
SP 429				SP 430		
SP 431				SP 432		
SP 433				SP 434		
SP 435				SP 436		
SP 437				SP 438		
SP 439				SP 440		
SP 441				SP 442		
SP 443				SP 444		
SP 445				SP 446		
SP 447				SP 448		
SP 449				SP 450		
SP 451				SP 452		
SP 453				SP 454		
SP 455				SP 456		
SP 457				SP 458		
SP 459				SP 460		
SP 461				SP 462		
SP 463				SP 464		
SP 465				SP 466		
SP 467				SP 468		
SP 469				SP 470		
SP 471				SP 472		
SP 473				SP 474		
SP 475				SP 476		
SP 477				SP 478		
SP 479				SP 480		
SP 481				SP 482		
SP 483				SP 484		
SP 485				SP 486		
SP 487				SP 488		
SP 489				SP 490		
SP 491				SP 492		
SP 493				SP 494		
SP 495				SP 496		
SP 497				SP 498		
SP 499				SP 500		

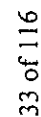



BRIDGEPARKER & ASSOCIATES, INC.
CONSULTING ENGINEERS

TEXAS Department of Transportation

EXHIBIT "A"
SH UPPER UNDERPASS
TYPICAL SECTIONS
UPRR TRACKS

SHEET NO.		SHEET OF	
13	13	13	13
14	14	14	14
15	15	15	15
16	16	16	16
17	17	17	17
18	18	18	18
19	19	19	19
20	20	20	20
21	21	21	21
22	22	22	22
23	23	23	23
24	24	24	24
25	25	25	25
26	26	26	26
27	27	27	27
28	28	28	28
29	29	29	29
30	30	30	30
31	31	31	31
32	32	32	32
33	33	33	33
34	34	34	34
35	35	35	35
36	36	36	36
37	37	37	37
38	38	38	38
39	39	39	39
40	40	40	40
41	41	41	41
42	42	42	42
43	43	43	43
44	44	44	44
45	45	45	45
46	46	46	46
47	47	47	47
48	48	48	48
49	49	49	49
50	50	50	50
51	51	51	51
52	52	52	52
53	53	53	53
54	54	54	54
55	55	55	55
56	56	56	56
57	57	57	57
58	58	58	58
59	59	59	59
60	60	60	60
61	61	61	61
62	62	62	62
63	63	63	63
64	64	64	64
65	65	65	65
66	66	66	66
67	67	67	67
68	68	68	68
69	69	69	69
70	70	70	70
71	71	71	71
72	72	72	72
73	73	73	73
74	74	74	74
75	75	75	75
76	76	76	76
77	77	77	77
78	78	78	78
79	79	79	79
80	80	80	80
81	81	81	81
82	82	82	82
83	83	83	83
84	84	84	84
85	85	85	85
86	86	86	86
87	87	87	87
88	88	88	88
89	89	89	89
90	90	90	90
91	91	91	91
92	92	92	92
93	93	93	93
94	94	94	94
95	95	95	95
96	96	96	96
97	97	97	97
98	98	98	98
99	99	99	99
100	100	100	100





BRIDGEFARMER & ASSOCIATES, INC.
CORPORATE FINANCIAL ENGINEERS

Texas Department of Transportation

EXHIBIT "A"
SH 161/UPRR UNDERPASS
TYPICAL SECTION
SHOOFLY TRACKS
ADJACENT TO UPRR BRIDGE

STATE	TX	STATE AND PROJECT NO.	2864-01-040	SPR 180	1 OF 1
COUNTY	DALLAS	PROJECT	DALLAS	TRK 1	
CITY	DALLAS	SECTION	040	REV 0	
DATE	2864				

HORIZONTAL ALIGNMENT DATA


Station	Time	Latitude	Longitude	Altitude	Temperature	Humidity	Wind	Clouds	Pressure	Remarks
1	0100	10° 15' N	106° 15' E	100	28.5	85	10	0	1010	Clear
2	0200	10° 15' N	106° 15' E	100	28.5	85	10	0	1010	Clear
3	0300	10° 15' N	106° 15' E	100	28.5	85	10	0	1010	Clear
4	0400	10° 15' N	106° 15' E	100	28.5	85	10	0	1010	Clear
5	0500	10° 15' N	106° 15' E	100	28.5	85	10	0	1010	Clear
6	0600	10° 15' N	106° 15' E	100	28.5	85	10	0	1010	Clear
7	0700	10° 15' N	106° 15' E	100	28.5	85	10	0	1010	Clear
8	0800	10° 15' N	106° 15' E	100	28.5	85	10	0	1010	Clear
9	0900	10° 15' N	106° 15' E	100	28.5	85	10	0	1010	Clear
10	1000	10° 15' N	106° 15' E	100	28.5	85	10	0	1010	Clear
11	1100	10° 15' N	106° 15' E	100	28.5	85	10	0	1010	Clear
12	1200	10° 15' N	106° 15' E	100	28.5	85	10	0	1010	Clear
13	1300	10° 15' N	106° 15' E	100	28.5	85	10	0	1010	Clear
14	1400	10° 15' N	106° 15' E	100	28.5	85	10	0	1010	Clear
15	1500	10° 15' N	106° 15' E	100	28.5	85	10	0	1010	Clear
16	1600	10° 15' N	106° 15' E	100	28.5	85	10	0	1010	Clear
17	1700	10° 15' N	106° 15' E	100	28.5	85	10	0	1010	Clear
18	1800	10° 15' N	106° 15' E	100	28.5	85	10	0	1010	Clear
19	1900	10° 15' N	106° 15' E	100	28.5	85	10	0	1010	Clear
20	2000	10° 15' N	106° 15' E	100	28.5	85	10	0	1010	Clear
21	2100	10° 15' N	106° 15' E	100	28.5	85	10	0	1010	Clear
22	2200	10° 15' N	106° 15' E	100	28.5	85	10	0	1010	Clear
23	2300	10° 15' N	106° 15' E	100	28.5	85	10	0	1010	Clear
24	0000	10° 15' N	106° 15' E	100	28.5	85	10	0	1010	Clear

Element	Element - Serial No.	DATE	STATION	DEPTH (M)	DEPTH (F)	WIND DIRECTION	WIND SPEED - 10 MIN	WIND SPEED - 10 MIN
1	1	11/11/50	111	111	111	111	111	111
2	2	11/11/50	111	111	111	111	111	111
3	3	11/11/50	111	111	111	111	111	111
4	4	11/11/50	111	111	111	111	111	111
5	5	11/11/50	111	111	111	111	111	111
6	6	11/11/50	111	111	111	111	111	111
7	7	11/11/50	111	111	111	111	111	111
8	8	11/11/50	111	111	111	111	111	111
9	9	11/11/50	111	111	111	111	111	111
10	10	11/11/50	111	111	111	111	111	111
11	11	11/11/50	111	111	111	111	111	111
12	12	11/11/50	111	111	111	111	111	111
13	13	11/11/50	111	111	111	111	111	111
14	14	11/11/50	111	111	111	111	111	111
15	15	11/11/50	111	111	111	111	111	111
16	16	11/11/50	111	111	111	111	111	111
17	17	11/11/50	111	111	111	111	111	111
18	18	11/11/50	111	111	111	111	111	111
19	19	11/11/50	111	111	111	111	111	111
20	20	11/11/50	111	111	111	111	111	111
21	21	11/11/50	111	111	111	111	111	111
22	22	11/11/50	111	111	111	111	111	111
23	23	11/11/50	111	111	111	111	111	111
24	24	11/11/50	111	111	111	111	111	111
25	25	11/11/50	111	111	111	111	111	111
26	26	11/11/50	111	111	111	111	111	111
27	27	11/11/50	111	111	111	111	111	111
28	28	11/11/50	111	111	111	111	111	111
29	29	11/11/50	111	111	111	111	111	111
30	30	11/11/50	111	111	111	111	111	111
31	31	11/11/50	111	111	111	111	111	111
32	32	11/11/50	111	111	111	111	111	111
33	33	11/11/50	111	111	111	111	111	111
34	34	11/11/50	111	111	111	111	111	111
35	35	11/11/50	111	111	111	111	111	111
36	36	11/11/50	111	111	111	111	111	111
37	37	11/11/50	111	111	111	111	111	111
38	38	11/11/50	111	111	111	111	111	111
39	39	11/11/50	111	111	111	111	111	111
40	40	11/11/50	111	111	111	111	111	111
41	41	11/11/50	111	111	111	111	111	111
42	42	11/11/50	111	111	111	111	111	111
43	43	11/11/50	111	111	111	111	111	111
44	44	11/11/50	111	111	111	111	111	111

[illegible]

Element	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
Element 1	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
Element 2	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
Element 3	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
Element 4	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
Element 5	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
Element 6	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
Element 7	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
Element 8	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
Element 9	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
Element 10	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
Element 11	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
Element 12	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
Element 13	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
Element 14	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
Element 15	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
Element 16	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
Element 17	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58																																										

[illegible]



BRIDGE PARTER & ASSOCIATES, INC.
ATTORNEYS AT LAW

Texas Department of Transportation

© 2004

EXHIBIT "A"

SH 161/UPRR UNDERPASS

HORIZONTAL CONTROL DATA

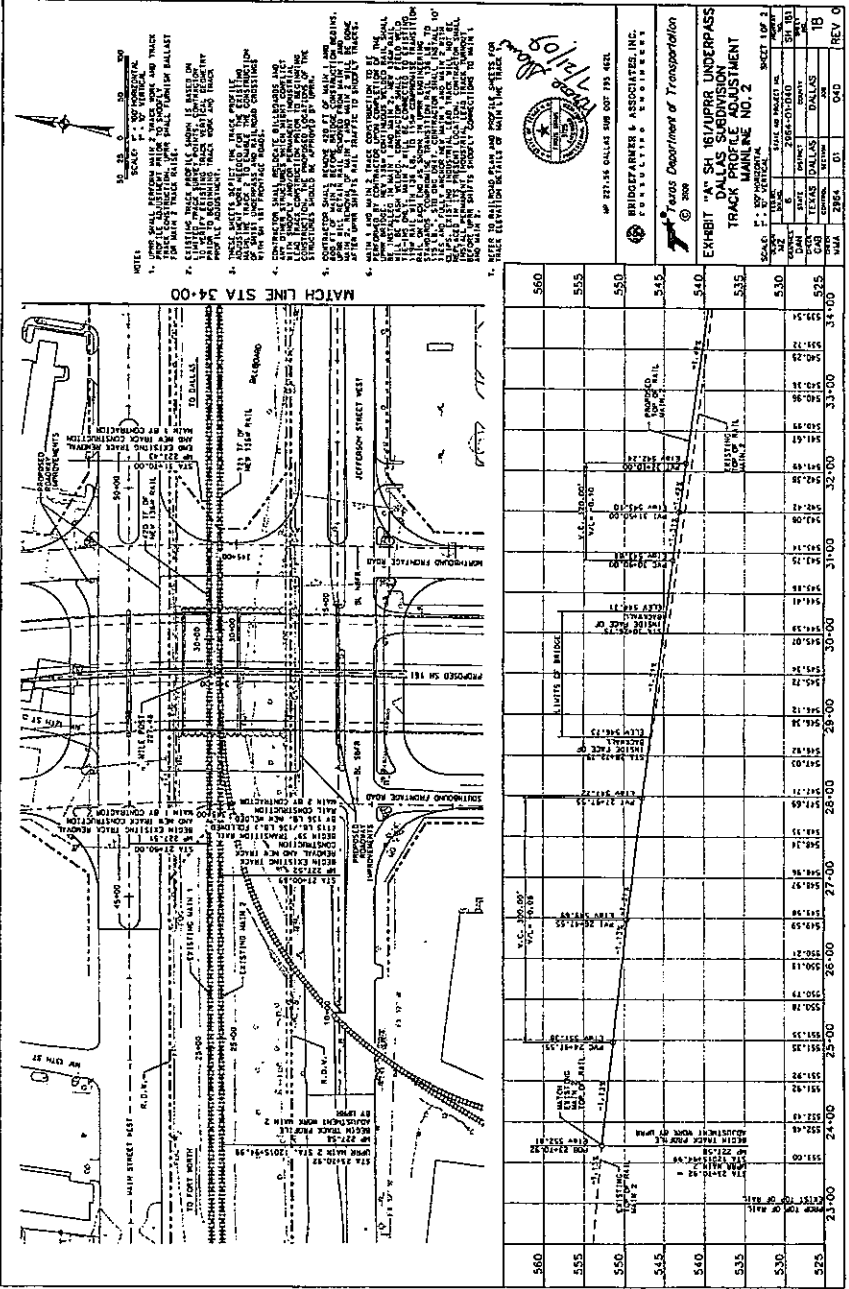
STATION	STATION NAME	STATION NO.	STATION TYPE	STATION CLASS	STATION DATA
1	161	161	161	161	161
2	162	162	162	162	162
3	163	163	163	163	163
4	164	164	164	164	164
5	165	165	165	165	165
6	166	166	166	166	166
7	167	167	167	167	167
8	168	168	168	168	168
9	169	169	169	169	169
10	170	170	170	170	170
11	171	171	171	171	171
12	172	172	172	172	172
13	173	173	173	173	173
14	174	174	174	174	174
15	175	175	175	175	175
16	176	176	176	176	176
17	177	177	177	177	177
18	178	178	178	178	178
19	179	179	179	179	179
20	180	180	180	180	180
21	181	181	181	181	181
22	182	182	182	182	182
23	183	183	183	183	183
24	184	184	184	184	184
25	185	185	185	185	185
26	186	186	186	186	186
27	187	187	187	187	187
28	188	188	188	188	188
29	189	189	189	189	189
30	190	190	190	190	190
31	191	191	191	191	191
32	192	192	192	192	192
33	193	193	193	193	193
34	194	194	194	194	194
35	195	195	195	195	195
36	196	196	196	196	196
37	197	197	197	197	197
38	198	198	198	198	198
39	199	199	199	199	199
40	200	200	200	200	200
41	201	201	201	201	201
42	202	202	202	202	202
43	203	203	203	203	203
44	204	204	204	204	204
45	205	205	205	205	205
46	206	206	206	206	206
47	207	207	207	207	207
48	208	208	208	208	208
49	209	209	209	209	209
50	210	210	210	210	210
51	211	211	211	211	211
52	212	212	212	212	212
53	213	213	213	213	213
54	214	214	214	214	214
55	215	215	215	215	215
56	216	216	216	216	216
57	217	217	217	217	217
58	218	218	218	218	218
59	219	219	219	219	219
60	220	220	220	220	220
61	221	221	221	221	221
62	222	222	222	222	222
63	223	223	223	223	223

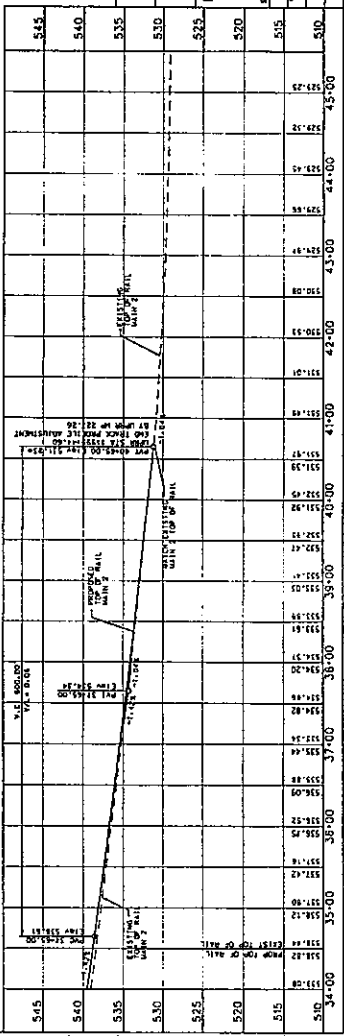
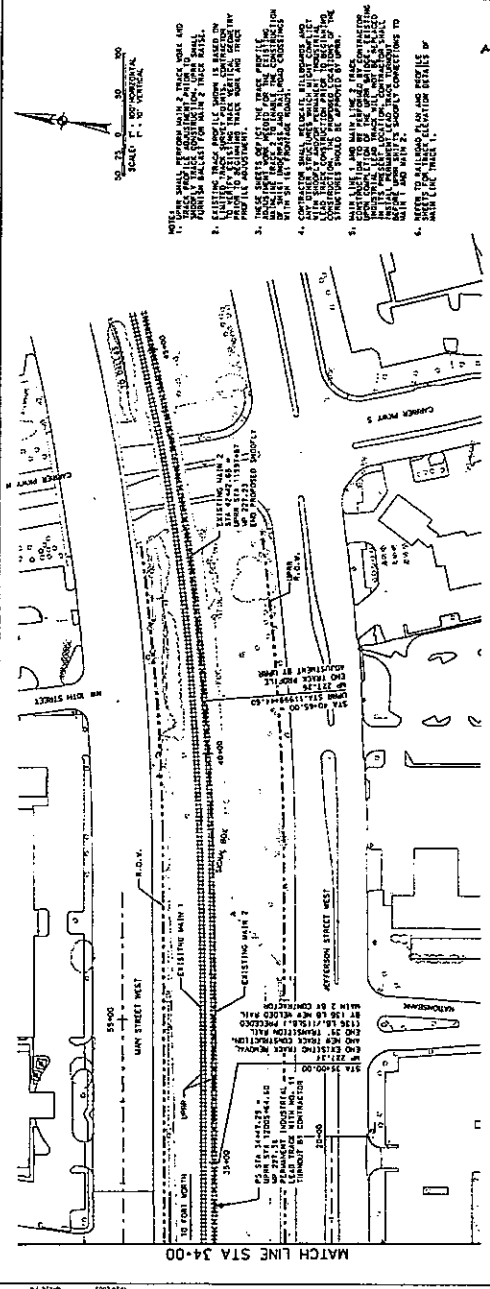
BRIDGEFARMER & ASSOCIATES, INC.

Texas Department of Transportation
© 2004

EXHIBIT "A"
SH 161/UPRR UNDERPASS
HORIZONTAL CONTROL DATA

ALCI	71022	11010	PROJECT NO.	SHEET	NO.
M/2	6	2964-01-040	DISTRICT	5H	101
CAN	TEXAS	DALLAS	COUNTY	16	
BRIDGE	SECTION	JOB			
PCAB	308A	01	01/A		BE1100



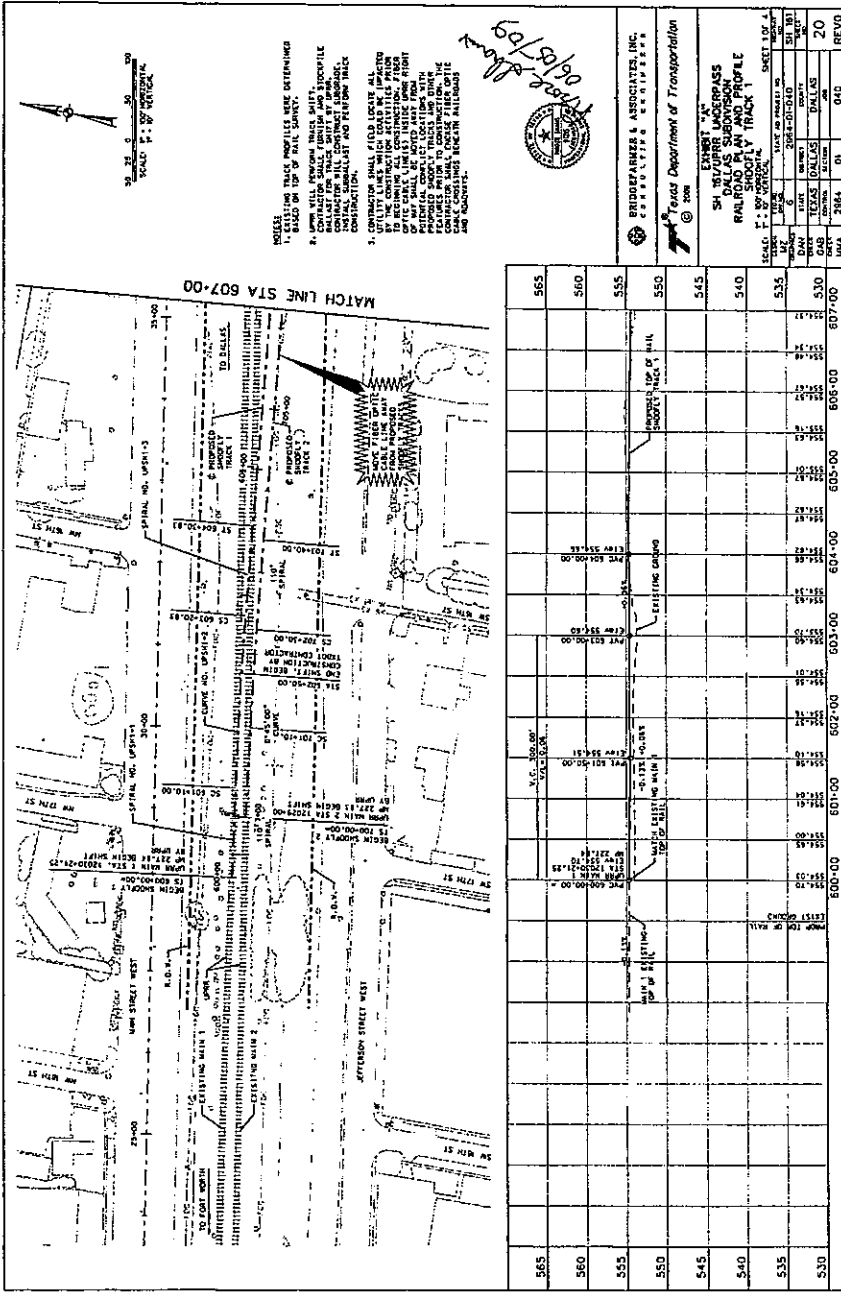


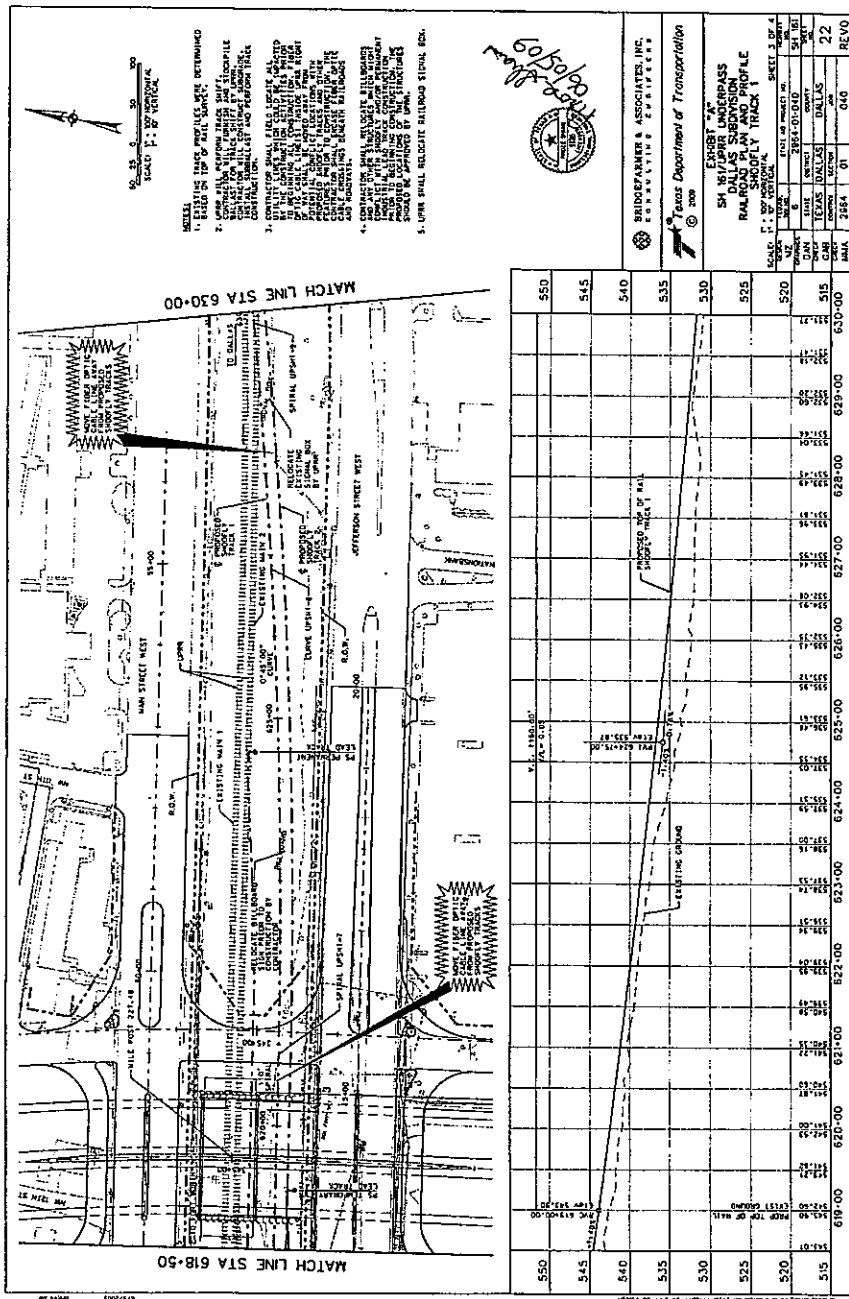
10 12 14 16 18 20
SCALE: 1" = 20' HORIZONTAL
1" = 10' VERTICAL

- NOTES: SHALL BE OPEN TO THE PUBLIC AND SHALL BE AVAILABLE FOR INSPECTION BY THE PUBLIC AT ALL TIMES. THE FOLLOWING NOTES ARE TO BE OBSERVED BY THE CONTRACTOR:
1. THE TRACK SHALL BE CONSTRUCTED TO THE STANDARD GAUGE OF 4' 8 1/2".
 2. THE TRACK SHALL BE CONSTRUCTED TO THE STANDARD GAUGE OF 4' 8 1/2".
 3. THE TRACK SHALL BE CONSTRUCTED TO THE STANDARD GAUGE OF 4' 8 1/2".
 4. THE TRACK SHALL BE CONSTRUCTED TO THE STANDARD GAUGE OF 4' 8 1/2".
 5. THE TRACK SHALL BE CONSTRUCTED TO THE STANDARD GAUGE OF 4' 8 1/2".
 6. THE TRACK SHALL BE CONSTRUCTED TO THE STANDARD GAUGE OF 4' 8 1/2".
 7. THE TRACK SHALL BE CONSTRUCTED TO THE STANDARD GAUGE OF 4' 8 1/2".
 8. THE TRACK SHALL BE CONSTRUCTED TO THE STANDARD GAUGE OF 4' 8 1/2".
 9. THE TRACK SHALL BE CONSTRUCTED TO THE STANDARD GAUGE OF 4' 8 1/2".
 10. THE TRACK SHALL BE CONSTRUCTED TO THE STANDARD GAUGE OF 4' 8 1/2".

6/11/09
K. J. ALLEN
K. J. ALLEN & ASSOCIATES, INC.
ENGINEERING

TEXAS DEPARTMENT OF TRANSPORTATION
EXHIBIT "A" SH 161/162 UNDERPASS
DALLAS SUBDIVISION
TRACK PROFILE ADJUSTMENT
PLAN SHEET NO. 2
SHEET 2 OF 2
DATE: 6/11/09
BY: K. J. ALLEN
CHECKED: K. J. ALLEN
DATE: 6/11/09
SCALE: 1" = 20' HORIZONTAL
1" = 10' VERTICAL
PROJECT: SH 161/162 UNDERPASS
LOCATION: DALLAS, TEXAS
SHEET NO.: 19
REV: 0





- NOTES**
1. BASED ON 1950 SURVEY DATA.
 2. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE TEXAS STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
 3. CONTRACTOR SHALL FURNISH ALL MATERIALS AND LABOR REQUIRED FOR THE CONSTRUCTION OF THE PROJECT.
 4. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.
 5. UPON COMPLETION, THE PROJECT SHALL BE MAINTAINED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE TEXAS STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.

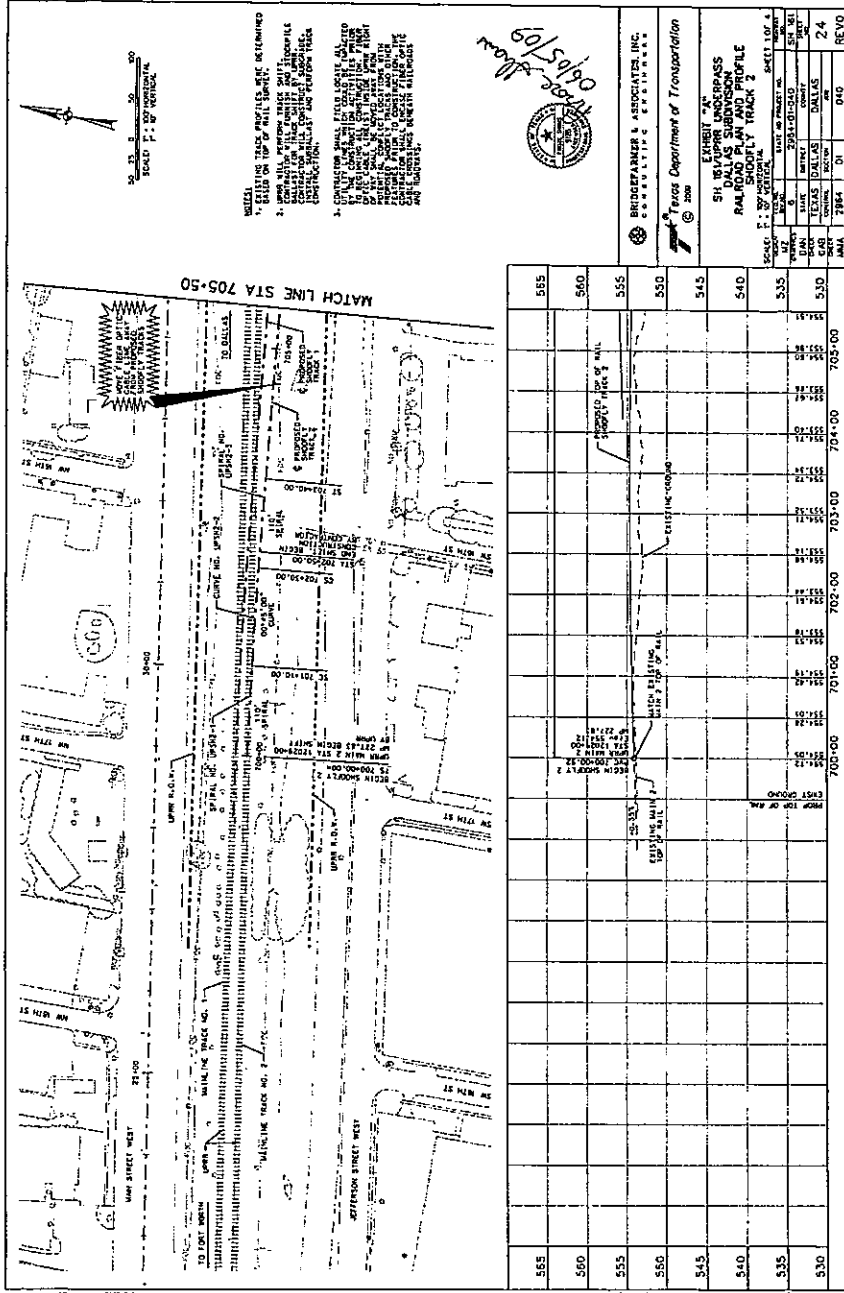


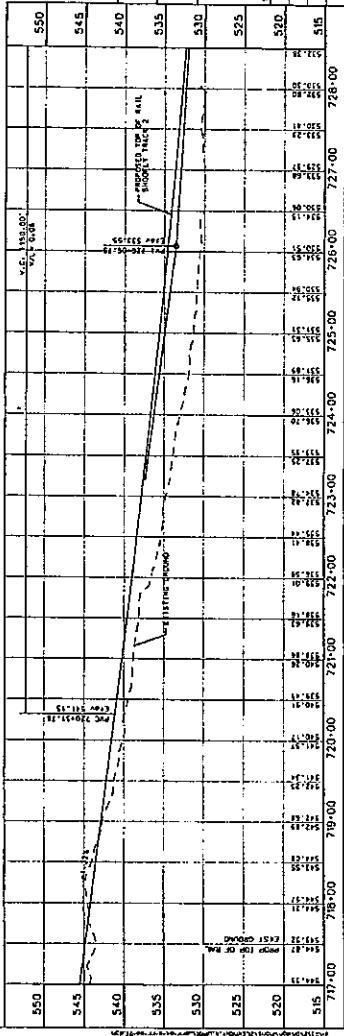
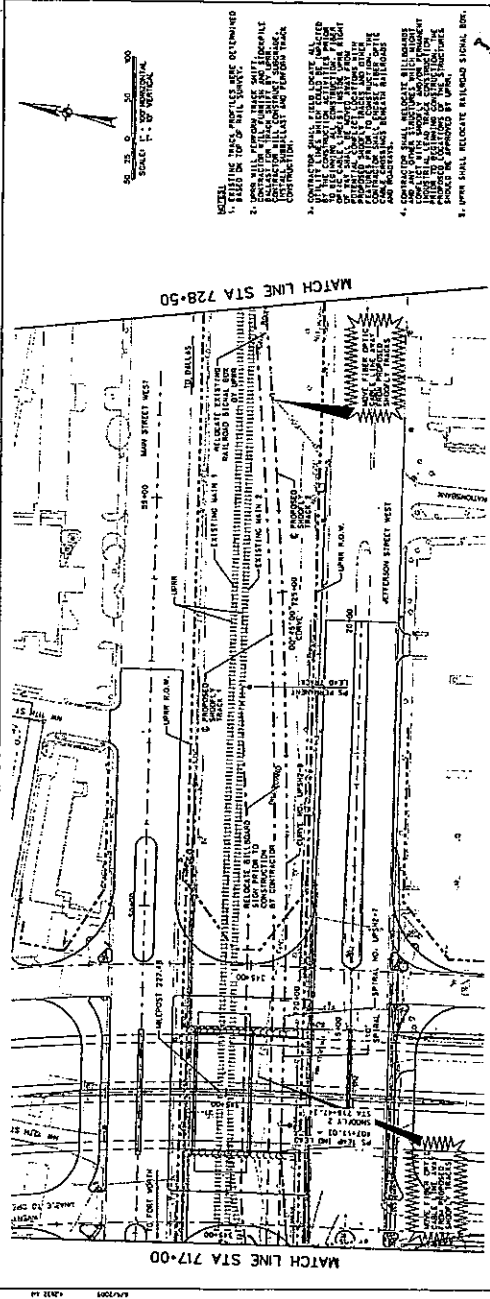
BRIDGEFARMER & ASSOCIATES, INC.
CONSULTING ENGINEERS

Texas Department of Transportation

SH 161/162 UNDERPASS
DALLAS SUBDIVISION
RAILROAD PLAN AND PROFILE
SHEET 1 OF 4

DATE	BY	REVISION
12/31/2024	J. Smith	1
12/31/2024	J. Smith	2
12/31/2024	J. Smith	3
12/31/2024	J. Smith	4
12/31/2024	J. Smith	5
12/31/2024	J. Smith	6
12/31/2024	J. Smith	7
12/31/2024	J. Smith	8
12/31/2024	J. Smith	9
12/31/2024	J. Smith	10
12/31/2024	J. Smith	11
12/31/2024	J. Smith	12
12/31/2024	J. Smith	13
12/31/2024	J. Smith	14
12/31/2024	J. Smith	15
12/31/2024	J. Smith	16
12/31/2024	J. Smith	17
12/31/2024	J. Smith	18
12/31/2024	J. Smith	19
12/31/2024	J. Smith	20
12/31/2024	J. Smith	21
12/31/2024	J. Smith	22





NOTES:

1. THE TOP OF THE TRACK SHALL BE DETERMINED BY THE FOLLOWING:
2. THE TRACK SHALL BE DETERMINED BY THE FOLLOWING:
3. THE TRACK SHALL BE DETERMINED BY THE FOLLOWING:
4. THE TRACK SHALL BE DETERMINED BY THE FOLLOWING:
5. THE TRACK SHALL BE DETERMINED BY THE FOLLOWING:

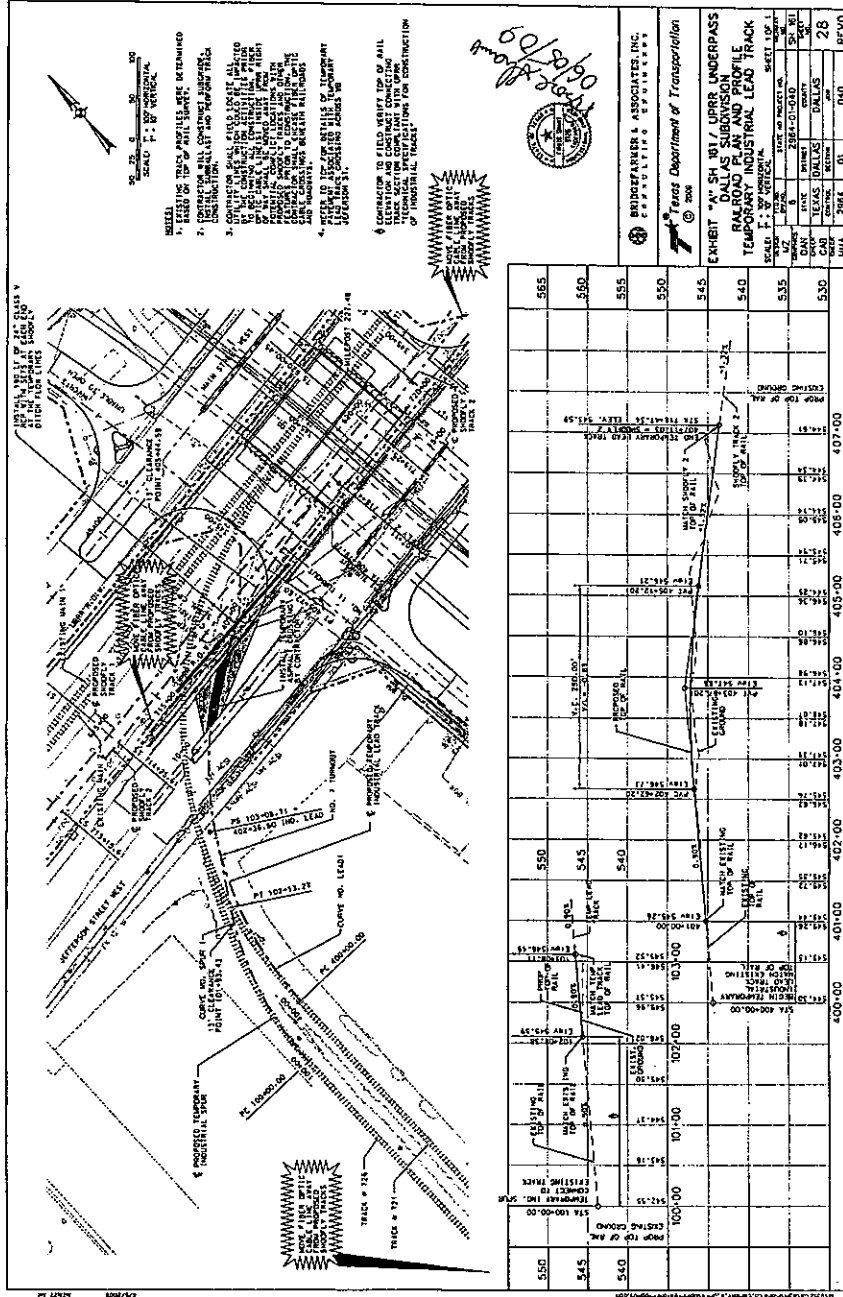
PROPOSED TRACK

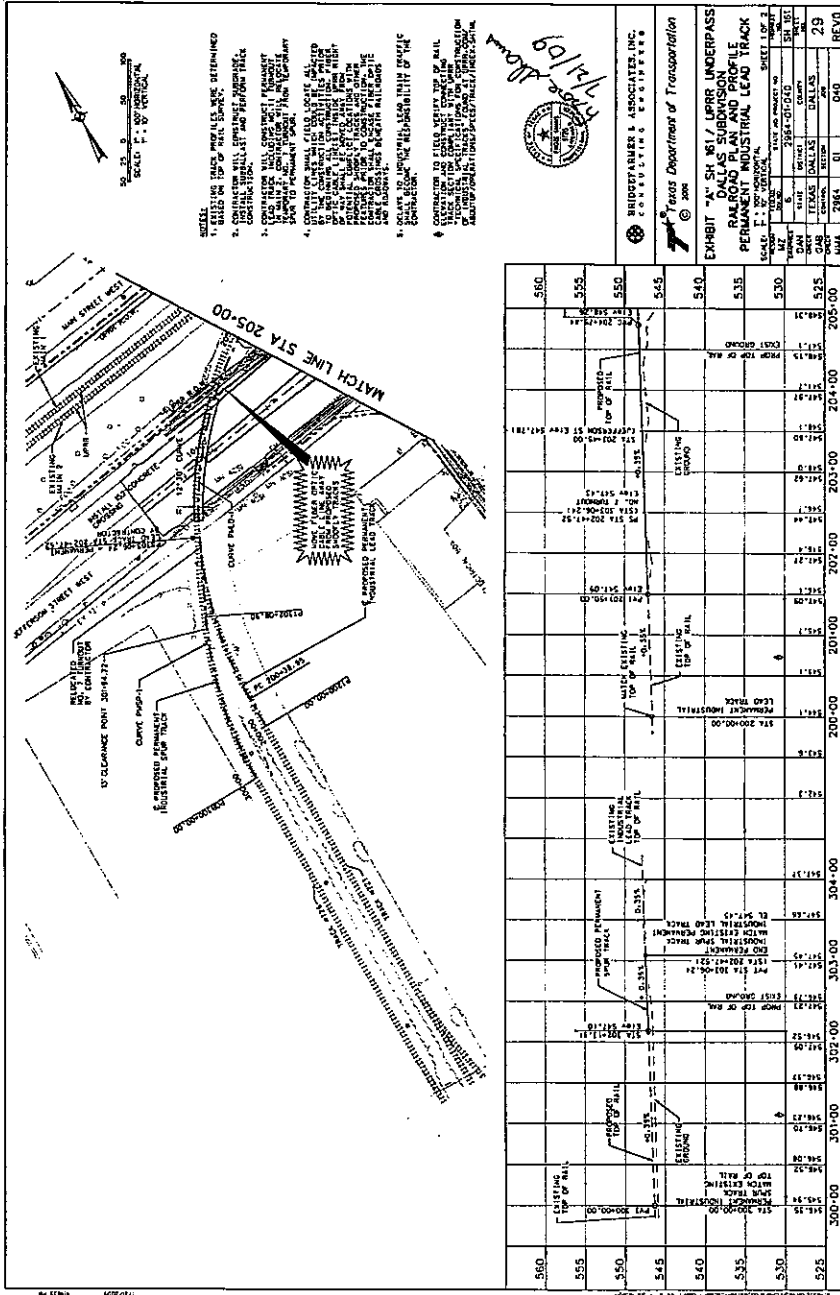
EXISTING TRACK

VERTICAL CURVE

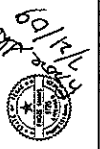
STATIONING

ELEVATION

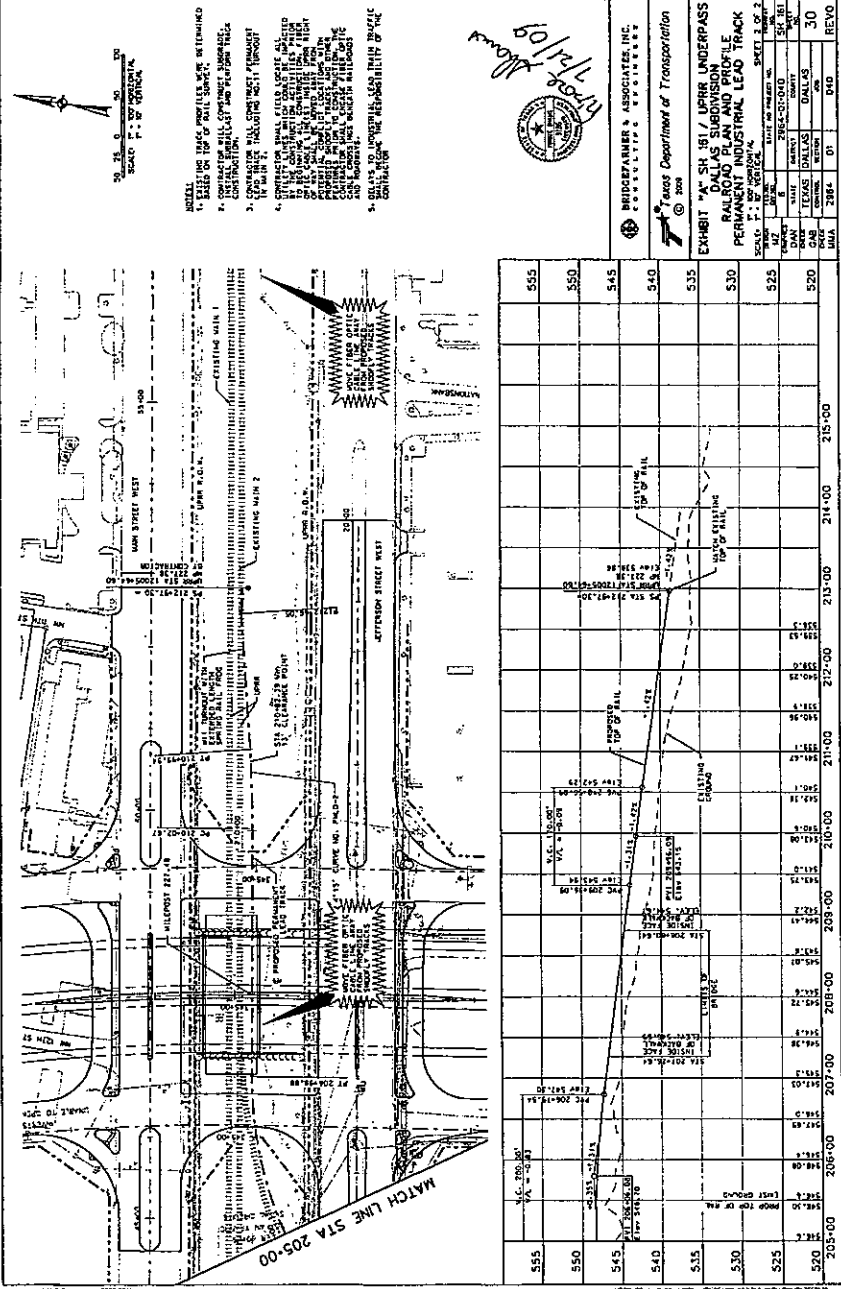




1. BASELINE TOP OF RAIL ELEVATION DETERMINED BY SURVEY.
2. CONTRACTOR WILL CONSTRUCT PERMANENT TRACKING.
3. CONTRACTOR WILL CONSTRUCT PERMANENT TRACKING.
4. CONTRACTOR WILL CONSTRUCT PERMANENT TRACKING.
5. CONTRACTOR WILL CONSTRUCT PERMANENT TRACKING.
6. CONTRACTOR WILL CONSTRUCT PERMANENT TRACKING.
7. CONTRACTOR WILL CONSTRUCT PERMANENT TRACKING.
8. CONTRACTOR WILL CONSTRUCT PERMANENT TRACKING.
9. CONTRACTOR WILL CONSTRUCT PERMANENT TRACKING.
10. CONTRACTOR WILL CONSTRUCT PERMANENT TRACKING.



BRIDGE ENGINEER & ASSOCIATES, INC.
 CIVIL ENGINEERING
 2008
 EXHIBIT "A" SH 861 / LRRR UNDERPASS
 RAILROAD PLAN AND PROFILE
 PERMANENT INDUSTRIAL LEAD TRACK
 SCALE: 1" = 20' HORIZONTAL
 SCALE: 1" = 10' VERTICAL
 SHEET 1 OF 2
 DRAWN BY: J. B. BROWN
 CHECKED BY: J. B. BROWN
 DATE: 11/14/09
 PROJECT NO.: 2004-01-040
 REV: 29



[illegible]

1. PROPOSED FLASHING LIGHT SIGNALS WITH 2 - 28 FOOT LENGTH GATE ARMS.
2. PROPOSED 2 - BELLS AS SHOWN ON THE LAYOUT.
3. PROPOSED 2" X 10" HORNERS SHALL BE USED AND COUPLED WITH LED'S FLASH ENTITLED BROOKS (AS PROPOSED) NO LESS THAN 8.5 VOLTS UNDER NORMAL OPERATING CONDITIONS.

1. INSTALL REINFORCING BARS AND CHAIRS.
2. INSTALL CONCRETE CROSSING PANELS FURNISHED BY CONTRACTOR AT
3. BASE EXISTING WALK 2 TO SAME ELEVATION AS EXISTING WALK 1.

• ERECTION AND INSTALLATION OF BARRICADES AND WARNING SIGNS
• CONSTRUCTION OF TEMPORARY TRAFFIC CONTROL DURING
CONSTRUCTION.
• ERECTION AND INSTALLATION OF TRAFFIC SIGNALS FOR TEMPORARY AND PERMANENT TRAFFIC.

• ERECTION AND INSTALLATION OF CONCRETE PAVEMENT TO BE INSTALLED AT THE END OF THE CONTRACT ROAD BY OWNER.

• REMOVAL OF EXISTING INDUSTRIAL LEAD TRACK TURNOUT AT UPPER MAIN STREET AND RELOCATION OF EXISTING INDUSTRIAL LEAD TRACK TURNOUT AT LOWER MAIN STREET TO AVOID INTERFERENCE WITH TRAFFIC.

RAILROAD SIGNAL CIRCUITS FOR
THIS PROJECT WERE NOT DESIGN-
ED BY THE UNDERSIGNED ENGINEER.

7/21/09

U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D.C.

BRIDGEFARMER & ASSOCIATES, INC.
CONSULTING ENGINEERS

EXHIBIT "A"
SH 161 NORTHBOUND FRONTAGE
ROAD AT UPRR GENERAL NOTES
GRADE CROSSING WARNING DEVICES
DALLAS SUBDIVISION
SCALE: NONE
SHEET 1 OF 3

[illegible]

FILE NO. 934 10940

[illegible]

1. IMPROVED FLASHING LIGHT SIGNALS WITH 2 - 24 FOOT LENGTH GATE ARMS.

1. INSTALL RAILROAD CROSSING SIGNALS AND GATES.
2. INSTALL CONCRETE CROSSING PANELS FURNISHED BY CONTRACTOR AT SUB FRONTAGE ROADS.
3. SURVEY EXISTING MAIN 2 IN SAME SITUATION AS EXISTING MAIN 1.

1. TURN ON AND INSTALL BARRICADES AND WARNING SIGNS
2. CONDUCT PRELIMINARY SURVEILLANCE OPERATIONS DURING
CONSTRUCTION HOURS
3. TURN ON AND INSTALL HAL AND LUNEDITS FOR TEMPORARY AND
PERMANENT TRACES.
4. TURN ON CONCRETE CROSSING PAILS TO BE INSTALLED
BY LANE ON AN 18'50' FRONTAGE ROAD BY SPAN.
5. REMOVE EXISTING MONITORING LEAD AND TRACK MONITOR AT LANE 2 AND
LANE 3. A GOOD-40' MONITORING LEAD IS BEING INSTALLED
FOR MONITORING LEAD AND TRACK MONITORING LEAD 2 AND
LANE 3.

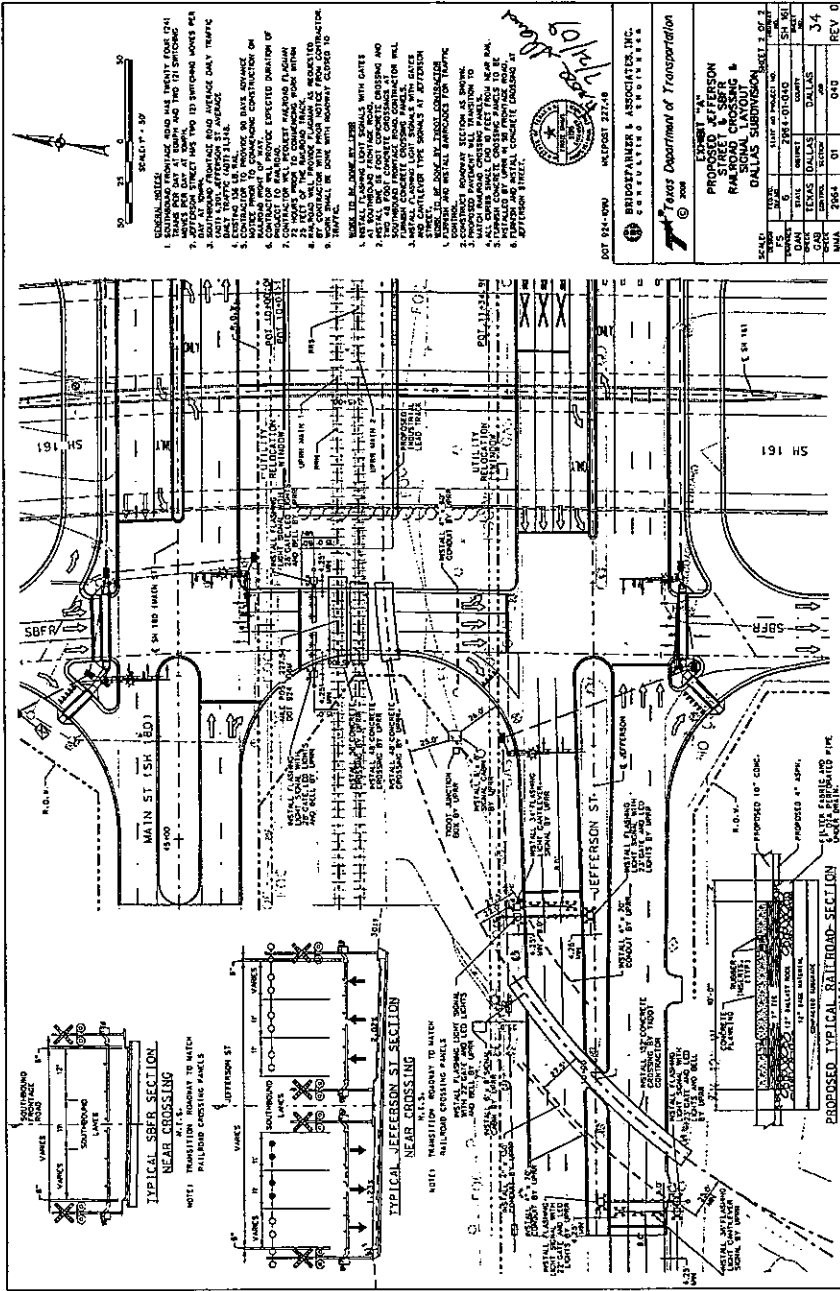


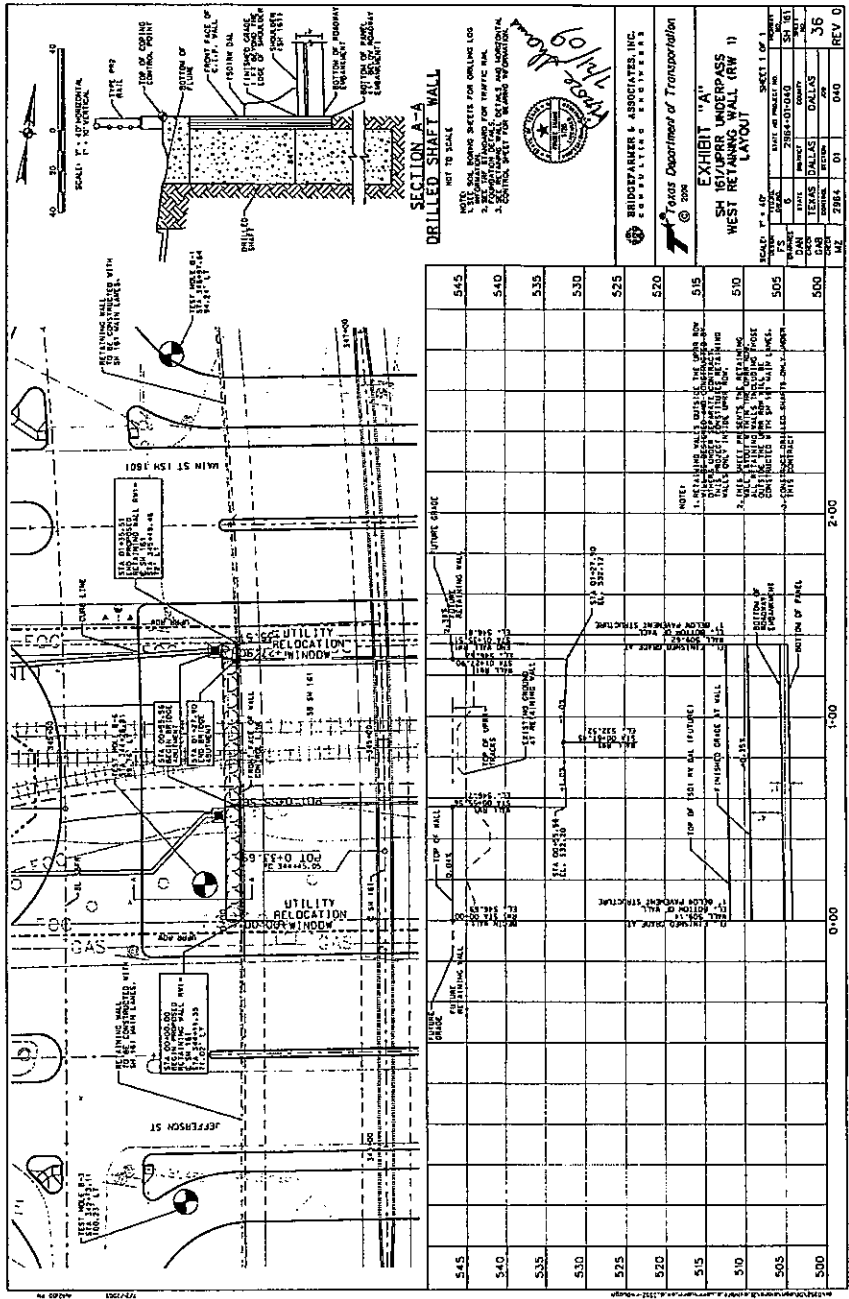
BRIDGEFARMER & ASSOCIATES, INC.
CONSULTING ENGINEERS

EXHIBIT "A"
151 SOUTHBOUND FRONTAGE
ROAD AT UPRR GENERAL NOTES
CROSSING WARNING DEVICES
DALLAS SUBDIVISION

1	STATE	STATE OR PROJECT NO.	DATE	REV
2	0	2064-01-040	32	040
3	STATE	COUNTY		
4	DALLAS	DALLAS		
5	SECTION	SECTION		
6	2064	01	040	

45122 1506 171
7792 426 100





**SECTION A-A
DRILLED SHAFT WALL**

NOT TO SCALE

NOTE: SEE DRAWING SHEETS FOR OVERALL LAYOUT AND DIMENSIONS. THIS SHEET IS FOR THE DRILLED SHAFT WALL ONLY.

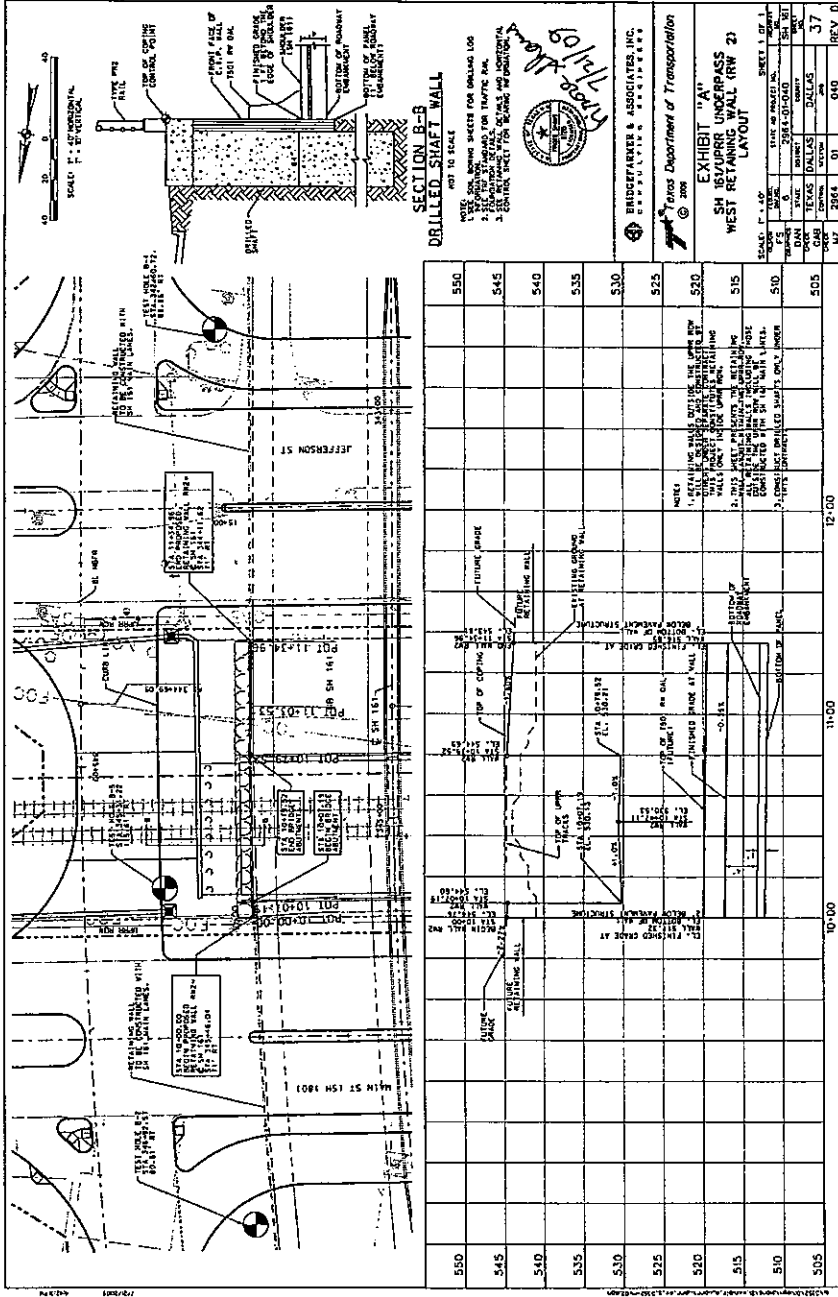


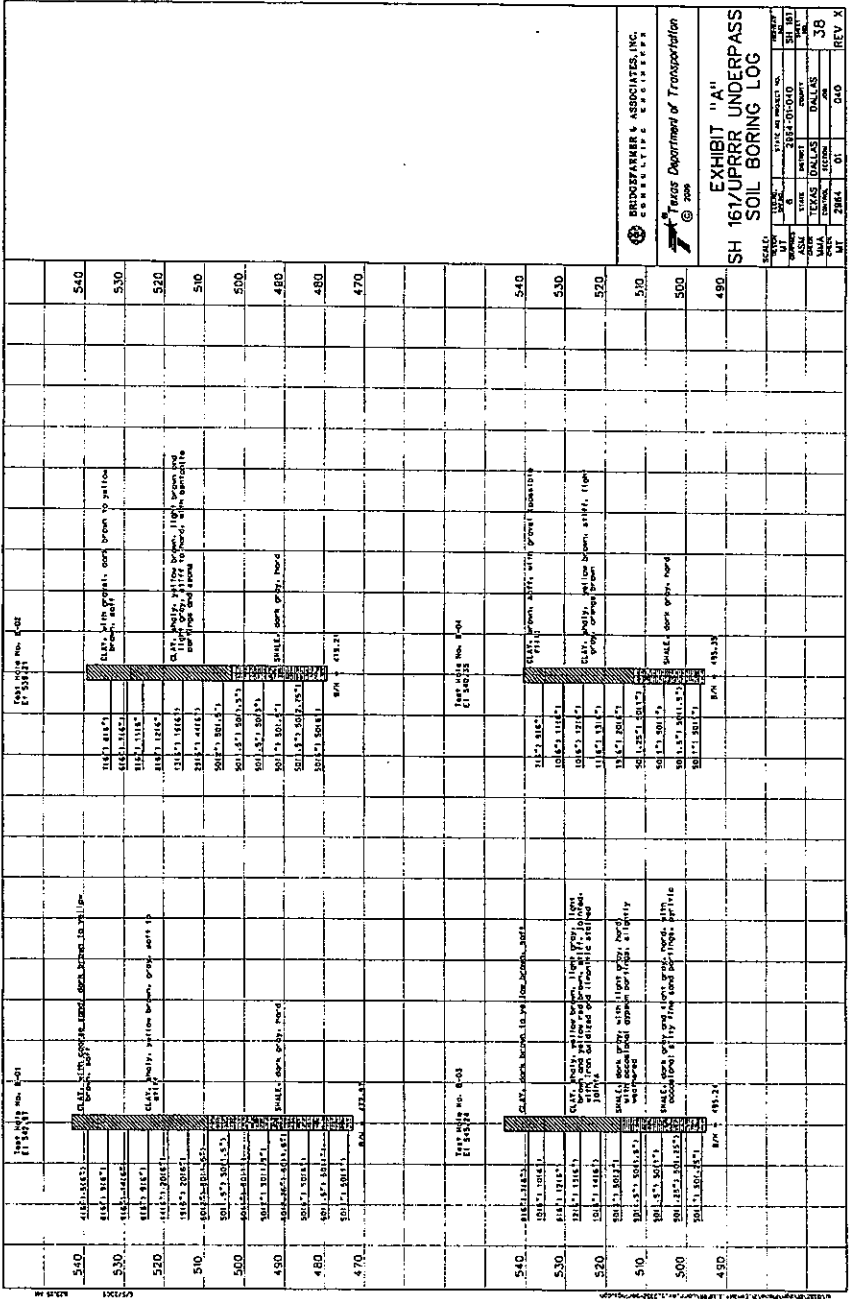
REDUCED SCALE: 1/4" = 1'-0"

TEXAS Department of Transportation

EXHIBIT "A"
SH 161/UPPER UNDERPASS
WEST RETAINING WALL (RW 1)
LAYOUT

DATE	BY	CHKD	APP'D	REV
12/1/2000	J. D. Smith	M. J. Jones	D. E. Brown	1
01/15/2001	J. D. Smith	M. J. Jones	D. E. Brown	2
03/01/2001	J. D. Smith	M. J. Jones	D. E. Brown	3
05/15/2001	J. D. Smith	M. J. Jones	D. E. Brown	4
07/01/2001	J. D. Smith	M. J. Jones	D. E. Brown	5
09/01/2001	J. D. Smith	M. J. Jones	D. E. Brown	6
11/01/2001	J. D. Smith	M. J. Jones	D. E. Brown	7
01/01/2002	J. D. Smith	M. J. Jones	D. E. Brown	8
03/01/2002	J. D. Smith	M. J. Jones	D. E. Brown	9
05/01/2002	J. D. Smith	M. J. Jones	D. E. Brown	10
07/01/2002	J. D. Smith	M. J. Jones	D. E. Brown	11
09/01/2002	J. D. Smith	M. J. Jones	D. E. Brown	12
11/01/2002	J. D. Smith	M. J. Jones	D. E. Brown	13
01/01/2003	J. D. Smith	M. J. Jones	D. E. Brown	14
03/01/2003	J. D. Smith	M. J. Jones	D. E. Brown	15
05/01/2003	J. D. Smith	M. J. Jones	D. E. Brown	16
07/01/2003	J. D. Smith	M. J. Jones	D. E. Brown	17
09/01/2003	J. D. Smith	M. J. Jones	D. E. Brown	18
11/01/2003	J. D. Smith	M. J. Jones	D. E. Brown	19
01/01/2004	J. D. Smith	M. J. Jones	D. E. Brown	20
03/01/2004	J. D. Smith	M. J. Jones	D. E. Brown	21
05/01/2004	J. D. Smith	M. J. Jones	D. E. Brown	22
07/01/2004	J. D. Smith	M. J. Jones	D. E. Brown	23
09/01/2004	J. D. Smith	M. J. Jones	D. E. Brown	24
11/01/2004	J. D. Smith	M. J. Jones	D. E. Brown	25
01/01/2005	J. D. Smith	M. J. Jones	D. E. Brown	26
03/01/2005	J. D. Smith	M. J. Jones	D. E. Brown	27
05/01/2005	J. D. Smith	M. J. Jones	D. E. Brown	28
07/01/2005	J. D. Smith	M. J. Jones	D. E. Brown	29
09/01/2005	J. D. Smith	M. J. Jones	D. E. Brown	30
11/01/2005	J. D. Smith	M. J. Jones	D. E. Brown	31
01/01/2006	J. D. Smith	M. J. Jones	D. E. Brown	32
03/01/2006	J. D. Smith	M. J. Jones	D. E. Brown	33
05/01/2006	J. D. Smith	M. J. Jones	D. E. Brown	34
07/01/2006	J. D. Smith	M. J. Jones	D. E. Brown	35
09/01/2006	J. D. Smith	M. J. Jones	D. E. Brown	36
11/01/2006	J. D. Smith	M. J. Jones	D. E. Brown	37
01/01/2007	J. D. Smith	M. J. Jones	D. E. Brown	38
03/01/2007	J. D. Smith	M. J. Jones	D. E. Brown	39
05/01/2007	J. D. Smith	M. J. Jones	D. E. Brown	40
07/01/2007	J. D. Smith	M. J. Jones	D. E. Brown	41
09/01/2007	J. D. Smith	M. J. Jones	D. E. Brown	42
11/01/2007	J. D. Smith	M. J. Jones	D. E. Brown	43
01/01/2008	J. D. Smith	M. J. Jones	D. E. Brown	44
03/01/2008	J. D. Smith	M. J. Jones	D. E. Brown	45
05/01/2008	J. D. Smith	M. J. Jones	D. E. Brown	46
07/01/2008	J. D. Smith	M. J. Jones	D. E. Brown	47
09/01/2008	J. D. Smith	M. J. Jones	D. E. Brown	48
11/01/2008	J. D. Smith	M. J. Jones	D. E. Brown	49
01/01/2009	J. D. Smith	M. J. Jones	D. E. Brown	50
03/01/2009	J. D. Smith	M. J. Jones	D. E. Brown	51
05/01/2009	J. D. Smith	M. J. Jones	D. E. Brown	52
07/01/2009	J. D. Smith	M. J. Jones	D. E. Brown	53
09/01/2009	J. D. Smith	M. J. Jones	D. E. Brown	54
11/01/2009	J. D. Smith	M. J. Jones	D. E. Brown	55
01/01/2010	J. D. Smith	M. J. Jones	D. E. Brown	56
03/01/2010	J. D. Smith	M. J. Jones	D. E. Brown	57
05/01/2010	J. D. Smith	M. J. Jones	D. E. Brown	58
07/01/2010	J. D. Smith	M. J. Jones	D. E. Brown	59
09/01/2010	J. D. Smith	M. J. Jones	D. E. Brown	60
11/01/2010	J. D. Smith	M. J. Jones	D. E. Brown	61
01/01/2011	J. D. Smith	M. J. Jones	D. E. Brown	62
03/01/2011	J. D. Smith	M. J. Jones	D. E. Brown	63
05/01/2011	J. D. Smith	M. J. Jones	D. E. Brown	64
07/01/2011	J. D. Smith	M. J. Jones	D. E. Brown	65
09/01/2011	J. D. Smith	M. J. Jones	D. E. Brown	66
11/01/2011	J. D. Smith	M. J. Jones	D. E. Brown	67
01/01/2012	J. D. Smith	M. J. Jones	D. E. Brown	68
03/01/2012	J. D. Smith	M. J. Jones	D. E. Brown	69
05/01/2012	J. D. Smith	M. J. Jones	D. E. Brown	70
07/01/2012	J. D. Smith	M. J. Jones	D. E. Brown	71
09/01/2012	J. D. Smith	M. J. Jones	D. E. Brown	72
11/01/2012	J. D. Smith	M. J. Jones	D. E. Brown	73
01/01/2013	J. D. Smith	M. J. Jones	D. E. Brown	74
03/01/2013	J. D. Smith	M. J. Jones	D. E. Brown	75
05/01/2013	J. D. Smith	M. J. Jones	D. E. Brown	76
07/01/2013	J. D. Smith	M. J. Jones	D. E. Brown	77
09/01/2013	J. D. Smith	M. J. Jones	D. E. Brown	78
11/01/2013	J. D. Smith	M. J. Jones	D. E. Brown	79
01/01/2014	J. D. Smith	M. J. Jones	D. E. Brown	80
03/01/2014	J. D. Smith	M. J. Jones	D. E. Brown	81
05/01/2014	J. D. Smith	M. J. Jones	D. E. Brown	82
07/01/2014	J. D. Smith	M. J. Jones	D. E. Brown	83
09/01/2014	J. D. Smith	M. J. Jones	D. E. Brown	84
11/01/2014	J. D. Smith	M. J. Jones	D. E. Brown	85
01/01/2015	J. D. Smith	M. J. Jones	D. E. Brown	86
03/01/2015	J. D. Smith	M. J. Jones	D. E. Brown	87
05/01/2015	J. D. Smith	M. J. Jones	D. E. Brown	88
07/01/2015	J. D. Smith	M. J. Jones	D. E. Brown	89
09/01/2015	J. D. Smith	M. J. Jones	D. E. Brown	90
11/01/2015	J. D. Smith	M. J. Jones	D. E. Brown	91
01/01/2016	J. D. Smith	M. J. Jones	D. E. Brown	92
03/01/2016	J. D. Smith	M. J. Jones	D. E. Brown	93
05/01/2016	J. D. Smith	M. J. Jones	D. E. Brown	94
07/01/2016	J. D. Smith	M. J. Jones	D. E. Brown	95
09/01/2016	J. D. Smith	M. J. Jones	D. E. Brown	96
11/01/2016	J. D. Smith	M. J. Jones	D. E. Brown	97
01/01/2017	J. D. Smith	M. J. Jones	D. E. Brown	98
03/01/2017	J. D. Smith	M. J. Jones	D. E. Brown	99
05/01/2017	J. D. Smith	M. J. Jones	D. E. Brown	100



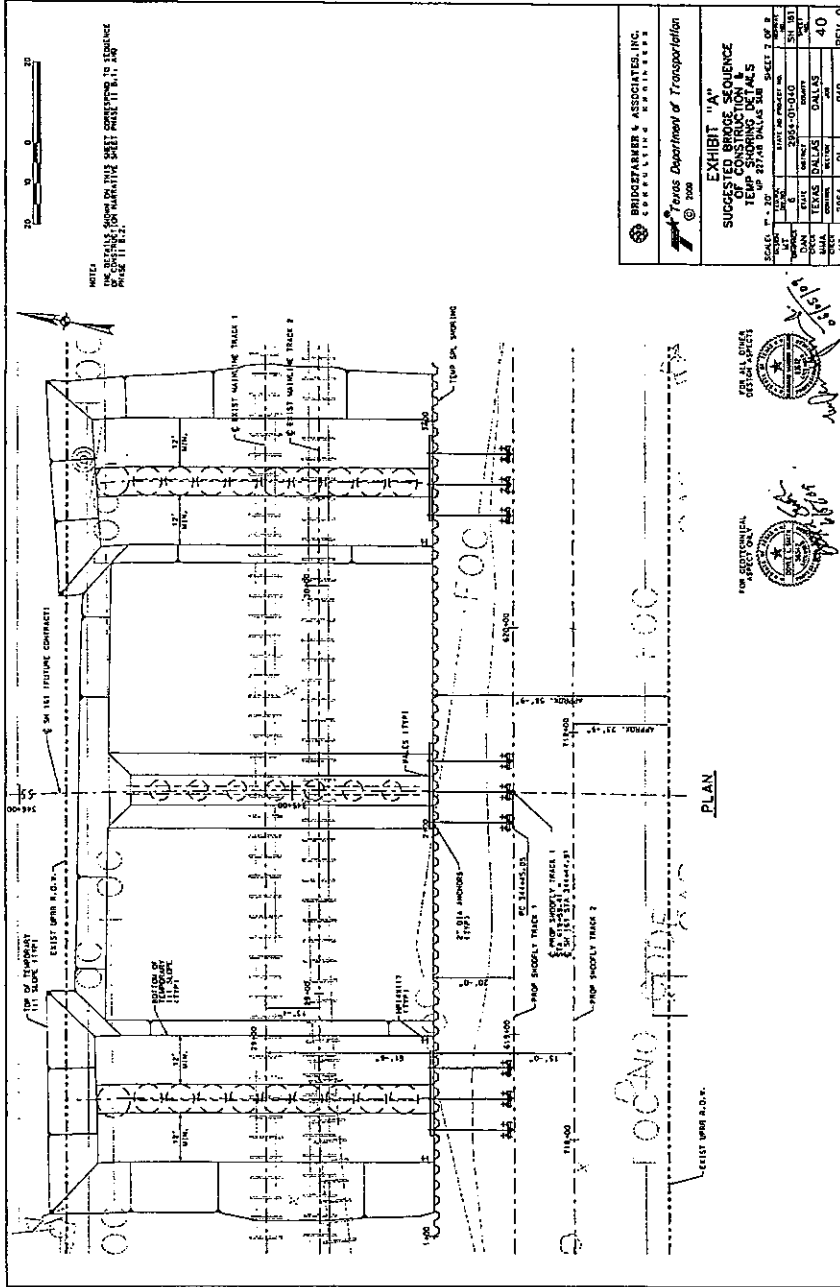


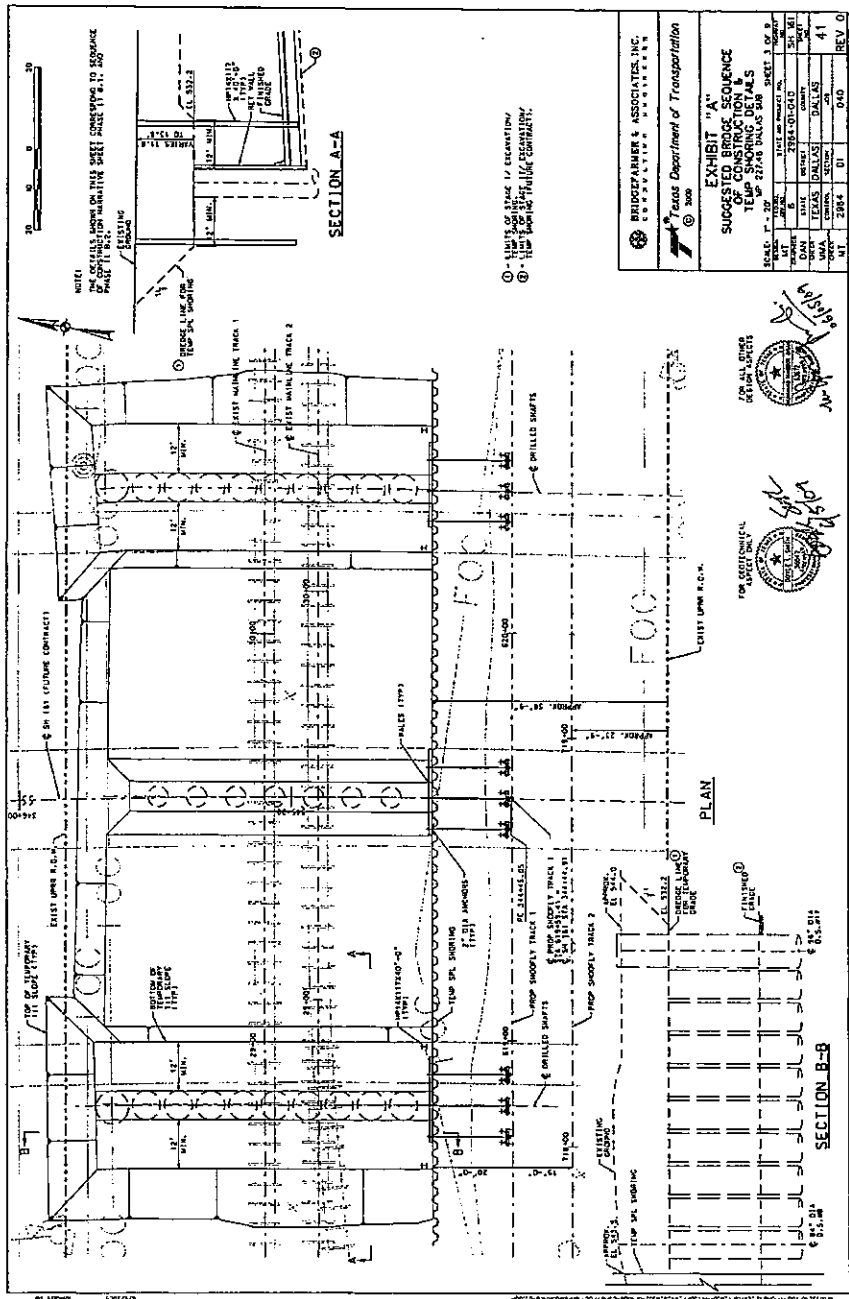
BRIDGEFARMER & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 2009
 TEXAS Department of Transportation
 EXHIBIT "A"
 SH 161/UPRR UNDERPASS
 SOIL BORING LOG

550	Test hole no. 1-45	550	Test hole no. 1-45
540	540	540	540
530	530	530	530
520	520	520	520
510	510	510	510
500	500	500	500
490	490	490	490
480	480	480	480
470	470	470	470
460	460	460	460
450	450	450	450
440	440	440	440
430	430	430	430

TEXAS Department of Transportation
 EXHIBIT "A"
 SH 161/UPRR UNDERPASS
 SOIL BORING LOG

DATE	10/28/03	SCALE	1" = 10'
BY	W. J. B.	PROJECT NO.	2003-01-00
CHKD	E. J. B.	COUNTY	DAWSON
APP'D	W. J. B.	CITY	DAWSON
REV		REV	
38A		38A	
38B		38B	
38C		38C	
38D		38D	
38E		38E	
38F		38F	
38G		38G	
38H		38H	
38I		38I	
38J		38J	
38K		38K	
38L		38L	
38M		38M	
38N		38N	
38O		38O	
38P		38P	
38Q		38Q	
38R		38R	
38S		38S	
38T		38T	
38U		38U	
38V		38V	
38W		38W	
38X		38X	
38Y		38Y	
38Z		38Z	





- ① LIMITS OF BRIDGE / ELEVATION
- ② LIMITS OF BRIDGE / ELEVATION
- ③ LIMITS OF BRIDGE / ELEVATION

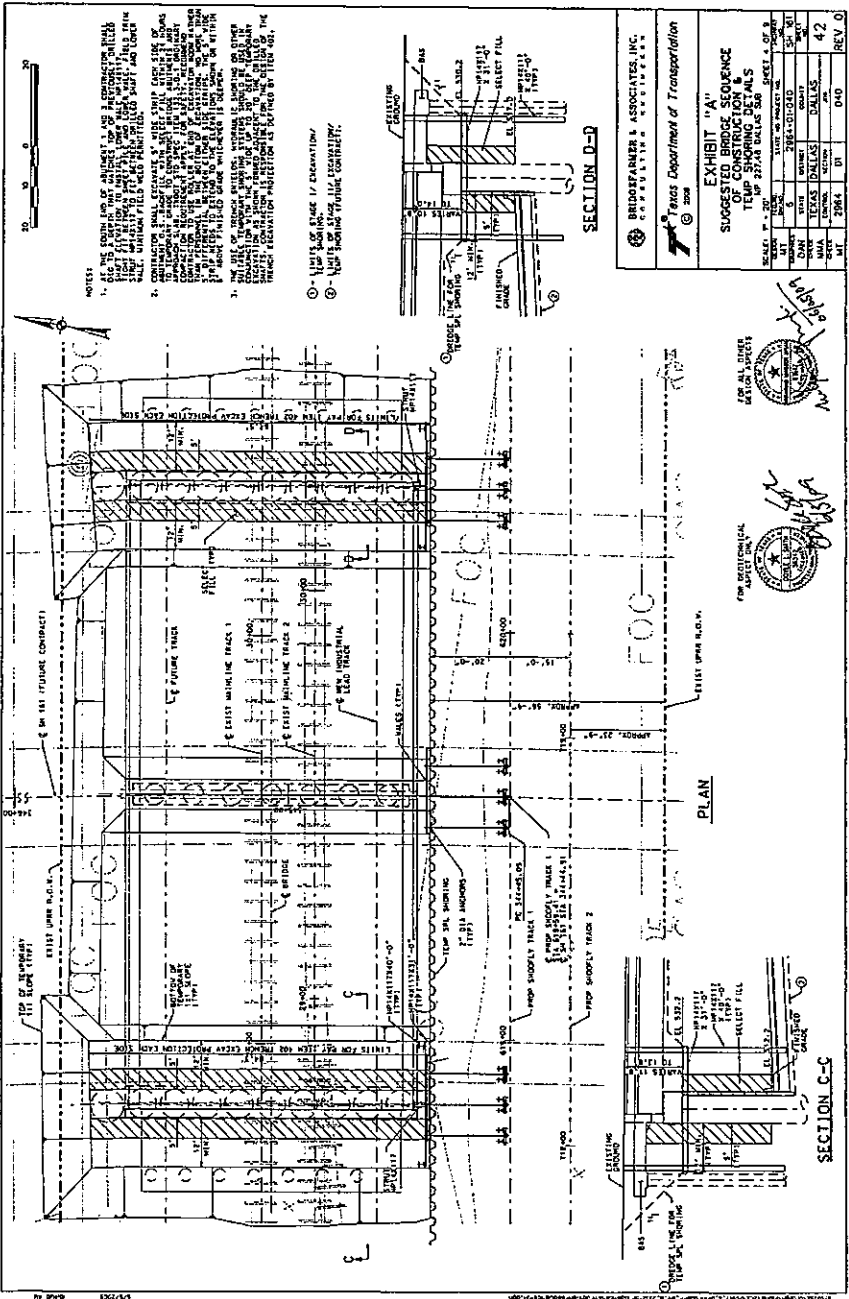
BRIDGEFARMER & ASSOCIATES, INC.
CONSULTING ENGINEERS

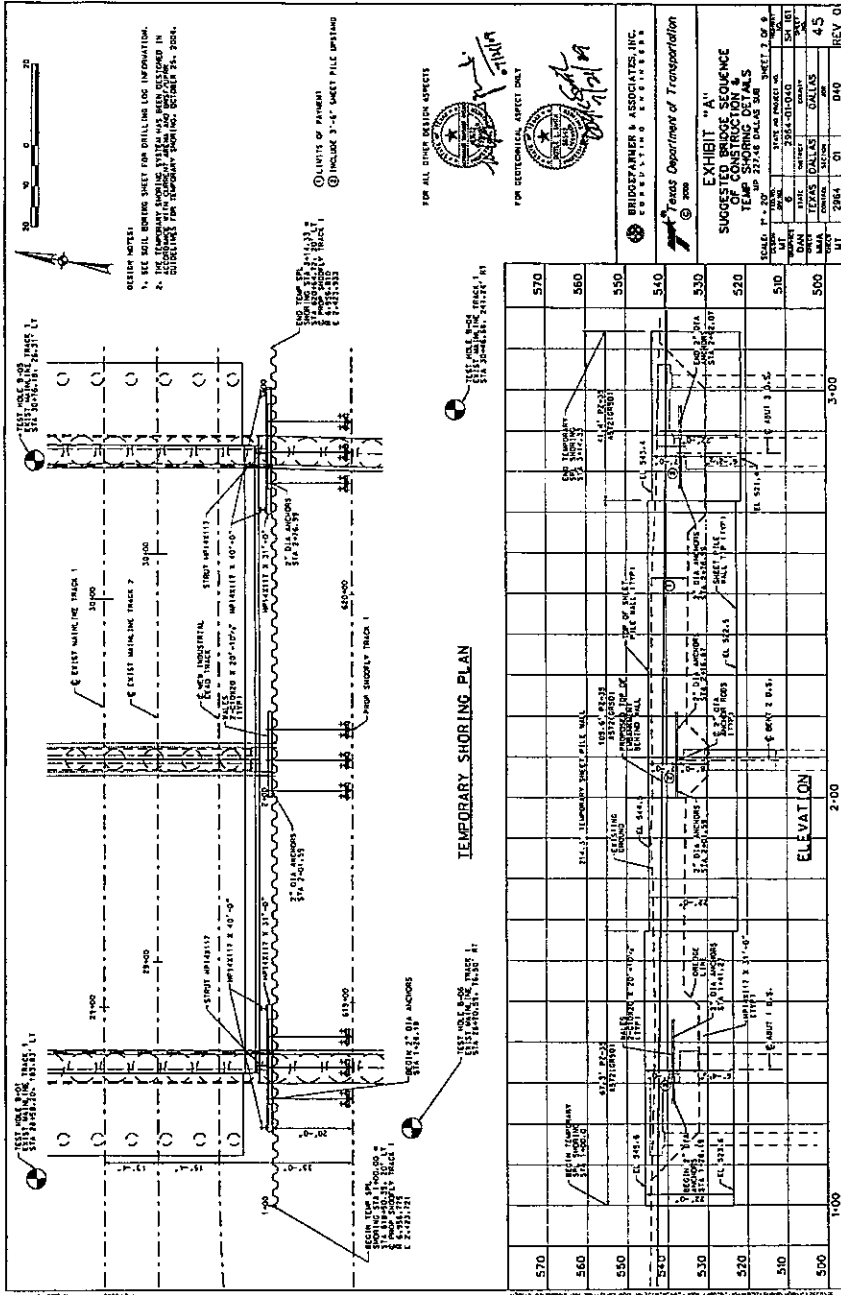
Texas Department of Transportation
300

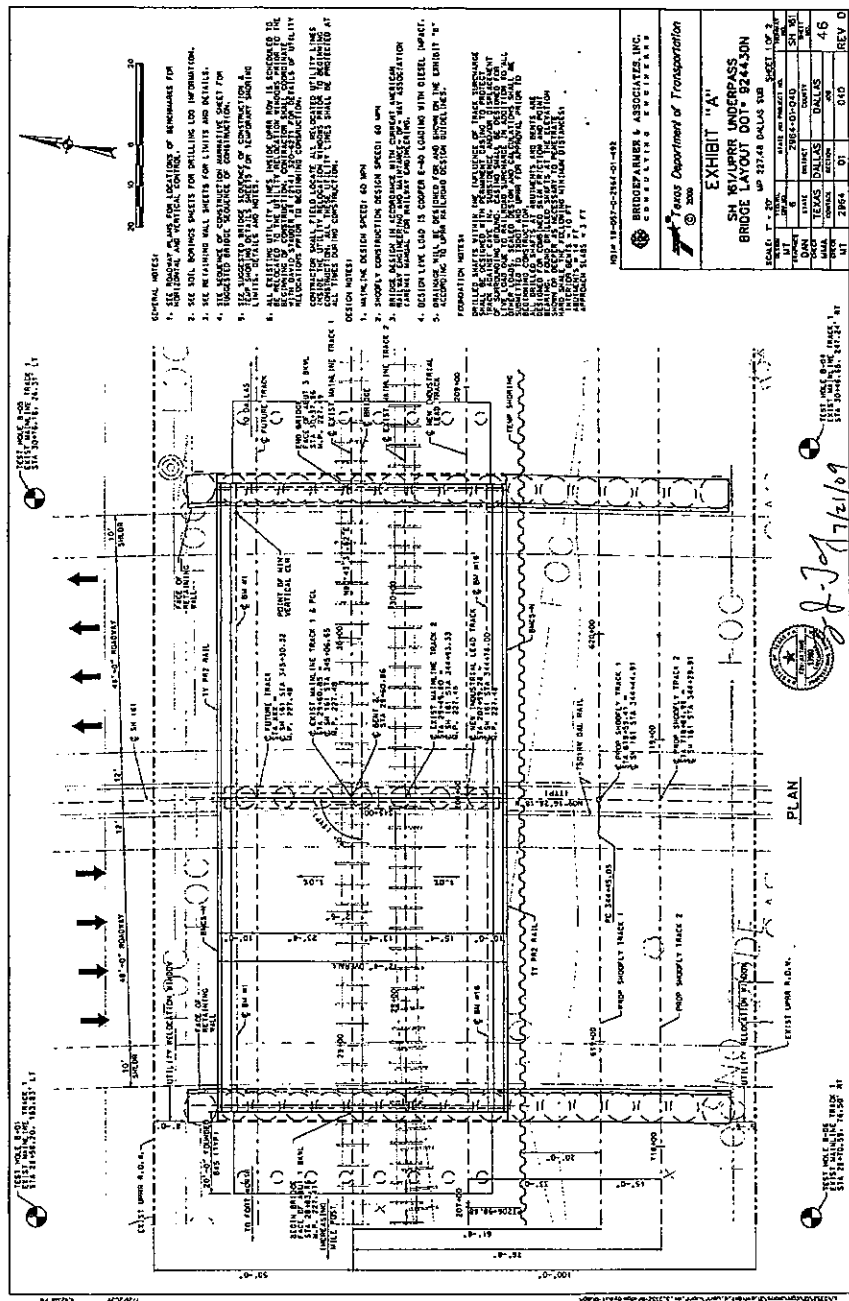
EXHIBIT "A"
SUGGESTED BRIDGE
CONSTRUCTION
TEMP SHORING DETAILS

SCALE: 1" = 20'
DATE: 11/11/00
BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]

PROJECT	2884	01	040	REV 0
LOCATION	TEXAS	DALLAS	DALLAS	41
CONTRACT	2884	01	040	REV 0







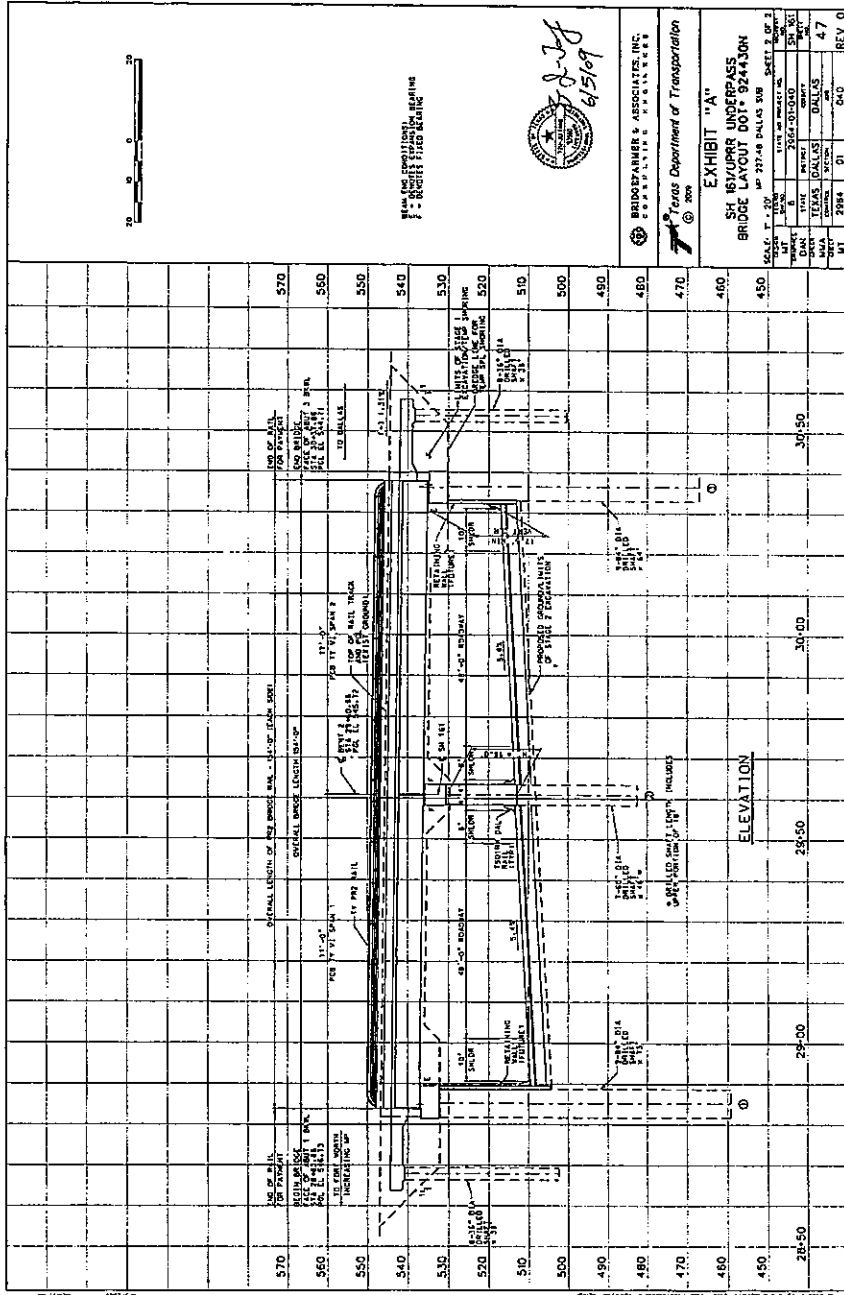


EXHIBIT B

RAILROAD COORDINATION REQUIREMENTS

1.01 DEFINITIONS

Agreement:	The Highway Underpass and New At-Grade Crossing Railroad License and Force Account Agreement that has been signed, or will be signed, between Railroad, State, NTTA and City.
AREMA:	American Railway Engineering and Maintenance-of-way Association.
City:	City of Grand Prairie.
Contractor:	The contractor or contractors hired by the NTTA, State or City to perform any project work on any portion of Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.
MUTCD:	Manual on Uniform Traffic Control Devices.
NTTA:	North Texas Tollway Authority.
Project:	Extension and construction of State Highway 161 (SH 161) across the Railroad's rail line at DOT No. 924 430N (Railroad Milepost 227.51) in Grand Prairie Dallas County, Texas by constructing (i) a new highway-underpass structure, (ii) two (2) dedicated one-way frontage-road at-grade crossings with active warning devices to accommodate local traffic at Railroad Milepost 227.54, new DOT No. 924 108M (SH 161 Southbound Frontage Road), and Railroad Milepost 227.48, new DOT No. 924 109U (SH 161 Northbound Frontage Road), and (iii) tolled main lanes underneath the highway-underpass structure.
Project Partners:	The City, the NTTA, and the State
Railroad:	Union Pacific Railroad Company.
Railroad Project Representative:	Railroad's Manager of Industry and Public Projects for this Project (see Section 1.03) .
Railroad MTM Representative:	Railroad's Manager of Track Maintenance for this Project (see Section 1.03) .
Requirements:	The Railroad Coordination Requirements set forth in this Exhibit.
State:	State of Texas, acting by and through the Texas Department of Transportation.

1.02 DESCRIPTION

This Project includes construction work within Railroad's right-of-way. These Requirements describe coordination with the Railroad when work by a Project Partner or a Contractor will be performed upon, over or under the Railroad right-of-way or may impact current or future Railroad operations. Each Contractor will coordinate with the Railroad while performing the work outlined in this Agreement and shall afford the same cooperation with the Railroad as it does with the NTTA, State or City, as applicable. All submittals and work shall be completed in compliance with these Requirements, the Railroad guidelines and requirements previously submitted to the NTTA, the AREMA recommendations and/or as directed by the Railroad Local Representative and/or the Railroad MTM Representative consistent with the terms of the Agreement, the Exhibits thereto and the Final Plans and Specifications, and the BNSF and UPRR Guidelines for Railroad Grade Separation Projects.

1.03 UPRR CONTACTS

The Railroad Project Representative for this project is:

Steve Martchenke
Manager of Industry & Public Projects
Union Pacific Railroad Company
101 South Watson Road
Arlington, Texas 76010
817-353-7625
swmartch@up.com

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

Gerald Usher
Manager of Track Maintenance
Union Pacific Railroad Company
9211 Forney Road
Dallas, Texas 75227
214-413-3412
gausher@up.com

1.04 PLANS / SPECIFICATIONS

The State has prepared Final Plans and Specifications for the proposed Project. Said Final Plans and Specifications, having been reviewed and approved by the Railroad and reviewed and approved by the NTTA and the City (provided that such approval by the Railroad, the NTTA, and the City is made without assumption of responsibility or liability for such Final Plans and Specifications or a waiver of any claims by reasons of any errors or omissions therein), are hereby adopted as the Final Plans and Specifications. No changes to said Final Plans and Specifications attached to the Agreement as Exhibit A (including, without limitation, those pertaining to the frontage roads or the tolled main lanes) shall be made without the written approval of such changes by the State, the NTTA, the City and the Railroad. The Railroad's review and approval of the Final Plans and Specifications in no way relieves the NTTA, State, City or Contractor from their responsibilities, obligations and/or liabilities under the Agreement, NTTA's agreement with the Contractor for the Project and/or in the separate Contractor's Right of Entry Agreement referenced in Section 1.08. Railroad's approval has been given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of the Final Plans and Specifications and that any reliance by the NTTA, State, City or the Contractor with respect to such plans is at the risk of the NTTA, State, City and the Contractor.

1.05 UTILITIES AND FIBER OPTICS

- A. All installations shall be constructed in accordance with current AREMA recommendations and Railroad specifications and requirements. Railroad general guidelines and the required application forms for utility installations can be found on the Railroad website at <http://www.uprr.com/reus/pipeline/install.shtml>.
- B. It shall be the responsibility of a Project Partner or its Contractor, at its expense, to make arrangements directly with utility companies involving the protection, encasement, reinforcement, relocation, replacement, removing or abandonment in place of non-railroad facilities affected by the Project. Railroad has no obligation to supply additional Railroad property for non-railroad facilities affected by this Project, nor does the Railroad have any obligation to permit non-railroad facilities to be abandoned in place or relocated on Railroad's property. Any facility and/or utility that crosses Railroad right of way must be covered under an agreement with the Railroad including, without limitation, any relocations of an existing facility and/or utility.
- C. Any fiber optic relocations or protections that are required due to this Project will be at the NTTA's expense.

1.06 GENERAL

- A. It is essential that the proposed construction shall be performed in compliance with all applicable Railroad and Federal Railroad Administration rules and regulations without interference to Railroad operations, except as provided in Section 2.a., 2.c and 2.g of the Agreement, which state as follows:
 - a. The State, the NTTA, the City, and the Railroad agree to perform the work as outlined in Exhibit A, and as detailed in the approved Final Plans and Specifications attached hereto as Exhibit A, subject to Sections 6 and 17.d. Each of the State, the NTTA, and the City agree that it shall perform all work required to be performed by it hereunder, and shall cause its Contractors to perform all work required to be performed by it hereunder, in compliance with the "Railroad

Coordination Requirements" attached hereto as Exhibit B and made part hereof, and that all work relating to the temporary and permanent track alignment of the Industrial Lead (as so identified in the Final Plans and Specifications) will be performed in such a way as to provide continuous rail service notwithstanding anything contained in modifications to the Project Timeline (as described in Section 2.3) except as follows: (i) any interruption associated with the track tie-ins to be performed by the Railroad pursuant to Section 2.e. and (ii) the State, the NTTA, and the City agree to limit Railroad service interruptions on the industry track to no more than forty-eight (48) hours at times and dates approved by the Railroad in advance; additionally, the State, the NTTA and the City will be accorded no more than six (6) such interruptions, with a minimum of five (5) calendar days between interruptions. In the event of a conflict between Exhibit A and the other terms and conditions of this Agreement respecting prior notice to the Railroad regarding either initial Railroad mobilization or flagging, the terms and conditions of this Agreement shall govern. The State, the NTTA, the City and Railroad agree to collaborate to coordinate their respective activities in advance and to exchange and share construction and delivery scheduling and other pertinent information, to best effectuate the industry track interruptions as provided in clause (ii).

* * *

- e. The NTTA will provide the necessary materials and be responsible for the construction of the temporary shoofly track(s) in a timely manner consistent with a Project Timeline to be agreed to by all parties to this Agreement pursuant to Section 2.k. prior to the entry of any of the State, the NTTA or the City upon the Railroad's property (the "Project Timeline." All references to the Project Timeline shall be deemed to refer to the Project Timeline agreed upon by all parties to this Agreement pursuant to Section 2.k prior to the entry of the State, the NTTA, or the City upon the Railroad's property, as the same may be modified by the State, the NTTA or the City from time to time subject to prior notice to, review by, and consultation with the Railroad.) Said track work shall be constructed according to Railroad standards and specifications as shown in Exhibit A. All track and material required for the Project shall meet Railroad specifications previously provided the NTTA. All mainline and shoofly tracks shall be constructed with new 136# Continuous Welded Rail (CWR) and the NTTA and/or its Contractor shall afford the Railroad the opportunity to inspect the track prior to installation. The Railroad, at the NTTA's expense, will perform the track tie-ins required at the connections of the main track and the temporary shoofly track(s) in a timely manner consistent with the Project Timeline. The NTTA will provide the materials and be responsible for the construction of the new main tracks and new industry track lead across the bridge structure. The Railroad, at the NTTA's expense, will perform the track tie-ins required to the existing main tracks in a timely manner consistent with the Project Timeline. The Railroad, at the NTTA's expense, will perform tie-in between the shoofly and existing industry lead track in a timely manner consistent with the Project Timeline. The Railroad, at the NTTA's expense, will perform tie-in between temporary industry track alignment and track constructed by NTTA across bridge structure. The Railroad reserves the right to inspect all aspects of the Project construction on Railroad property at any time during the course

of the Project, provided that all such inspections shall be conducted so as not to unreasonably interfere with the NTTA's or the Contractor's construction activities (provided that the foregoing shall not limit the right of the Railroad's Representatives to direct the Contractor to stop work or take other action to ensure safety or to protect the Railroad's property and operations, as elsewhere provided in this Agreement).

* * *

- g. The NTTA shall construct the highway-underpass structure(s) as detailed in the approved Final Plans and Specifications attached hereto as Exhibit A in a timely manner consistent with the Project Timeline as modified from time to time pursuant to the terms of this Agreement. In conjunction with the construction of the highway-underpass structure, the NTTA's responsibility for the construction of the temporary shoofly track(s) shall be shown in Exhibit A. The NTTA will provide the Railroad a minimum of thirty (30) days notice of completion of the highway underpass structure(s) and the reconstruction of the mainline tracks across the structures, at which time the Railroad will cutover the shoofly tracks back to the mainline tracks in a timely manner consistent with a Project Timeline and allow for the NTTA to remove the temporary shoofly track(s) as detailed in Exhibit A.

Except for delays and interruptions as provided in Sections 2.a, 2.e and 2.g of the Agreement, the Railroad shall be reimbursed by the Contractor or NTTA for train delay costs and lost revenue claims due to any delays or interruption of train operations resulting from the Contractor's construction or other activities.

- B. Track protection is required for all work equipment (including rubber tired equipment) operating within 25 feet from nearest rail.

1.07 RAILROAD OPERATIONS

- A. The Contractor shall be advised that, except in Absolute Work Windows, trains and/or equipment should be expected on any track, at any time, and in either direction. The Contractor shall communicate with the Railroad MTM Representative to improve the Contractor's understanding of Railroad traffic volume and operation at the Project site. The Contractor's bid shall be structured accordingly.
- B. Except as provided in Section 2.a. of the Agreement, and except during Absolute Work Windows, all Railroad tracks within and adjacent to the Project site are to be assumed as active and rail traffic over these facilities shall be maintained throughout the Project. Activities may include both through moves and switching moves to local customers. Railroad traffic and operations can occur continuously throughout the day and night on these tracks and shall be maintained at all times as defined herein. The Contractor shall coordinate and schedule the work so that construction activities do not interfere with Railroad's operations, except as provided in Section 2.a. of the Agreement and except during Absolute Work Windows. Contractor acknowledges and agrees that the Work Windows for tie-in and completion of shoofly track and industry track lead must be coordinated with work to be performed by the Railroad.
- C. Work windows for this Project shall be coordinated with the NTTA or Contractor and the Railroad Project Representative and the Railroad MTM Representative. Types of work windows include Conditional Work Windows and Absolute Work Windows, as defined below:
 - 1. Conditional Work Window: A period of time in which Railroad's operations have priority over construction activities. When construction activities may occur on and adjacent to the railroad tracks within 25 feet of the nearest track, a Railroad flag person will be required. At the direction of the flag person, upon approach of a train and when trains are present on the live tracks, the live tracks must be cleared (i.e., no construction equipment, materials or personnel within 25 feet from the nearest live track or as

directed by the Railroad MTM Representative). Conditional Work Windows are available for the Project subject to Railroad's local operating unit review and approval.

2. **Absolute Work Window:** A period of time in which construction activities are given priority over Railroad's operations. During this time the designated Railroad track(s) will be inactive for train movements and may be fouled by the Contractor. Before the end of an Absolute Work Window, all Railroad tracks and signals must be completely operational for normal train operations. Also, all Railroad, Public Utilities Commission and Federal Railroad Administration requirements, codes and regulations for operational tracks must be complied with. Should the operating tracks and/or signals be affected, the Railroad will perform inspections of the work prior to placing the affected track back into service. Railroad flag persons will be required for construction activities requiring an Absolute Work Window. Any request for Absolute Work Windows will not generally be granted. Any request will require a detailed written explanation for Railroad review and approval.

1.08 RIGHT OF ENTRY, ADVANCE NOTICE AND WORK STOPPAGES

- A. Prior to beginning any work within the Railroad right-of-way, each Contractor (which, for purposes of this provision means only direct contractors of a Project Partner) shall enter into an agreement with the Railroad in the form of the Contractor's Right of Entry Agreement, attached to the Agreement as Exhibit C. There shall be no fee for processing the Right of Entry Agreement. The Right of Entry Agreement shall specify working time frames, flagging, inspection and insurance requirements and any other items specified by the Railroad.
- B. The Contractor shall give advance notice to the Railroad as required in the Contractor's Right of Entry Agreement before commencing work in connection with construction upon or over Railroad's right-of-way and shall observe the Railroad rules and regulations with respect thereto.
- C. All work upon the Railroad right-of-way shall be done at such times and in such a manner which does not interfere with or endanger the operations of the Railroad as contemplated by the Project Timeline and in accordance with the Final Plans and Specifications. Whenever work may affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad MTM Representative for approval consistent with the Final Plans and Specifications, but such approval shall not relieve the applicable Project Partner or Contractor from liability. Any work to be performed by a Project Partner or Contractor, which requires flagging service or inspection service, shall be deferred until the flagging protection required by the Railroad is available at the job site. See Section 1.21 for railroad flagging requirements.
- D. The Contractor shall make requests in writing to both the Railroad Project Representative and the Railroad MTM Representative for both Absolute and Conditional Work Windows, at least two weeks in advance of any work. The written request must include:
 1. Description of work to be done.
 2. The days and hours that work will be performed.
 3. The exact location of the work and proximity to the tracks.
 4. The type of window and amount of time requested.
 5. The designated contact person for the Contractor.

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

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

1.09 INSURANCE

Subject to Section 4.b. of the Agreement, the Contractor shall not begin work within the Railroad's right-of-way until the Railroad has been furnished the insurance policies, binders, certificates and endorsements required by the Contractor's Right-of-Entry Agreement, and the Railroad Project Representative has advised the relevant Project Partner that such insurance is in accordance with such Agreement. The required insurance shall be kept in full force and effect during the performance of work and thereafter until the Contractor removes all tools, equipment, and material from Railroad property and cleans the premises in a manner reasonably satisfactory to the Railroad.

1.10 RAILROAD SAFETY ORIENTATION

All personnel employed by a Project Partner, Contractor and all subcontractors that enter railroad property must complete the Railroad's course "Orientation for Contractor's Safety" and be registered prior to working on Railroad property. This orientation is available at www.contractororientation.com. This course is required to be completed annually. The preceding training does not apply for longitudinal fiber optic installations.

1.11 COOPERATION

The Railroad shall cooperate with the Project Partners and Contractors in the scheduling of Project work consistent with the Project Timeline, Final Plans and Specifications and the Agreement.

1.12 CONSTRUCTION CLEARANCES

The Contractor shall abide by the twenty-one (21) foot temporary vertical construction clearance defined in section 4.4.1.1 and twelve (12) foot temporary horizontal construction clearance defined in section 4.4.1.2 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects. It shall be the Contractor's responsibility to obtain such guidelines from the relevant Project Partner or Railroad.

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

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

1.13 SUBMITTALS

- A. Construction submittals and Requests for Information (RFI) shall be submitted per Section 3.5 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects.
- B. The review times, as indicated in tables 3-1 and 3-2 of Section 3.5 of the BNSF and UPRR Guidelines for Railroad Grade Separation Projects, should be anticipated for review of all submittals. Guidelines for Railroad Grade Separation Projects, should be anticipated for review of all submittals. The details of the construction affecting the Railroad tracks and property, not already included in the Final Plans and Specifications, shall be submitted by the relevant Project Partner to the Railroad Project Representative for the Railroad's review and written approval before such construction is undertaken. The Railroad shall not be liable to either the Project Partners, their Contractors, or any other person or entity if the Railroad's review exceeds the review time indicated in the tables, given the Railroad's obligation to utilize its forces to maintain the safety and integrity of an interstate rail system.
- C. As Built Submittals shall be submitted per Section 3.6 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects.

1.14 MAINTENANCE OF PROPER DRAINAGE AND DAMAGE TO RAILROAD FACILITIES

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

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

- A. In addition to the office reviews of construction submittals, site observations will be performed by the Railroad Project Representative, Railroad MTM Representative or Railroad's Contractor at significant points during construction per Section 4.11 of the Guidelines for Railroad Grade Separation Projects.
- B. Site inspections are not limited to the milestone events listed in the Guidelines for Railroad Grade Separation Projects. Site visits to check the progress of work may be performed at any time throughout the construction process as deemed necessary by the Railroad; provided that all such site observations, visits and inspections shall be conducted so as not to unreasonably interfere with the Project Partners' or the Contractor's construction activities (provided that the foregoing shall not limit the right of the Railroad's Representatives to direct the Contractor to stop work or take other action to ensure safety or to protect the Railroad's property and operations, as elsewhere provided in the Agreement).
- C. A Project Timeline, including the proposed temporary horizontal and vertical clearances and construction sequence for work and all major project elements to be performed, shall be provided by the Contractor to the relevant Project Partner for submittal to the Railroad's Project Representative for review and approval prior to commencement of work. This Project Timeline shall also include the anticipated dates on which the above listed events will occur. This Project Timeline shall be updated for all critical listed events as necessary but at least every 60 days so that site visits may be scheduled.

1.16 RAILROAD REPRESENTATIVES

- A. Railroad project managers or flag persons will be provided by the Railroad at the expense of the relevant Project Partner or Contractor (as stated elsewhere in the Agreement) to protect Railroad facilities, property and movements of its trains and engines. In general, the Railroad will furnish such personnel or other protective services as follows:
 - 1. When any part of any equipment or object, such as erection or construction activities, is standing or being operated within 25 feet, measured horizontally from centerline, of any track on which trains may operate.
 - 2. For any excavation below the elevation of track subgrade when, in the opinion of the Railroad MTM Representative, the track or other Railroad facilities may be subject to settlement or movement.
 - 3. During any clearing, grubbing, excavation or grading in proximity to Railroad facilities which, in the opinion of the Railroad MTM Representative, may affect Railroad facilities or inhibit operations.
 - 4. During any Contractor's operations when, in the opinion of the Railroad MTM Representative, the Railroad facilities, including, but not limited to, tracks, buildings, signals, wire lines or pipe lines, may be endangered.
- B. The Contractor shall arrange with the Railroad Local Representative to provide the adequate number of flag persons to accomplish the work.

1.17 WALKWAYS REQUIRED

Parallel to the outer side of each exterior track of multiple track and on each side of single track within the Project work area, an unobstructed continuous space suitable for trainman's use in walking along trains, extending in width not less than twelve feet (12') perpendicular from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during working hours must be covered, guarded and/or protected as soon as practical. Walkways with railings shall be constructed by the Contractor over open excavation areas when in close proximity of track, and railings shall not be closer than 9' perpendicular from the center line of tangent track or 9' — 6" horizontal from curved track.

1.18 COMMUNICATIONS AND SIGNAL LINES

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

1.19 TRAFFIC CONTROL

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

1.20 CONSTRUCTION EXCAVATIONS; CALL BEFORE YOU DIG NUMBER

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

1.21 RAILROAD FLAGGING

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

The estimated pay rate for each flag person is \$1,000 per day for a(n) eight (8)-hour work day with time and one-half for overtime, Saturdays, Sundays; double time and one-half for holidays. Flagging

rates are set by the Railroad and are subject to change due to, but not limited to, travel time, setup plus, per diem and rest time (if work is required at night).

1.22 CLEANING OF RIGHT-OF-WAY

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

1.23 CONTRACTOR'S RESPONSIBILITY OF SUPERVISION

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

1.24 USE OF EXPLOSIVES AT PROJECT SITE PROHIBITED

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

EXHIBIT C

**CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT**

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

RECITALS:

Contractor has been hired by [the North Texas Tollway Authority] [the Texas Department of Transportation] [the City of Grand Prairie] (the "Contracting Party") to perform work relating to the extension and construction of State Highway 161 (SH 161) across the Railroad's rail line at DOT No. 924 430N (Railroad Milepost 227.51) in Grand Prairie, Dallas County, Texas by constructing (i) a new highway-underpass structure, (ii) two (2) dedicated one-way frontage-road at-grade crossings with active warning devices to accommodate local traffic at Railroad Milepost 227.54, new DOT No. 924 108M (SH 161 Southbound Frontage Road), and Railroad Milepost 227.48, new DOT No. 924 109U (SH 161 Northbound Frontage Road), and (iii) tolled main lanes underneath the highway-underpass structure (the "work"), in Dallas County, State of Texas, in the general location shown on the print marked **Exhibit A**, attached hereto and hereby made a part hereof.

Railroad is willing to permit Contractor to perform the work described above at the location described above subject to the terms and conditions contained in this Agreement.

AGREEMENT:

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

ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this Agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

ARTICLE 2 - RIGHT GRANTED; PURPOSE.

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

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B, C, D, and E.

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

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.

A. Contractor (or the Contracting Party, as may be agreed between Contractor and the Contracting Party) shall bear any and all costs and expenses associated with any work performed by Contractor, or any costs or expenses incurred by Railroad relating to this Agreement.

B. Contractor shall coordinate all of its work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

Gerald Usher
Manager of Track Maintenance
Union Pacific Railroad Company
9211 Forney Road
Dallas, Texas 75227
214-413-3412
gausher@up.com

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

ARTICLE 5 - TERM; TERMINATION.

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

B. The grant of right herein made to Contractor may be terminated by the Railroad due to Contractor's default hereunder upon the expiration of ten (10) days written notice and opportunity to cure provided to Contractor and the Project Partners.

ARTICLE 6 - CERTIFICATE OF INSURANCE.

Before commencing any work, Contractor will provide Railroad with the (i) insurance binders, policies, certificates and endorsements set forth in **Exhibit C** of this Agreement, and (ii) the insurance endorsements obtained by each subcontractor as required under Section 12 of **Exhibit B** of this Agreement.

All insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

Paul Farrell
Union Pacific Railroad Company
Real Estate Dept. MS 1690
1400 Douglas Street
Omaha, Nebraska 68179-1690
402-544-8620
pgfarrell@up.com

ARTICLE 7 - DISMISSAL OF CONTRACTOR'S EMPLOYEE.

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

ARTICLE 8 - ADMINISTRATIVE FEE.

Upon the execution and delivery of this Agreement, Contractor shall pay to Railroad Zero Dollars (\$0.00) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this Agreement.

ARTICLE 9 - CROSSINGS.

No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad, except as otherwise permitted or contemplated by the approved plans and specifications.

ARTICLE 10.- EXPLOSIVES.

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

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

UNION PACIFIC RAILROAD COMPANY

By: _____
Title: _____

(Name of Contractor)

By: _____
Title: _____

EXHIBIT B
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Section 1. NOTICE OF COMMENCEMENT OF WORK - FLAGGING.

A. Except as otherwise provided in the Highway Underpass and New At-Grade Crossing Railroad License and Force Account Agreement to which Railroad and Contracting Party are a party and the Final Plans and Specifications described therein (collectively, the "Crossing Agreement"), a copy of which has been provided to Contractor, Contractor agrees to notify the Railroad Representative at least fifteen (15) days in advance of Contractor commencing its work and at least fifteen (15) days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such fifteen (15)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures (consistent with the Crossing Agreement). If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and the Contracting Party have agreed that Railroad is to bill such expenses to the Contracting Party. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Contractor agrees that Contractor is not thereby relieved of any of its responsibilities or liabilities set forth in this Agreement.

B. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates and additional charges on labor are subject to change, at any time, by law or by agreement between Railroad and its employees (so long as such agreements are not specific to this work or are applied in a discriminatory fashion against Contractor), and may be retroactive as a result of labor negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed as provided above, Contractor (or the Contracting Party, as applicable) shall pay for the flagging services on the basis of the new rates and charges.

C. Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

Section 2. LIMITATION OF RIGHTS GRANTED.

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

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

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

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, except as provided for in the Crossing Agreement, and unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, except as provided for in the Crossing Agreement, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroad's tracks except at existing open public crossings.

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

Section 4. LIENS.

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

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.

B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD RAILROAD HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) ARISING OUT OF ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS AND/OR EMPLOYEES, THAT CAUSES OR CONTRIBUTES TO (1) ANY

DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON RAILROAD'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON RAILROAD'S PROPERTY. CONTRACTOR SHALL NOT HAVE OR SEEK RECOURSE AGAINST RAILROAD FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING RAILROAD'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON RAILROAD'S PROPERTY.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the work covered by this Agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments applicable to the Contracting Party in the performance of the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Contractor shall comply with Railroad's safety standards listed in **Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's safety standards are contrary to good safety practices. Contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

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

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

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

Section 8. INDEMNITY.

A. TO THE EXTENT NOT PROHIBITED BY APPLICABLE STATUTE, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS RAILROAD, ITS AFFILIATES, AND ITS AND THEIR OFFICERS, AGENTS AND EMPLOYEES (INDIVIDUALLY AN "INDEMNIFIED PARTY" OR COLLECTIVELY "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, INJURY, LIABILITY, CLAIM, DEMAND, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S, CONSULTANT'S AND EXPERT'S FEE, AND COURT COSTS), FINE OR PENALTY (COLLECTIVELY, "LOSS") INCURRED BY ANY PERSON (INCLUDING, WITHOUT LIMITATION, ANY INDEMNIFIED PARTY, CONTRACTOR, OR ANY EMPLOYEE OF CONTRACTOR OR OF ANY INDEMNIFIED PARTY) TO THE EXTENT AND IN THE PROPORTION ARISING OUT OF OR IN ANY MANNER CONNECTED WITH (I) ANY WORK PERFORMED BY CONTRACTOR, OR (II) ANY ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS OR EMPLOYEES, OR (III) ANY BREACH OF THIS AGREEMENT BY CONTRACTOR.

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

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

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

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

Section 9. RESTORATION OF PROPERTY.

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

Section 10. WAIVER OF DEFAULT.

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

Section 11. MODIFICATION - ENTIRE AGREEMENT.

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

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign this Agreement, or any interest therein, without the written consent of the Railroad; provided that Contractor shall have the right to enter into subcontracts for the performance of the work on the condition that the subcontractors provide the insurance coverages set forth below. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" in the subcontractor's Commercial General Liability policy and Business Automobile policies

with respect to all liabilities arising out of the subcontractor's performance of work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

**EXHIBIT C
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT**

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

Contractor shall, at its sole cost and expense, procure and maintain during the course of the work and until all work on Railroad's property has been completed and the Contractor has removed all equipment and materials from Railroad's property and has cleaned and restored Railroad's property, the following insurance coverage:

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

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

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

B. Business Automobile Coverage insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$2,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

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

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

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

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

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

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

- Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

D. Railroad Protective Liability insurance. Contractor must maintain Railroad Protective Liability insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. A binder stating the policy is in place must be submitted to Railroad before the work may be commenced and until the original policy is forwarded to Railroad.

- E. Umbrella or Excess insurance.** If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.
- F. Pollution Liability insurance.** Pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least \$2,000,000 per occurrence and an aggregate limit of \$4,000,000.

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

Other Requirements

- G.** All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Contractor's liability under the indemnity provisions of this Agreement.
- H.** Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement or insurance coverage may not be lawfully obtained for punitive damages that might arise under this Agreement.
- I.** Contractor waives all rights for recovery of damages against Railroad and its agents, officers, directors and employees to the extent those damages are covered by workers' compensation and employers' liability or commercial umbrella or excess liability insurance obtained by Contractor required by this Agreement. This waiver must be stated on the certificate of insurance.
- J.** Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.
- K.** All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the work is being performed.

The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of

EXHIBIT D
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Contractor, as well as all employees of any subcontractor or agent of Contractor, in each case that are engaged in activities on Railroad's property.

I. Clothing

A. All employees of Contractor will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Contractor's employees must wear:

- (i) Waist-length shirts with sleeves.
- (ii) Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
- (iii) Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.

B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.

C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

II. Personal Protective Equipment

Contractor shall require its employees to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

Hard hat that meets the American National Standard (ANSI) Z89.1 — latest revision. Hard hats should be affixed with Contractor's company logo or name.

Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 — latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.

Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:

- 100 feet of a locomotive or roadway/work equipment
- 15 feet of power operated tools
- 150 feet of jet blowers or pile drivers
- 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection — plugs and muffs)

(iv) Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as dictated by the task, working conditions or area the Contractor's employees are in.

III. On Track Safety

Contractor is responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations — 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

- (i) Maintain a distance of twenty-five (25) feet to any track unless the Railroad flagger is present to authorize movements or such employees are within a work zone and separated from such track by a semi-permanent fence as provided for in the Crossing Agreement.
- (ii) Wear an orange, reflectorized workwear approved by the Railroad Representative.
- (iii) Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Contractor must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Contractor will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

IV. Equipment

- A. It is the responsibility of Contractor to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Contractor's equipment is unsafe for use, Contractor shall remove such equipment from Railroad's property. In addition, Contractor must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:
 - Familiar and comply with Railroad's rules on lockout/tagout of equipment.
 - Trained in and comply with the applicable operating rules if operating any by-rail equipment on-track.
 - Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other railbound equipment.
- B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.
- C. Unless permitted by the Crossing Agreement or otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.
- D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

V. General Safety Requirements

- A. Contractor shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.
- B. Contractor shall ensure that all employees participate in and comply with a job briefing participated in by the Railroad Representative in coordination with the Contractor. During this briefing, the Contractor and Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.

- C. All track work performed by Contractor meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.
- D. All employees comply with the following safety procedures when working around any railroad track:
 - (i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
 - (ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
 - (iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment if the opening is less than one car length (50 feet).
 - (iv) Avoid walking or standing on a track unless so authorized by the employee in charge.
 - (v) Before stepping over or crossing tracks, look in both directions first.
 - (vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.
- E. All employees must comply with all federal and state regulations concerning workplace safety.

EXHIBIT D

EMPLOYEE ENTRY PROTOCOL

Section 1. NOTICE OF COMMENCEMENT OF ENTRY - FLAGGING.

A. Except as otherwise provided in the Highway Underpass and New At-Grade Crossing Railroad License and Force Account Agreement to which Railroad, the State, the NTTA and the City are a party and the Final Plans and Specifications described therein (collectively, the "Crossing Agreement"), the State, the NTTA and the City (hereinafter, the "Project Partners") agree to notify the Railroad Representative at least fifteen (15) days in advance of commencing their respective entry upon Railroad property (the "Relevant Project Partner") and subsequent activity (hereinafter, collectively, an "entry") in which any person or equipment will be within twenty-five (25) feet of any track. No person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such fifteen (15)-day notice, the Railroad Representative will determine and inform the Relevant Project Partner whether a flagman need be present and whether the Relevant Project Partner needs to implement any special protective or safety measures consistent with the Crossing Agreement. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill the Relevant Project Partner for such expenses incurred by Railroad. The Relevant Project Partner shall pay such bills within thirty (30) days of the Relevant Project Partner's receipt of billing. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, the Relevant Project Partner agrees that the Relevant Project Partner is not thereby relieved of any of its responsibilities or liabilities set forth in the Crossing Agreement.

B. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates and additional charges on labor are subject to change, at any time, by law or by agreement between Railroad and its employees (so long as such agreements are not specific to this work or are applied in a discriminatory fashion against the Relevant Project Partner), and may be retroactive as a result of labor negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed as provided above, the Relevant Project Partner shall pay for the flagging services on the basis of the new rates and charges.

C. Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though the Relevant Project Partner may not be conducting activity during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, the Relevant Project Partner must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, the Relevant Project Partner will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

Section 2. LIMITATION OF RIGHTS GRANTED.

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of

Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all part of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

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

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

A. The Relevant Project Partner shall conduct its entry so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, except as provided for in the Crossing Agreement, and unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by the Relevant Project Partner at any time that would in any manner impair the safety of such operations. When not in use, except as provided for in the Crossing Agreement, the Relevant Project Partner's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroad's tracks except at existing open public crossings.

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

C. No additional crossings (including temporary haul roads) or pedestrian crossings over trackage shall be installed or used by the Relevant Project Partner without the prior written permission of the Railroad.

Section 4. LIENS.

The Relevant Project Partner shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such entry. If the Relevant Project Partner fails to promptly cause any lien to be released of record by its payment, release or bonding, Railroad may, at its election, discharge the lien or claim of lien at the Relevant Project Partner's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. The Relevant Project Partner shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be intrusively inspected by the Relevant Project Partner. If it is, the Relevant Project Partner will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. The Relevant Project Partner shall not commence any work until all such protection or relocation (if applicable) has been accomplished.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of any entry, the Relevant Project Partner shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments applicable to the Relevant Project Partner in the prosecution of such entry, including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any entry by the Relevant Project Partner. The Relevant Project Partner shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the entry notwithstanding any Railroad approval of plans and specifications regarding the Relevant Project Partner's entry, or by Railroad's collaboration in providing entry, or by the presence at the entry site of a Railroad Representative, or by compliance by the Relevant Project Partner with any requests or recommendations made by Railroad Representative. The Relevant Project Partner shall comply with Railroad's safety standards listed in Attachment 1, hereto attached and made part hereof, to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of the Relevant Project Partner's safety responsibilities, the Relevant Project Partner shall notify Railroad if the Relevant Project Partner determines that any of Railroad's safety standards are contrary to good safety practices. The Relevant Project Partner shall furnish copies of Attachment 1 to each of its employees before they enter the job site.

B. Without limitation of the provisions of paragraph A above, the Relevant Project Partner shall keep those conditions and features of the entry site under the control of the Relevant Project Partner free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

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

D. If and when requested by Railroad, and to the extent appropriate given the nature and scope of the entry, the Relevant Project Partner shall deliver to Railroad a copy of the Relevant Project Partner's safety plan for conducting the entry (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require the Relevant Project Partner to correct any deficiencies in the Safety Plan. The terms of the Crossing Agreement shall control if there are any inconsistencies between the Crossing Agreement and the Safety Plan.

Section 8. RESTORATION OF PROPERTY.

In the event Railroad authorizes the Relevant Project Partner to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the entry by the Relevant Project Partner, then in that event the Relevant Project Partner shall, as soon as possible and at the Relevant Project Partner's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed, except as otherwise contemplated by the Final Plans and Specifications. The Relevant Project Partner shall remove all of the Relevant Project Partner's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when the Relevant Project Partner entered thereon.

Section 9. WAIVER OF DEFAULT.

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

Section 10. RAILROAD REPRESENTATIVE.

The Relevant Project Partner shall coordinate all of its work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

Gerald Usher
Manager of Track Maintenance
Union Pacific Railroad Company
9211 Forney Road
Dallas, Texas 75227
214-413-3412
gausher@up.com

**ATTACHMENT 1
TO
EMPLOYEE ENTRY PROTOCOL**

The term "employees" as used herein refer to all employees of a Relevant Project Partner that are engaged in the Relevant Project Partner's entry activities on Railroad's property.

I. Clothing

- A. All employees of the Relevant Project Partner will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, the Relevant Project Partner's employees must wear:

- (i) Waist-length shirts with sleeves.
- (ii) Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
- (iii) Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.

- B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.
- C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

II. Personal Protective Equipment

The Relevant Project Partner shall require its employees to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

Hard hat that meets the American National Standard (ANSI) Z89.1 — latest revision. Hard hats should be affixed with the Relevant Project Partner's logo or name.

Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 — latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.

Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:

- 100 feet of a locomotive or roadway/work equipment
- 15 feet of power operated tools
- 150 feet of jet blowers or pile drivers
- 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection — plugs and muffs)

Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as dictated by the task, working conditions or area the Relevant Project Partner's employees are in.

III. On Track Safety

With respect to Relevant Project Partner's entry on Railroad property, the Relevant Project Partner is responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations — 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

- (i) Maintain a distance of twenty-five (25) feet to any track unless the Railroad flagger is present to authorize movements or such employees are within an entry zone and separated from such track by a semi-permanent fence as provided for in the Crossing Agreement.
- (ii) Wear an orange, reflectorized workwear approved by the Railroad Representative.
- (iii) Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. The Relevant Project Partner must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. The Relevant Project Partner will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

IV. Equipment

- A. It is the responsibility of the Relevant Project Partner to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of the Relevant Project Partner's equipment is unsafe for use, the Relevant Project Partner shall remove such equipment from Railroad's property. In addition, the Relevant Project Partner must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:
 - Familiar and comply with Railroad's rules on lockout/tagout of equipment.
 - Trained in and comply with the applicable operating rules if operating any by-rail equipment on-track.
 - Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other railbound equipment.
- B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.
- C. Unless permitted by the Crossing Agreement or otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.
- D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

V. General Safety Requirements

- A. The Relevant Project Partner shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.
- B. The Relevant Project Partner shall ensure that all employees participate in and comply with a job briefing participated in by the Railroad Representative in coordination with the Relevant Project Partner. During this briefing, the Relevant Project Partner and Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any

employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.

- C. All employees comply with the following safety procedures when working around any railroad track:
 - (i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
 - (ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
 - (iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment if the opening is less than one car length (50 feet).
 - (iv) Avoid walking or standing on a track unless so authorized by the employee in charge.
 - (v) Before stepping over or crossing tracks, look in both directions first.
 - (vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.
- D. All employees must comply with all federal and state regulations concerning workplace safety.
- E. Explosives or other highly flammable substances shall not be used on Railroad's property without the prior written approval of the Railroad.

ATTACHMENT 1

City of Grand Prairie Railroad Grade Crossing Consolidation Resolution

[follows this page]

RESOLUTION NO. 3990

A RESOLUTION AUTHORIZING THE CITY COUNCIL TO CLOSE BOTH 5TH STREET UNION PACIFIC RAILROAD CROSSINGS AND TO RELOCATE THE WEST 14TH STREET UNION PACIFIC RAILROAD CROSSING PRIOR TO THE OPENING OF THE SH 161 FRONTAGE ROADS.

WHEREAS, the State Highway 161 frontage road project requires two new Union Pacific main line railroad crossings; and

WHEREAS, Union Pacific Railroad (UPRR) requires that for every new approved crossing, two main line crossings must be closed; and

WHEREAS, UPRR has agreed to allow the West 14th Street crossing to be relocated to the east to serve as the southbound frontage road; and

WHEREAS, UPRR still requires that two (2) crossings be closed in exchange for the northbound frontage road.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS THAT:

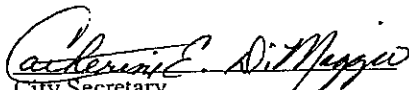
SECTION 1. That the City Council is hereby authorized to approve the closing of the main line railroad crossings at both 5th Streets and the relocation of the West 14th Street crossing prior to the opening of the SH 161 frontage roads;

SECTION 2. That, this Resolution shall be effective immediately upon its passage and approval.


PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, THIS 1ST DAY OF JUNE, 2004.


Mayor, Grand Prairie, Texas

ATTEST:


City Secretary

APPROVED AS TO FORM:


City Attorney

ATTACHMENT 2
Highway-Railroad Preliminary Engineering Agreement

[follows this page]



DEWITT C. GREER STATE HIGHWAY BLDG • 125 E. 11TH STREET • AUSTIN, TEXAS 78701-2483 • (512) 463-8505

May 9, 2008

**AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES
AND SUBMITTAL OF EXHIBIT A FOR RAILROAD APPROVAL**

Dallas County – DOT No. TBA
CSJ 2964-01-040
Project C 2964-1-40
SH 161 in Grand Prairie

New Highway Underpass

Mr. R. K. Rouse
Regional Manager, Industry & Public Projects
Union Pacific Railroad
24125 Aldine Westfield Road
Spring, TX 77373-9015

Dear Mr. Rouse,

Plans are being prepared to construct SH 161 across your company's tracks by constructing a new highway-underpass structure at the location referenced above. In connection with the project, the Texas Department of Transportation (TxDOT) considers it necessary for the successful advancement of the project for your company to collaborate with TxDOT in the development of the project by performing the following:

- preliminary engineering and other related services
- development of cost estimates
- review of the project's preliminary layouts
- submit current train and switching moves

TxDOT authorizes and agrees to reimburse the Railroad for actual costs that are incurred for collaborating in the development of the project's preliminary engineering and other preliminary activities. Please prepare and enclose the cost estimate(s) for Railroad preliminary engineering and other preliminary activities when you return the signed State Original counterpart of this Letter Agreement. This information is needed for District budgeting purposes and will be attached to the State Original counterpart of this Letter Agreement. The Railroad may submit monthly bills of at least \$2,500.00, prepared in satisfactory form, for work performed as described herein. Payment will be made within thirty (30) days from the State's receipt and approval of the Railroad's request for reimbursement.

Additionally, attached for your company's review and approval is one (1) set of half-scale prints of the preliminary bridge layout, which shows the basic features of the proposed highway underpass at the location referenced above. Please review and provide approval of the basic features of the preliminary layout as soon as possible.

REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY
INCREASE THE VALUE OF YOUR TRANSPORTATION ASSETS

May 9, 2008

The project may require the Railroad to incur costs for force account activities. Please prepare the railroad force account cost estimate for work activities to be provided by your company, as identified in the preliminary layout.

Please submit the number of current regular train and switching movements at the grade separation location. This information will be used by the TxDOT contractor to obtain Railroad Protective Liability Insurance.

TxDOT and the Railroad will enter into a separate agreement associated with the actual construction of the project. The construction agreement will be drafted by this office and forwarded to your company after the preliminary layout has been approved.

Please sign both counterparts of this Letter Agreement and return the State Original as well as the preliminary engineering estimate to this office. Please return the railroad force account estimates to this office for review and approval as soon as possible.

This project currently is scheduled to let to contract in October 2008.

Your cooperation in this matter is appreciated. If you have any questions, please contact Hal B. Owen at telephone number (512) 416-3285.

Sincerely,



Darin Kosmak
Railroad Section Director
Traffic Operations Division

UNION PACIFIC RAILROAD

By Date 5-15-08

Name and Title

Attachment

cc: Steven W. Martchenko, UP - Three (3) sets of Exhibit A.
Dexter Hollabaugh, Dallas District Office, TxDOT - Copy of Exhibit A.
Kenneth L. Mullin, P.E., Bridge Division, TxDOT - Copy of Exhibit A. At the behest of Darin Kosmak, this layout is being sent to UP coincidentally to submitting it to you for review and approval. Please review and provide comments/approval.
Norma Lopez and Kevin Steele, Finance Division, TxDOT

ATTACHMENT 3
Railroad Cost Estimates

UNION PACIFIC RAILROAD

SUMMARY OF ESTIMATED COSTS FOR RAILROAD WORK STATE HIGHWAY 161 PROJECT DALLAS SUBDIVISION M.P. 227.51

Flagging (\$1,000/day) 300 Days	\$ 300,000
Plan Review and Engineering	\$ 50,000
Field Inspection	\$ 50,000
Track Construction and Cutovers	\$ 808,216
Crossing Signal Estimate - Jefferson St	\$281,867
Crossing Signal Estimate -- N/B & S/B 161 FR	\$847,639
Total Estimate for Railroad Work	\$2,337,722

Note: These figures are estimated costs. Actual costs will be billed and are payable within 45 days of receipt of bill.

ESTIMATE OF MATERIAL AND FORCE ACCOUNT WORK
BY THE
UNION PACIFIC RAILROAD COMPANY
FOR THE
STATE OF TEXAS AND NTTA

DESCRIPTION OF WORK: Perform flagging services for State of Texas/NTTA during the new bridge construction for SH 161 (RR/O) and 2 new one-way frontage roads in Grand Prairie, at MP 227.50 on the Dallas Subdivision and having a DOT of 924430N

Tarrant County DOT - 924430N (new)
CSJ - 2984-01-040
Project: NH
SH 161 in Grand Prairie

LOCATION: FW SERVICE UNIT: 11 STATE: Texas DATE: 02/21/2010

<u>DESCRIPTION</u>	<u>LABOR</u>	<u>MATERIAL</u>	<u>STATE TOTAL</u>
<u>FLAGGING SERVICES</u>			
FLAGGING (per day)	\$1,000.00		
Times 300 Days	\$300,000.00		
<u>TOTAL PROJECT</u>	<u>\$300,000.00</u>		<u>\$300,000.00</u>

EXISTING REUSABLE MATERIAL - NONE

SALVAGE NONUSABLE MATERIAL - NONE

TOTAL ESTIMATED COST OF PROJECT LESS CREDITS \$300,000.00

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OF AMOUNT OF LABOR REQUIRED, THE STATE AND NTTA WILL BE BILLED FOR ACTUAL CONSTRUCTION COST AT THE CURRENT RATES EFFECTIVE THEREOF.

ESTIMATE OF MATERIAL AND FORCE ACCOUNT WORK
BY THE
UNION PACIFIC RAILROAD COMPANY

DESCRIPTION OF WORK: Perform services for NTTA, City of Grand Prairie, and the State of Texas associated with the construction of the new SH 161 in Grand Prairie, Texas on the Dallas Sub. at MP 227.51 and having a DOT number of 924430N. All work performed will be a 100% collectable.

LOCATION: FW SERVICE UNIT: 11 STATE: Texas DATE: 02/25/2010

<u>DESCRIPTION</u>	<u>TOTAL</u>
Plan Review and Inspection	\$50,000
Field Inspection	\$50,000
<hr/> TOTAL PROJECT	<hr/> \$100,000.00

EXISTING REUSABLE MATERIAL - NONE

SALVAGE NONUSABLE MATERIAL - NONE

TOTAL ESTIMATED COST OF PROJECT LESS CREDITS \$100,000.00

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OF AMOUNT OF MATERIAL OR LABOR REQUIRED, THE RESPONSIBLE PARTY WILL BE BILLED FOR ACTUAL CONSTRUCTION COST AT THE CURRENT RATES EFFECTIVE THEREOF.

Attachment 3

DATE: 2010-02-25

ESTIMATE OF MATERIAL AND FORCE ACCOUNT WORK
BY THE
UNION PACIFIC RAILROAD

THIS ESTIMATE GOOD FOR 6 MONTHS EXPIRATION DATE IS :2010-08-26

DESCRIPTION OF WORK:
GRAND PRAIRIE, TX / SHOOFLY FOR STATE HIGHWAY 161, MP 227.50, DALLAS SUB
LABOR TO BE PROVIDED BY UNION PACIFIC RAILROAD USING FEDERAL ADDITIVE RATES
WITH OVERHEAD AND INDIRECT COSTS.
PID: 62059 AWO: 88210 MP, SUBDIV: 227.50, DALLAS
SERVICE UNIT: 11 CITY: GRAND PRAIRIE STATE: TX

DESCRIPTION	QTY	UNIT	LABOR	MATERIAL	RECOLL	UPRR	TOTAL
ENGINEERING WORK							
ENGINEERING			13115		13115		13115
PERSONAL EXPENSES				30000	30000		30000
HOMELINE FREIGHT				11337	11337		11337
SIGNAL INSPECTIONS			3566		3566		3566
TRACK SUPERVISORS			13114		13114		13114
LABOR ADDITIVE 205%			61077		61077		61077
TOTAL ENGINEERING			90872	41337	132209		132209
SIGNAL WORK							
SIGNAL			18358	16520	34878		34878
PERSONAL EXPENSES				7500	7500		7500
RCLW WIRING				1932	1932		1932
LABOR ADDITIVE 167.76%			30439		30439		30439
TOTAL SIGNAL			48797	25952	74749		74749
TRACK & SURFACE WORK							
BALAST-SURF. LINE SHIFTS	24.00	CL	34886	18399	53285		53285
CONTRACT ASSIST				75000	75000		75000
FIELD WELDS			2993	317	3310		3310
OTM			24758	1416	26174		26174
RDXING		TF	29099		29099		29099
XTIE	510.00	EA	39075	22916	61991		61991
SWTIE	26.00	EA	2470	2125	4595		4595
SALES TAX				1803	1803		1803
MATL STORE EXPENSE				85	85		85
WORK TRAIN			5100		5100		5100
WT/CS ADDITIVE 169%			8618		8618		8618
LABOR ADDITIVE 205%			170498		170498		170498
TOTAL TRACK & SURFACE			317497	122061	439558		439558
CONTINGENCY-25%			114300	47400	161700		161700
LABOR/MATERIAL EXPENSE							
RECOLLECTIBLE/UPRR EXPENSE			571466	236750	808216	0	808216
ESTIMATED PROJECT COST							
SALVAGE NONUSEABLE MATERIAL CREDIT					0		
RECOLLECTIBLE LESS CREDITS					808216		

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

FILE: 'ENG205.TSO.EPM.ESTIMATE(P062059B)'

ESTIMATE OF MATERIAL AND FORCE ACCOUNT WORK
BY THE
UNION PACIFIC RAILROAD

DATE: 2009-09-15

THIS ESTIMATE GOOD FOR 6 MONTHS EXPIRATION DATE IS 2010-03-16

DESCRIPTION OF WORK:
INSTALL TWO FL SIGNALS W/GATES AND ONE IN NEW CABIN AT JEFFERSON STREET
IN GRAND PRairie, TX. M.P. 227.60 ON THE DALLAS SUB.
SIGNAL PROJECT NUMBER: R01 CLARKSON 867-7261
RAILROAD TO PERFORM ALL WORK / COST DISBURSED AS FOLLOWS:
SIGNAL - STATE OF TEXAS 100%
ESTIMATED USING FEDERAL ADDITIVES WITH OVERHEAD & PROFIT
CONSTRUCTION COSTS - 257,764

YID: 00213 AND: 02743 MP, SUNDAY: 227.60, DALLAS
SERVICE UNIT: 11 CITY: GRAND PRAIRIE STATE: TX

DESCRIPTION	QTY	UNIT	LABOR	MATERIAL	RECOG	UPR	TOTAL
SMITHSTATION/SIGNAL WORK							
BILL BEEP	300			300			300
CONTRACT				613	613		613
EARTH FILL / DUCK			1250	2250			2250
ENGINEERING	9643			9643			9643
LABOR ADDITIVE	124080			124080			124080
MAINT SERVICE			6000	6000			6000
PERSONAL EXPENSES			46060	46060			46060
SIGNAL	63366		5132	78611			78611
TRAINING/IN/ON/ROCK CONTR			703	703			703
WE TRAFFIC CONTROL			5297	5297			5297
ENVIRONMENTAL-FERMENTS			1	1			1
TOTAL ENGINEERING/SIGNAL	214003		66618	280048			280048
TRACK & SURFACE WORK							
OGM			1819	1819			1819
TOTAL TRACK & SURFACE			1819	1819			1819
LABOR/MATERIAL EXPENSES	214003		67864				
RECOGNIZABLE/UPPER EXPENSES				281867			
ESTIMATED PROJECT COST							291467

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

Attachment 3

ESTIMATE OF MATERIAL AND FORCE ACCOUNT WORK
BY THE
UNION PACIFIC RAILROAD

DATE: 2010-01-20

THIS ESTIMATE GOOD FOR 6 MONTHS EXPIRATION DATE IS 2010-07-21

DESCRIPTION OF WORK:
REMOVE EXISTING FLASHING & CASE AND INSTALL TWO VL SIGNALS M/CATED AND
CMT IN NEW CROWN AT 50 & NB SH-161 IN GRAND PRAIRIE, TX. N.P. 227.53
SIGNAL PROJECT MANAGER: RMI CLARKSON 847-7261
RAILROAD TO PERFORM ALL WORK / COST DISTRIBUTED AS FOLLOWS:
SIGNAL - FEDERAL/STATE - 100% RECOLLECTABLE
ESTIMATED USING FEDERAL ADDITIVE WITH OVERHEAD & INDIRECT
CONSTRUCTION COST'S - 167,761

DESCRIPTION	QTY	UNIT	LABOR	MATERIAL	RECOLL	UPRR	TOTAL
ENGINEERING WORK							
ENGINEERING	13616				13616		13616
LABOR ADDITIVE 167,761	40809				40809		40809
SIG-RMY XND	4821				4821		4821
TOTAL ENGINEERING	46246				46246		46246
SIGNAL WORK							
BILL PREP	900				900		900
CMT/ILLUSTR			23590		23590		23590
CONTRACT			21869		21869		21869
FOUNDATION REMOVAL			5000		5000		5000
LABOR ADDITIVE 167,761	248023				248023		248023
MATL STORE EXPENSE			39		39		39
WATER SERVICE			3000		3000		3000
PERSONAL EXPENSES			77250		77250		77250
ROCK/GRANITE/FILL			2000		2000		2000
SIGNAL	145344		218697		168691		365431
TRANSF/YS/OS RCLM CONTR			15092		35092		35092
TOTAL SIGNAL	395867		306528		782392		782392
TRACK & SURFACE WORK							
ENVIRONMENTAL PERMITTING			1		1		1
TOTAL TRACK & SURFACE	1		1		1		1
LABOR/MATERIAL EXPENSES							
RECOLLECTIBLE/UPRR EXPENSE	461113		306528		867639	0	867639
ESTIMATED PROJECT COST							867639

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

[INTENTIONALLY LEFT BLANK]

[INTENTIONALLY LEFT BLANK]

ATTACHMENT 4

Railroad's Signal Circuit Layout

