

**AGENDA  
OF THE WORK SESSION  
CITY OF EAST GRAND FORKS  
TUESDAY, MARCH 12, 2024 – 5:00 PM**

**CALL TO ORDER:**

**CALL OF ROLL:**

**DETERMINATION OF A QUORUM:**

- 1. 2024 Gate City Bank Home Improvement Program – Brittney Clinton & Becky Mindeman**
- 2. Review & Consider BNSF Construction Maintenance & Crossing Closure Agreements – Reid Huttunen**
- 3. Discussion on City Council & Mayor Pay Rates – Reid Huttunen**

**ADJOURN:**

**Upcoming Meetings**

Council Meeting – Tuesday, March 19, 2024 – Council Chambers – 5:00 PM

Work Session – Tuesday, March 26, 2024 – Training Room – 5:00 PM

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

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

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

# Request for Council Action

Date: March 12, 2024

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

Cc: File

From: Economic Development Director

RE: 2024 Gate City Bank Home Improvement Program Renewal Presentation

---

Representative(s) from Gate City Bank will provide information about the renewal of the home improvement program for 2024. The limit for the value of an eligible home has been increased to \$400,000. Attached to this report are the application and the permit reminder that the City will provide to each applicant.



For a Better Way of Life.®



### Home Improvement Partnership Program (HIPP) Application

Thank you for your interest in applying for the East Grand Forks Home Improvement Partnership Program. We look forward to working with you on a project that will improve your home and help to enhance the neighborhood in which you live.

#### APPLICATION DEADLINE

The deadline to apply for the 2024 HIPP Program is **October 31, 2024**.

#### ELIGIBLE IMPROVEMENT COSTS

Funds may be used to address code and structural corrections, energy improvements, and general property improvements. Loans are available to finance new improvements not yet under construction, and if there are code corrections identified during the inspection, they must be addressed as part of the project.

#### APPLICANTS

Loan applicant must be the owner-occupant of the home and meet Gate City Bank's credit standards for repayment of the improvement loan.

#### PROPERTY REQUIREMENTS:

- Located within the City of East Grand Forks Municipal Boundaries.
- Zoned for residential use.
- Outside of 100-year floodplain
- Current assessed property value less than \$400,000
- Owner-occupied single family attached or detached units
- Current on property taxes and special assessments

#### INELIGIBLE PROPERTY TYPES

- Duplex      • Condo      • Mobile Home
- 3-Plex      • Rental Property\*

\*unless being converted from rental to single-family, owner-occupied housing

#### LOAN TERMS

- Repayment options of 10 or 15 years with an APR as low as 4.99%\*\*
- Minimum loan \$10,000/Maximum loan \$100,000
- Maximum loan-to-value 90%
- Property owner responsible for closing costs & customary fees (including possible appraisal fees if required)

\*\* Terms and conditions may apply. A \$50,000 home equity loan at 4.98% interest rate for 120 monthly payments of \$529.97 will have a 4.99% annual percentage rate.

First payment due within 9 months of loan closing.

#### PROJECT MUST INCLUDE AT LEAST ONE:

- Foundation work (drain tile, bracing)
- Siding, roofing, windows, or other major exterior upgrades
  - Garages must meet zoning code requirements for allowable square footage. Projects requiring variance requests for larger square footage will be ineligible.
- Addition of bedroom or new living space
  - Must meet the zoning requirements for allowable performance standards (i.e., setbacks, impervious coverage, square footage)
- Major interior remodeling (i.e., kitchen remodel, bathroom remodel)
- Replacement of major mechanical systems (furnace, electrical system, plumbing)
- Convert rental unit to owner-occupied.

#### QUESTIONS on Property, Contractor, or Renovation Items?

Call or E-mail City of East Grand Forks Economic Development  
Phone: 218.773.8939 Email: [pgorte@egf.mn](mailto:pgorte@egf.mn)

#### QUESTIONS on Loan Processing/Appraisals?

Call or E-mail Brittney Clinton (NMLS #1093605) at Gate City Bank  
Phone: 701.293.2565 Email: [BrittneyClinton@gatecity.bank](mailto:BrittneyClinton@gatecity.bank)

#### PLEASE SUBMIT YOUR COMPLETED APPLICATION TO:

City of East Grand Forks  
Attn: Paul Gorte, ACIP – Economic Development Director  
600 DeMers Avenue NW  
East Grand Forks, MN 56721  
Email: [pgorte@egf.mn](mailto:pgorte@egf.mn)



**APPLICATION REQUIREMENTS:**

At the time of application, you will be required to obtain any relevant building permits and pay any associated fees for the work through the Economic Development Department. After the work is completed, an inspection may be necessary to complete the permit. Contact the City Building Inspections department for more information on permits, fees, and inspections process, 218.773.8939.

**REPAYMENT OPTION APPLICANT IS INTERESTED IN**

**(check one box below):**

- 10-Year  15-Year

**APPLICATION DEADLINE**

The deadline to apply for the 2024 HIPP Program is

**October 31, 2024.**

**SECTION A: General Information**

Name - Applicant 1		Daytime Phone with Area Code	
Name - Applicant 2		Daytime Phone with Area Code	
Address			
E-mail – Applicant 1			
E-mail – Applicant 2			
Estimated Amount Requested			

**SECTION B: Property Information**

What type of work are you interested in completing? Check (✓) and describe below.	
Types of Work	Describe Work
<input type="checkbox"/> Electrical	
<input type="checkbox"/> Plumbing	
<input type="checkbox"/> Heating/Cooling	
<input type="checkbox"/> Foundation/Basement	
<input type="checkbox"/> Roof	
<input type="checkbox"/> Windows/Doors	
<input type="checkbox"/> Siding	
<input type="checkbox"/> Garage	
<input type="checkbox"/> Addition	
<input type="checkbox"/> Kitchen Remodel	
<input type="checkbox"/> Bath Remodel	
<input type="checkbox"/> Interior Finishes	
<input type="checkbox"/> Accessibility	
<input type="checkbox"/> Landscaping/Deck	
<input type="checkbox"/> Convert from Rental	
<input type="checkbox"/> Other	



**SECTION C: Additional Property Information**

How many bedrooms, above grade, are in your house?	How many bedrooms, below grade with egress, are in your house?	
How many bathrooms: Full _____ 3/4 bath _____ 1/2 bath _____	Total square footage?	Estimated current market value: \$ _____
What type of heating system is in your home? (circle one) Gas _____ Electric _____ Other _____	Cooling system? (circle one) Central Air _____ Wall Air _____ Other _____	
Basement finished, partially finished, or not finished? (if partial, please note what percentage is finished)	Homeowner's Insurance Company: _____ Agent's Name: _____ Agent's Phone: _____	
Please describe any existing, notable interior features or upgrades to your home (e.g., fireplace, sauna, hot tub, sunroom, bar, patio, deck, fence, home theatre, full kitchen/bathroom remodels, stone c o u n t e r t o p s , finished basement):		

Amount Applicant would like to borrow: \$ \_\_\_\_\_

Completed applications will be forwarded to Gate City Bank for loan review and the loan decision will be provided by Gate City Bank. Credit Decision and Approval is completed by Gate City Bank, City of East Grand Forks has no involvement in the final decision for the loan. Completion date of project to be within 9 months of loan closing. All bids and estimates for the projects are to be provided to Gate City Bank at the time of application. Gate City Bank may ask for other documentation when underwriting the loan.

All information furnished is for confidential use of the City of East Grand Forks or Gate City Bank. Under Minnesota Law, it is a crime to use false or misleading information in this application in order to qualify for a loan.

**Signatures:** I certify that everything I have stated in this application and on any attachments is correct. You may keep this application whether or not it is approved. I authorize you to check my credit and employment history and to answer questions others may ask about my credit with you. I understand that I must update credit information at your request if my financial situation changes.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date



## Notice to Applicants

At the time of application, you will be required to check with the City to see whether your project is allowed. Completed applications will be forwarded to Gate City Bank for loan review and the loan decision will be provided by Gate City Bank. After your loan has been approved, you will need to obtain your permit from the City. No work can be started until a permit has been issued and been paid in full. After the work is completed, an inspection may be necessary to complete the permit. Contact the City Building Inspections department for more information on permits, fees, and inspections process, 218.773.2208.

---

Signature of Applicant

# Request for Council Action

Date: March 12, 2024

To: East Grand Forks City Council Mayor Steve Gander, Council President Mark Olstad, Vice-President Tim Riopelle; Council members Clarence Vetter, Dale Helms, Brian Larson, Tim Johnson, and Marc DeMers.

Cc: File

From: Reid Huttunen

RE: Review and consideration of BNSF Construction Maintenance and Crossing Closure Agreements

## Background:

As part of the proposed Quiet Zone project, the City will need to enter into Construction and Maintenance Agreements with BNSF. There is a separate proposed agreement for each of the street crossings.

## Construction & Maintenance agreements at 2<sup>nd</sup> Ave NE and Central Ave NE:

- Agreements include approval and commitment for the City to construct roadway, pedestrian facilities, and medians in the railroad right of way.
- These agreements also identify the additional railroad easements the City will need to acquire for the proposed pedestrian surface crossings.
- Note: The Central Ave agreement will require one additional easement to acquire the necessary road right of way for the street running between Sacred Heart and the railroad. This easement fee will not be known until Widseth can complete a survey and legal description.
- The agreements explain and require the City to accept additional risk and liability for safety at the railroad crossings throughout the project and after activation of the Quiet Zone.
- **On Page 9 & 10 of the agreements:** BNSF requires, “to the fullest extent permitted by law, the City to indemnifies, defend and hold harmless BNSF from any and all claims.”
  - o City Attorney Galstad and the LMCIT Risk Management Attorney have stated concern with this language, however, there has not been much movement from BNSF on the language of these agreements. LMCIT has stated the City does have protection under the “to the fullest extent permitted by law” language and an AG opinion related to the authority to indemnify.
- The BNSF position in these agreements is that the railroad receives no ascertainable benefit from the installation of the quiet zone and QZ related road improvements.
- **On page 13 & 14 of the agreements, Item H i) and ii):** The City accepts financial responsibility for damage to the RR crossing signal equipment for any reason other than BNSF’s sole negligence. This item is concerning because the equipment is in RR property and is owned by BNSF. When the City protested the roles should be reversed in section, BNSF responded with the following:

*“The light/gate mechanisms are installed to regulate roadway traffic. If there was no public roadway, there would not be any lights/gates. With this, BNSF agrees that if we damage them, it’s our responsibility to replace the equipment. However, if the city damages them, or if they are damaged for any other reason, then the city is expected to bear that cost. This would be no different than if a vehicle takes out a sign on your road network – the city would be expected to replace that sign,*

*assuming the vehicle that damaged it could not be located and therefore you couldn't collect on their personal insurance policy. It's the same way in this instance with the signal system – If BNSF can locate the individual that damaged the system, then our claims department will work with their insurance policy to replace the system. If not, then we would look towards the city. In many instances we would actually charge the city yearly maintenance costs for the signal systems – in an effort to push the project forward, BNSF has elected not to do that for these agreements.”*

The League of MN Cities has stated the City can insure the Crossing Signal Equipment under this section, since it would be a contractual obligation of the City.

**Crossing Closure Agreement at 3<sup>rd</sup> St NW**

- The Crossing Closure agreement includes abandonment and permanent vacating of the 3<sup>rd</sup> St NW railroad crossing.
- A railroad crossing street closure ordinance will need to be adopted to complete this closure. A sample is included in the council packet. Mr. Galstad has been asked to review and make any necessary modifications.
- This document will be updated to include the BNSF closure incentive of \$156,203.00 and MNDOT incentive of \$50,000.00

Finally, the League of MN Cities Insurance (LMCIT) has stated the City does have LMCIT liability coverage for claims assumed in this contract, so any assumption of liability is covered (up to the city's policy limits and deductible).

**Budget**

**Impact:**

Agreements attached are tied to the project bids and funding plan provided at previous meetings.

**Recommendation:**

The 2<sup>nd</sup> Ave Agreement and 3<sup>rd</sup> St NW closure agreement should be considered alongside the Quiet Zone project bids.

The Central Ave agreement needs additional easement language added before being brought forward. Timeline for that easement language is to be determined. Contractual language for this agreement mirrors the 2<sup>nd</sup> Ave agreement.

**Enclosure:**

- Construction Maintenance Agreements for 2<sup>nd</sup> Ave NE and Central Ave.
- Crossing Closure Agreement for 3<sup>rd</sup> St NW
- AG opinion on authority to indemnify



Contract Number: BF-20265885

**GRADE CROSSING CONSTRUCTION AND MAINTENANCE AGREEMENT**

**BNSF File No.: BF-20265885  
Mile Post 106.618  
Line Segment 32  
U.S. DOT Number 081276L  
Grand Forks Subdivision**

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

**RECITALS**

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

WHEREAS, in the interest of aiding vehicular travel and public safety, the Agency is undertaking a project to improve the existing 2<sup>nd</sup> Ave NE at-grade crossing, located at BNSF Line Segment **32** and Milepost **106.618**, and designated by D.O.T. No. **081276L**, by reconstructing the roadway, adding pedestrian facilities to the west side of the crossing, center medians, and curb & gutter within the new roadway easement across the BNSF right-of-way as indicated on the Exhibit A and Exhibit B, attached hereto and incorporated herein; and

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

WHEREAS, the Agency also desires BNSF to install an extension of the existing crossing surface at 2<sup>nd</sup> Ave NE with a new concrete and rubber crossing surface to accommodate the new pedestrian sidewalk; and

WHEREAS, the Agency is paying for the acquisition and installation of the extended crossing surface at 2<sup>nd</sup> Ave NE; and

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



Contract Number: BF-20265885

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

### **ARTICLE I – SCOPE OF WORK**

- 1) The term "**Project**" as used herein includes any and all work related to the reconstruction/construction of the roadway, adding pedestrian facilities to the west side of the crossing, center medians, and curb & gutter at the 2<sup>nd</sup> Ave NE crossing by Agency and installation of new crossing surfaces at U.S. D.O.T No. 081276L, (hereinafter referred to as the "**Crossing**") by BNSF, more particularly described on the Exhibit A, including, but not limited to, any and all changes to telephone, telegraph, signal and electrical lines and appurtenances, temporary and permanent track work, fencing, grading, alterations to or new construction of drainage facilities, preliminary and construction engineering and contract preparation.

### **ARTICLE II – RAILROAD OBLIGATIONS**

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

- 1) Upon Agency's payment to BNSF of an administrative fee in the sum of Two Thousand Five Hundred and No/100 Dollars (\$2,500), together with the Temporary Construction License Fee in the sum of Zero and No/100 Dollars (\$0.00), BNSF hereby grants to Agency, its successors and assigns, upon and subject to the terms and conditions set forth in this Agreement, a temporary non-exclusive license (hereinafter called, "Temporary Construction License") to enter upon and use the portion of BNSF's right-of-way as is necessary to reconstruct the roadway, add pedestrian facilities to the west side of the crossing, center medians, and curb & gutter at the 2<sup>nd</sup> Ave NE crossing and thereafter maintain, the Crossing as described further on Exhibit A-1, excepting and reserving BNSF's rights, and the rights of any others who have obtained, or may obtain, permission or authority from BNSF, to do the following:
  - A. Operate, maintain, renew and/or relocate any and all existing railroad track or tracks, wires, pipelines and other facilities of like character upon, over or under the surface of said right-of-way;
  - B. Construct, operate, maintain, renew and/or relocate upon said right-of-way, without limitation, such facilities as the BNSF may from time to time deem appropriate;



Contract Number: BF-20265885

- C. Otherwise use or operate the right-of-way as BNSF may from time to time deem appropriate.

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

Upon Agency's payment to BNSF of the additional sum of Six Thousand Two Hundred Fifty and No/100 Dollars (\$6,250.00), such payment to be made within thirty (30) days of issuing the Notice to Proceed pursuant to Article III, Section 8 of this Agreement, and provided further that Agency is in compliance with the term and conditions of this Agreement, BNSF will grant to Agency, its successors and assigns, an easement (hereinafter called, the "Easement") to enter upon and use that portion of BNSF's right-of-way as is necessary to use and maintain the Crossing, substantially in the form of Exhibit B attached to this Agreement. If Agency fails to pay BNSF within the thirty day time period set forth in the preceding sentence, BNSF may stop construction of the Project until full payment is received by BNSF.

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



Contract Number: BF-20265885

- A. Procurement of materials, equipment and supplies necessary for the railroad work;
  - B. Preliminary engineering, design, and contract preparation;
  - C. Furnishing of flagging services during construction of the Project as required and set forth in further detail on Exhibit C, attached to this Agreement and made a part hereof;
  - D. Furnishing engineering and inspection as required in connection with the construction of the Project;
  - E. Removal and disposal of the existing crossing surfaces from the Crossing;
  - F. Installation of one 8-foot concrete crossing surface extension for the one track complete with new rail, ties, ballast, fasteners, along with appropriate surfacing, to carry the improved roadway and sidewalk;
  - G. Make such changes in the alignment, location and elevation of its telephone, telegraph, signal and/or wire lines and appurtenances along, over or under the tracks, both temporary and permanent, as may become necessary by reason of the construction of the Project.
- 3) BNSF will do all railroad work set forth in Article II, Section 2 above on an actual cost basis, when BNSF, in its sole discretion, determines it is required by its labor agreements to perform such work with its own employees working under applicable collective bargaining agreements.
- 4) Agency agrees to reimburse BNSF for work of an emergency nature caused by Agency or Agency's contractor in connection with the Project which BNSF deems is reasonably necessary for the immediate restoration of railroad operations, or for the protection of persons or BNSF property. Such work may be performed by BNSF without prior approval of Agency and Agency agrees to fully reimburse BNSF for all such emergency work.
- 5) BNSF may charge Agency for insurance expenses, including self-insurance expenses, when such expenses cover the cost of Employer's Liability (including, without limitation, liability under the Federal Employer's Liability Act) in connection with the construction of the Project. Such charges will be considered part of the actual



Contract Number: BF-20265885

cost of the Project, regardless of the nature or amount of ultimate liability for injury, loss or death to BNSF's employees, if any.

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

### **ARTICLE III – AGENCY OBLIGATIONS**

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

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



Contract Number: BF-20265885

- 5) Agency must construct the Project as shown on the attached Exhibit A and do all work (“Agency’s Work”) provided for in the plans and specifications for the Project, except railroad work that will be performed by BNSF hereunder. Agency must furnish all labor, materials, tools and equipment for the performance of Agency’s Work. The principal elements of Agency’s Work are as follows:
  - A. Design and Reconstruction/Construction of 2<sup>nd</sup> Ave NE;
  - B. Installation of a pavement marking stop bar in accordance with the Manual on Uniform Traffic Control Devices (hereinafter called, “MUTCD”);
  - C. Installation of advance warning signs in accordance with the MUTCD;
  - D. Perform all necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on BNSF’s right-of-way;
  - E. Provide suitable drainage, both temporary and permanent;
  - F. Provide all barricades, lights, flagmen or traffic control devices necessary for preventing vehicular traffic from using a portion of the Crossing, during the installation of the concrete crossing surfaces, and also during the installation of the Crossing Signal Equipment;
  - G. Construct asphalt/concrete roadway surface on approaches to each track;
  - H. Provide and place six (6) to twelve (12) inch wide section of asphalt between roadway concrete headers (and sidewalk) and the new concrete crossing surfaces;
  - I. Job site cleanup including removal of all construction materials, concrete debris, surplus soil, refuse, contaminated soils, asphalt debris, litter and other waste materials to the satisfaction of BNSF;
- 6) The Agency will approve the location of the signals and signal bungalow prior to the installation by BNSF.
- 7) The Agency must have advanced railroad crossing signs and standard pavement markings in place at the crossing shown on Exhibit A (if the same are required by the MUTCD) prior to the acceptance of this Project by the Agency.
- 8) The Agency must give BNSF’s Manager Public Projects written notice to proceed (“**Notice to Proceed**”) with the railroad portion of the work after receipt of necessary



Contract Number: BF-20265885

funds for the Project. BNSF will not begin the railroad work (including, without limitation, procurement of supplies, equipment or materials) until written Notice to Proceed is received from Agency.

- 9) The Agency's Work must be performed by Agency or Agency's contractor in a manner that will not endanger or interfere with the safe and timely operations of BNSF and its facilities.
- 10) For any future inspection or maintenance, either routine or otherwise, performed by subcontractors on behalf of the Agency, Agency shall require the subcontractors to comply with the provisions of the attached Exhibit C and execute the agreement attached hereto as Exhibit C-1. Prior to performing any future maintenance with its own personnel, Agency shall: comply with all of BNSF's applicable safety rules and regulations; require any Agency employee performing maintenance to complete the safety training program at the BNSF's Internet Website "[www.contractororientation.com](http://www.contractororientation.com)"; notify BNSF when, pursuant to the requirements of Exhibit C, a flagger is required to be present; procure, and have approved by BNSF's Risk Management Department, Railroad Protective Liability insurance.
- 11) Agency must require its contractor(s) to notify BNSF's Roadmaster at least thirty (30) calendar days prior to requesting a BNSF flagman in accordance with the requirements of Exhibit C attached hereto. Additionally, Agency must require its contractor(s) to notify BNSF's Manager of Public Projects thirty (30) calendar days prior to commencing work on BNSF property or near BNSF tracks.
- 12) Agency must include the following provisions in any contract with its contractor(s) performing work on said Project:
  - A. The Contractor is placed on notice that fiber optic, communication and other cable lines and systems (collectively, the "Lines") owned by various telecommunications companies may be buried on BNSF's property or right-of-way. The locations of these Lines have been included on the plans based on information from the telecommunications companies. The contractor will be responsible for contacting BNSF and the telecommunications companies and notifying them of any work that may damage these Lines or facilities and/or interfere with their service. The contractor must also mark all Lines shown on the plans or marked in the field in order to verify their locations. The contractor must also use all reasonable methods when working in the BNSF right-of-way or on BNSF property to determine if any other Lines (fiber optic, cable, communication or otherwise) may exist.



Contract Number: BF-20265885

- B. Failure to mark or identify these Lines will be sufficient cause for BNSF's engineering representative Dan Peltier at 763-782-3495 to stop construction at no cost to the Agency or BNSF until these items are completed.
- C. The Contractor will be responsible for the rearrangement of any facilities or Lines determined to interfere with the construction. The Contractor must cooperate fully with any telecommunications company(ies) in performing such rearrangements.
- D. In addition to the liability terms contained elsewhere in this Agreement, the contractor hereby indemnifies, defends and holds harmless BNSF for, from and against all cost, liability, and expense whatsoever (including, without limitation, attorney's fees and court costs and expenses) arising out of or in any way contributed to by any act or omission of Contractor, its subcontractors, agents and/or employees that cause or in any way or degree contribute to (1) any damage to or destruction of any Lines by Contractor, and/or its subcontractors, agents and/or employees, on BNSF's property or within BNSF's right-of-way, (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on BNSF's property or within BNSF's right-of-way, and/or (3) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of such telecommunication company(ies). **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY, DEATH, CAUSE OF ACTION OR CLAIM WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF BNSF.**

13) Agency must require compliance with the obligations set forth in this agreement, including Exhibit C and Exhibit C-1, and incorporate in each prime contract for construction of the Project, or the specifications therefor (i) the provisions set forth in Article III and IV; and (ii) the provisions set forth in Exhibit C and Exhibit C-1, attached hereto and by reference made a part hereof.

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

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



Contract Number: BF-20265885

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



Contract Number: BF-20265885

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

#### **ARTICLE IV – JOINT OBLIGATIONS**

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

- 1)** All work contemplated in this Agreement must be performed in a good and workmanlike manner and each portion must be promptly commenced by the party obligated hereunder to perform the same and thereafter diligently prosecuted to conclusion in its logical order and sequence. Furthermore, any changes or modifications during construction which affect BNSF will be subject to BNSF's approval prior to the commencement of any such changes or modifications.



Contract Number: BF-20265885

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

Reid Huttunen, City Administrator  
600 Demers Ave East Grand Forks, MN



Contract Number: BF-20265885

Phone: 218-773-2483  
Email: RHuttunen@egf.mn

- 5) Agency must supervise and inspect the operations of all Agency contractors to ensure compliance with the plans and specifications approved by BNSF, the terms of this Agreement and all safety requirements of BNSF. If BNSF determines that proper supervision and inspection are not being performed by Agency personnel at any time during construction of the Project, BNSF has the right to stop construction (within or adjacent to its operating right-of-way). Construction of the Project will not proceed until Agency corrects the situation to BNSF's reasonable satisfaction. If BNSF feels the situation is not being corrected in an expeditious manner, BNSF will immediately notify Reid Huttunen, City Administrator (218)773-2483 for appropriate corrective action.
- 6) Pursuant to this section and Article II, Section 6 herein, Agency must, reimburse BNSF in full for the **actual costs** of all work performed by BNSF under this Agreement (including taxes, such as applicable sales and use taxes, business and occupation taxes, and similar taxes).
- 7) All expenses detailed in statements sent to Agency pursuant to Article II, Section 6 herein will comply with the terms and provisions of the Title 23 U.S. Code, Title 23 Code of Federal Regulations, and the Federal-Aid Policy Guide, U.S. Department of Transportation, as amended from time to time, which manual is hereby incorporated into and made a part of this Agreement by reference. The parties mutually agree that BNSF's preliminary engineering, design, and contract preparation costs described in Article II, Section 2 herein are part of the costs of the Project even though such work may have preceded the date of this Agreement.
- 8) The construction of the Project will not commence until Agency gives BNSF's Manager Public Projects thirty (30) days prior written notice of such commencement. The commencement notice will reference BNSF's file number and D.O.T. Crossing No. 081276L and must state the time that construction activities will begin.
- 9) In addition to the terms and conditions set forth elsewhere in this Agreement, BNSF and the Agency agree to the following terms upon completion of construction of the Project:
  - A. Agency will own and be fully responsible for repairs, maintenance, future construction or reconstruction of the 2<sup>nd</sup> Ave NE roadway.



Contract Number: BF-20265885

- B.** Will maintain the elevation of the 2<sup>nd</sup> Ave NE roadway approaches to match the elevation on the railroad track crossing surfaces and to be no more than three (3) inches above or six (6) inches below top-of-rail elevation at a distance measured thirty (30) feet from the nearest rail.
- C.** Agency will maintain the advanced railroad crossing warning signs and pavement markings and agrees to hold harmless and indemnify BNSF for any claims, damages or losses, in whole or in part, caused by or due to the Agency's failure to maintain the advanced warning signs and markings or other requirements of the MUTCD.
- D.** Agency will do nothing and permit nothing to be done in the maintenance of the 2<sup>nd</sup> Ave NE roadway, which will interfere with or endanger facilities of BNSF.
- E.** It is expressly understood by Agency and BNSF that any right to install utilities will be governed by a separate permit or license agreement between the parties hereto.
- F.** Notwithstanding the preceding provision, if any regulations, ordinances, acts, rules or other laws subsequently passed or amended by the Agency or any other governmental or legislative authority increase the Agency's portion of maintenance cost under this Agreement, BNSF will receive the benefit of any such regulations, ordinances, acts, rules or other laws and the Agency's increased portion of maintenance costs will be incorporated into and made a part of this Agreement.
- G.** If a railway or highway improvement project necessitates rearrangement, relocation, or alteration of the Crossing Signal Equipment, Crossing Signal House, or the new crossing surface installed hereunder, the costs for such rearrangement, relocation or alteration will be the responsibility of the party requesting such changes.
- H.** If any of the Crossing Signal Equipment is partially or wholly destroyed, then such repair and/or replacement costs must be distributed among the parties as follows:

  - i) In the event the BNSF's sole negligence destroys or damages the Crossing Signal Equipment and/or the Crossing Signal House, BNSF must, at its sole cost and expense, replace or repair such Crossing Signal Equipment and/or Crossing Signal House.



Contract Number: BF-20265885

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



Contract Number: BF-20265885

with respect to the subject matter herein and supersedes any and all other prior agreements between the parties hereto.

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

BNSF:                   BNSF's Manager Public Projects  
  
                              80 44<sup>th</sup> Ave NE  
  
                              Minneapolis, MN 55421

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

SIGNATURE PAGE FOLLOWS



Contract Number: BF-20265885

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

**BNSF RAILWAY COMPANY**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

WITNESS:

\_\_\_\_\_

**AGENCY  
CITY OF EAST GRAND FORKS**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

WITNESS:

\_\_\_\_\_

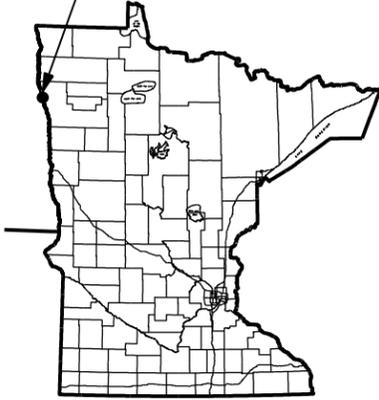


Contract Number: BF-20265885

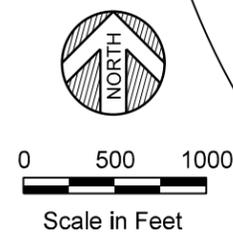
**Exhibit A**

## Construction Plans For CITY OF EAST GRAND FORKS 2022 CITY PROJECT NO.3 QUIET ZONE STREET & SIDEWALK IMPROVEMENTS East Grand Forks, Minnesota

EAST GRAND FORKS, MN



PROJECT LOCATIONS



SHEET NO.	DESCRIPTION
G1.0	TITLE SHEET
G1.1	STANDARD SYMBOLS
C1.0	STATEMENT OF ESTIMATED QUANTITIES & NOTES
C1.1	GENERAL AREA LAYOUT
C1.2	EXISTING AND PROPOSED SIGN TABULATION
C2.0	UTILITY & SIGN DETAILS
C2.1	FENCING & CROSSWALK STRIPPING DETAILS
C2.2	CONSTRUCTION DETAILS
C2.3	EROSION CONTROL & RR MARKING DETAILS
C2.4 - C2.5	EXISTING & PROPOSED TYPICAL SECTIONS
C2.6 - C2.7	PEDESTRIAN RAMP LAYOUT
C2.8	PEDESTRIAN RAMP LAYOUT AT RAILROAD XING
C3.0 - C3.5	PEDESTRIAN CURB RAMP DETAILS
C4.0	REMOVAL PLAN
C4.1	CONSTRUCTION PLAN
C4.2	REMOVAL PLAN
C4.3	PLAN & PROFILE
C4.4 - C4.6	REMOVAL & CONSTRUCTION PLAN
C5.0 - C5.2	SIGNING & STRIPING PLAN
C6.0	GRADING PLAN
C7.0 - C7.2	EROSION CONTROL PLAN
C8.0	FENCING PLAN
C9.0	TRAFFIC CONTROL PLAN PHASING
C9.1 - C9.3	TRAFFIC CONTROL DETOUR PLAN (PHASE 1-3)

City of East Grand Forks, Minnesota

HORIZONTAL DATUM - NAD83 NORTH DAKOTA NORTH  
VERTICAL DATUM - NAVD29

BY: STEVEN R. EMERY  
DATE: 04/20/2023  
LIC. NO.: 41394

REVISIONS DESCRIPTION	DATE	REV#

DATE: 04/20/2023  
SCALE: AS SHOWN  
DRAWN BY: MHA  
CHECKED BY: SRE  
JOB NUMBER: 22356-2024-1193

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

TITLE SHEET  
SHEET NO. **G1.0**  
SHEET OF

**SURVEY MONUMENTS**

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

**EXISTING TOPO SYMBOLS**

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

**EXISTING UTILITY MUNICIPAL SYMBOLS**

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

**EXISTING UTILITY MUNICIPAL SYMBOLS (cont.)**

	WATER VALVE
	WATER WELL
	UTILITY SIZE & TYPE

**EXISTING UTILITY PRIVATE SYMBOLS**

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

**EROSION CONTROL SYMBOLS**

	SURFACE DRAINAGE ARROW
	STORM DRAIN INLET PROTECTION

**TRAFFIC CONTROL DEVICES & SYMBOLS**

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

**EXISTING TOPOGRAPHIC LINES**

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

**EXISTING TOPOGRAPHIC LINES (CONT.)**

	WATERMAIN
	SILT FENCE TYPE MACHINE SLICED
	WETLAND EDGE

**EROSION CONTROL LINES**

	BIO ROLL
	SILT FENCE

**R/W, LOT & EASEMENTS LINES**

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

**HATCH PATTERN AND SHADING LEGEND**

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

**PLAN SYMBOLS**

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

**PLAN SYMBOLS (CONT.)**

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

**PLAN SYMBOLS (CONT.)**

	BUILDING (ONE STORY FRAME)
	F-FRAME
	C-CONCRETE
	S-STONE
	T-TILE
	B-BRICK
	ST-STUCCO
	IRON PIPE OR ROD
	MONUMENT (STONE, CONCRETE OR METAL)
	WOODEN HUB
	GRAVEL PIT
	SAND PIT
	BORROW PIT
	ROCK QUARRY
	SLOPE EASEMENT

**UTILITIES SYMBOLS**

	POWER POLE LINE
	TELEPHONE OR TELEGRAPH POLE LINE
	JOINT TELEPHONE AND POWER ON POWER POLES
	JOINT TELEPHONE AND POWER ON TELEPHONE POLES
	ANCHOR
	STEEL TOWER
	STREET LIGHT
	PEDESTAL (TELEPHONE CABLE TERMINAL)
	GAS MAIN
	WATERMAIN
	CONDUIT
	TELEPHONE CABLE IN CONDUIT
	ELECTRIC CABLE IN CONDUIT
	TELEPHONE MANHOLE
	ELECTRIC MANHOLE
	BURIED TELEPHONE CABLE
	BURIED ELECTRIC CABLE
	AERIAL TELEPHONE CABLE
	SEWER (SANITARY OR STORM)
	SEWER MANHOLE

**WIDSETH**  
 ARCHITECTS • ENGINEERS • SCIENTISTS • SURVEYORS

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

**STANDARD SYMBOLS**

DATE	04/20/2023
SCALE	NO SCALE
DRAWN BY	MBA
CHECKED BY	SRE
JOB NUMBER	32356-2024-1193

BY: [REVISIONS DESCRIPTION]

DATE	REV#	DESCRIPTION

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND IN ACCORDANCE WITH THE PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

STEVEN R. EMERY      DATE: 04/20/2023      LIC. NO. 41394

STATEMENT OF ESTIMATED QUANTITIES			
ITEM NO.	DESCRIPTION	UNIT	QUANTITY
01 1000	Mobilization	LS	1
01 5526	Traffic Control	LS	1
01 5526	Furnish & Install Sign Panel & Post	EA	28
	Install Salvaged Sign Panel & Post	EA	4
01 5713	Inlet Protection	EA	8
01 5713	Temporary Construction Entrance	EA	1
02 4100	Remove Bituminous Pavement	SY	337
02 4100	Remove Concrete Pavement	SY	2052
02 4100	Remove Concrete Curb & Gutter	LF	898
02 4100	Remove Concrete Driveway Pavement	SY	321
02 4100	Remove Concrete Sidewalk	SF	3228
02 4100	Remove Catch Basin Casting	EA	2
02 4100	Remove Sign Panel & Post	EA	8
02 4100	Salvage Sign Panel & Post	EA	8
	Adjust Frame & Ring Casting	EA	1
31 2200	Subgrade Preparation	SY	1976
31 2200	Common Excavation (P)	CY	128
31 2200	Compaction Tests	EA	??
32 1123	Aggregate Base Course (CV)	CY	288
32 1123	Geogrid Fabric	SY	1976
32 1216	Bituminous Transition	SY	254
32 1600	4" Concrete Sidewalk	SF	4610
32 1600	6" Concrete Sidewalk	SF	659
32 1600	7" Reinforced Concrete Pavement	SY	896
32 1600	8" Reinforced Concrete Pavement	SY	629
	8" Concrete Median	SY	224
32 1600	Reinforcement / Tie Bars (Epoxy Coated)	LBS	?
32 1600	Concrete Curb & Gutter, Design B624	LF	1013
32 1600	6" Concrete Driveway	SY	1840
32 1600	Detectable Warning Panels	SF	97
32 9219	Topsoil Borrow (LV)	CY	72
32 9219	Turf Establishment	SY	1351
	Pedestrian Access Gate	EA	4
	Site Fencing	LF	1540
33 4111	Storm Sewer Manhole Casting Assembly	EA	1
33 4111	Catch Basin Casting Assembly	EA	1
	Solid White Paint-Cross Walk	SF	492
	24" Solid Line Paint-White	LF	570
	Median Solid Paint-Yellow	LF	755
	4" Solid Double Yellow	LF	52
	4" Solid White Paint	LF	155
	Pavement Marking White Paint (Left Turn)	SF	15
	Pavement Marking White Paint (Straight-Right Turn)	SF	26
	Railroad Crossing Pavement Marking	EA	4

**GENERAL NOTES**

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



BY: I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.  
 STEVEN R. EMERY DATE: 04/20/2023 LIC. NO. 41394

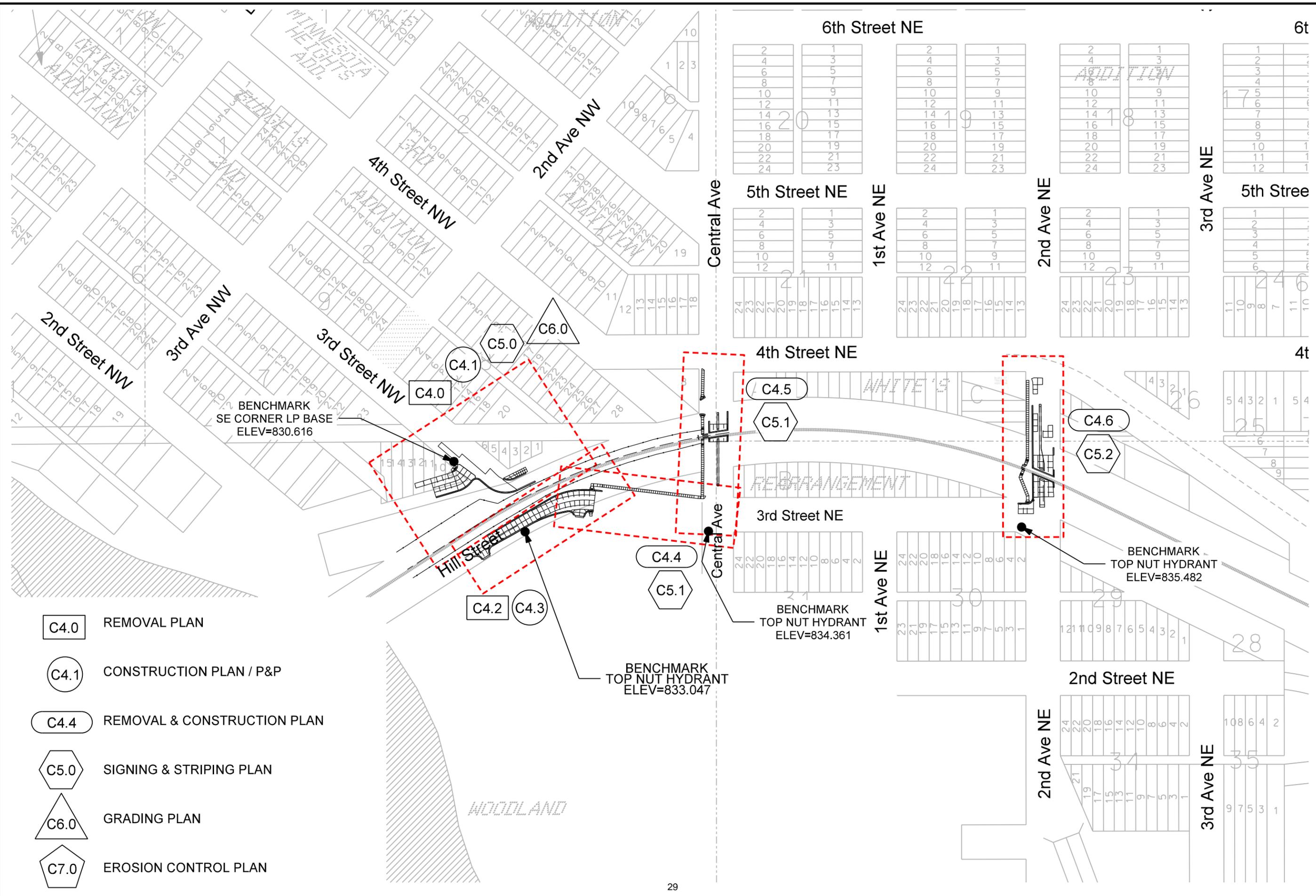
REVISION DESCRIPTION	REV#	DATE
	1	
	2	
	3	
	4	

DATE: 04/20/23	NO SCALE	MBA	SRE
SCALE:	DRAWN BY:	CHECKED BY:	JOB NUMBER: 32358-2024-11935

2022 CITY PROJECT NO. 3  
 QUIET ZONE - STREET & SIDEWALK IMPROVEMENTS  
 EAST GRAND FORKS, MINNESOTA  
 STATEMENT OF ESTIMATED QUANTITIES - GENERAL NOTES

SHEET NO. **C1.0**  
 SHEET OF

MODEL: D:\InRoads\Projects\2022\2022-1835\CADD\Civil\Plan\_Sheet\C4.1\_Gen\_Area\_Layout.dwg  
 PLOT: J:\2022\2022-1835\CADD\Civil\Plan\_Sheet\C4.1\_Gen\_Area\_Layout.dwg



- C4.0 REMOVAL PLAN
- C4.1 CONSTRUCTION PLAN / P&P
- C4.4 REMOVAL & CONSTRUCTION PLAN
- C5.0 SIGNING & STRIPING PLAN
- C6.0 GRADING PLAN
- C7.0 EROSION CONTROL PLAN

**WIDSETH**  
 ARCHITECTS • ENGINEERS • SCIENTISTS • SURVEYORS

DATE: 04/20/2023  
 BY: STEVEN R. EMERY  
 CHECKED BY: SRE  
 SCALE: AS SHOWN  
 JOB NUMBER: 32356-2024-11935

---

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

DATE: 04/20/2023  
 BY: SRE  
 CHECKED BY: SRE  
 SCALE: AS SHOWN  
 JOB NUMBER: 32356-2024-11935

---

SHEET NO. **C1.1**

SHEET OF

EXISTING SIGNING TABULATION

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

PROPOSED SIGNING TABULATION

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

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

MODEL: Detail - J:\2022\City of East Grand Forks\32556-2024-11835-CADD\City of East Grand Forks\Sheet\11835\_Sign\_11835.dwg

BY: I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.  
STEVEN R. EMERY DATE: 04/20/2023 LIC. NO. 41394

REVISION DESCRIPTION	DATE	BY	CHK

DATE: 04/20/2023  
SCALE: NO SCALE  
DRAWN BY: MHA  
CHECKED BY: SRE  
JOB NUMBER: 32556-2024-11835  
2022 CITY PROJECT NO. 3  
SHEET NO. C1.2  
QUIET ZONE - STREET & SIDEWALK IMPROVEMENTS  
EAST GRAND FORKS, MINNESOTA  
EXISTING AND PROPOSED SIGN TABULATION

**NOTES:**

WHERE INFLUENT OR EFFLUENT LINES ARE 12 INCHES OR LESS, USE SHORT LENGTHS IN AND OUT OF MANHOLE SO THAT JOINTS FALL WITHIN SIX INCHES FROM OUTSIDE OF MANHOLE WALL.

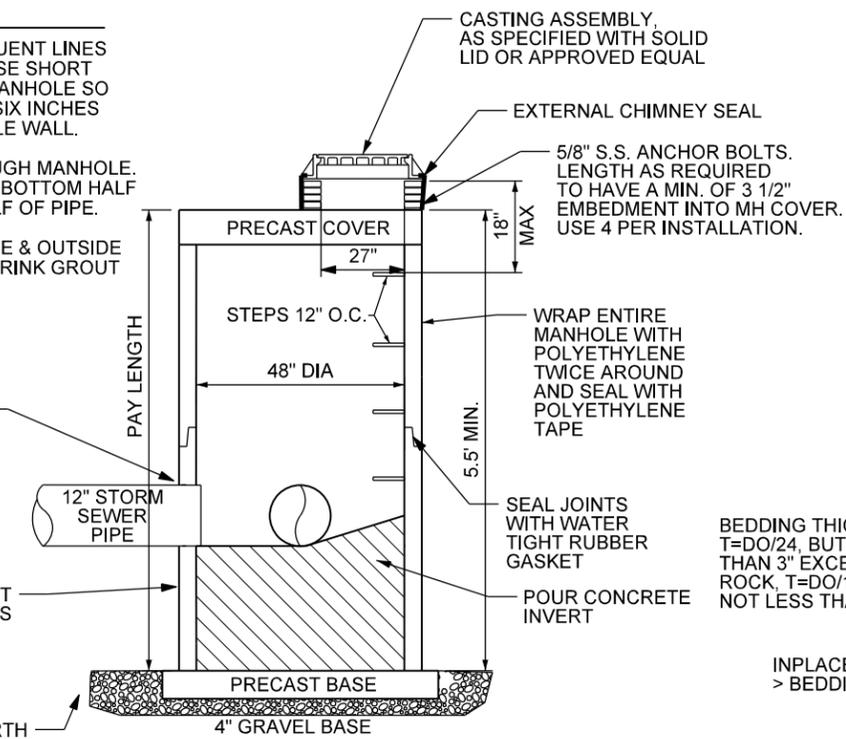
RUN MAIN LINE PIPE THROUGH MANHOLE. FORM CONCRETE AROUND BOTTOM HALF OF PIPE. CUT OUT TOP HALF OF PIPE.

GROUT AROUND PIPE INSIDE & OUTSIDE OF MANHOLE WITH NON-SHRINK GROUT

GROUT AROUND PIPE WITH NON-SHRINK GROUT

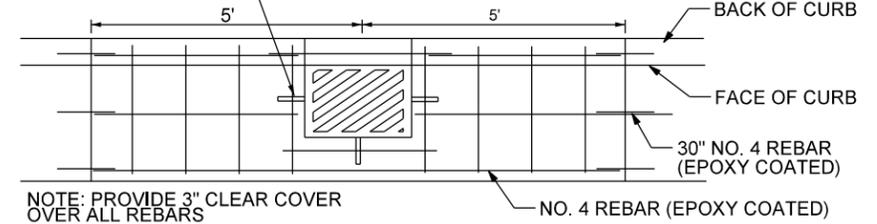
STANDARD PRECAST MANHOLE SECTIONS

UNEXCAVATED EARTH

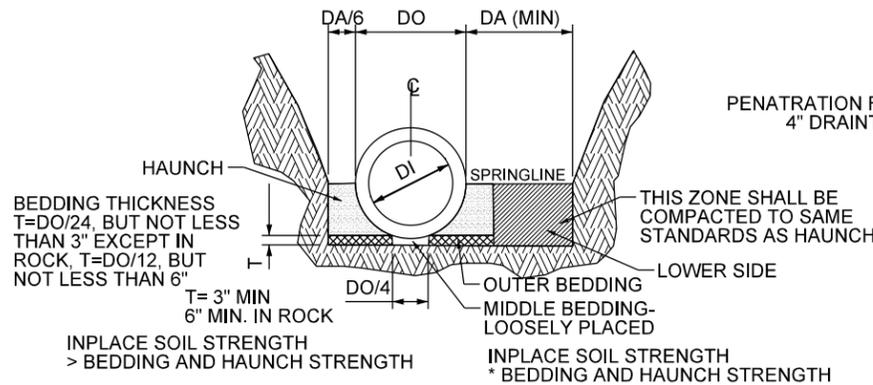


**STANDARD STORM SEWER MANHOLE DETAIL**  
NTS

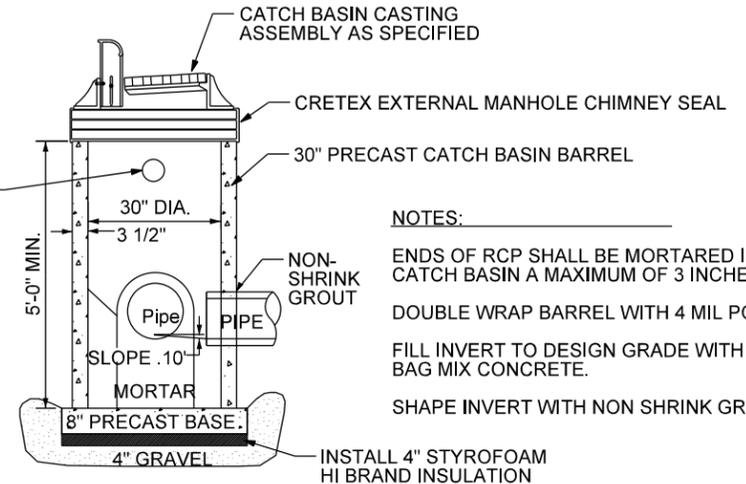
DRILL OR TORCH HOLE IN FLANGE OF CASTING TO INSTALL REBAR (TYP)



NOTE: PROVIDE 3" CLEAR COVER OVER ALL REBARS

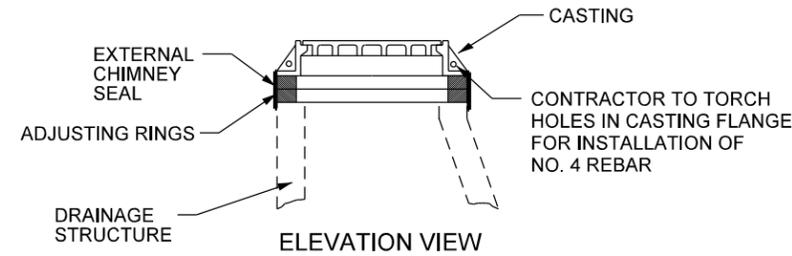


**CONCRETE PIPE BEDDING DETAIL**  
NTS

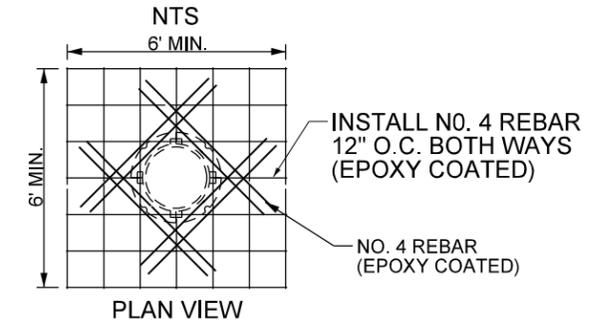


**CATCH BASIN DETAIL**  
NTS

**NOTES:**  
ENDS OF RCP SHALL BE MORTARED INTO CATCH BASIN A MAXIMUM OF 3 INCHES.  
DOUBLE WRAP BARREL WITH 4 MIL POLY.  
FILL INVERT TO DESIGN GRADE WITH 4 BAG MIX CONCRETE.  
SHAPE INVERT WITH NON SHRINK GROUT.

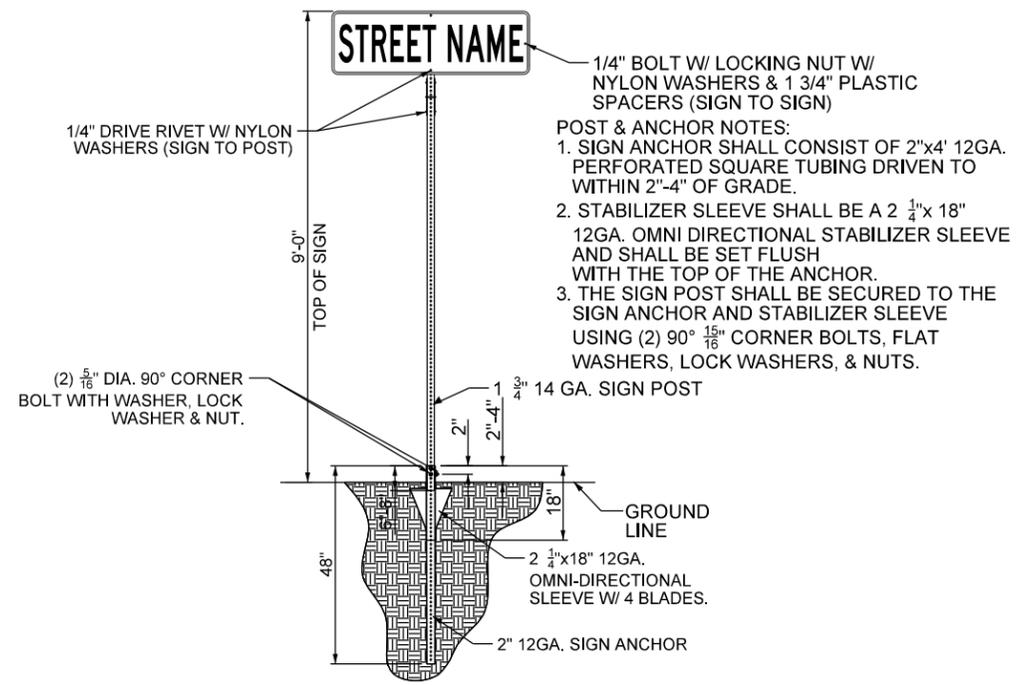


**ELEVATION VIEW**

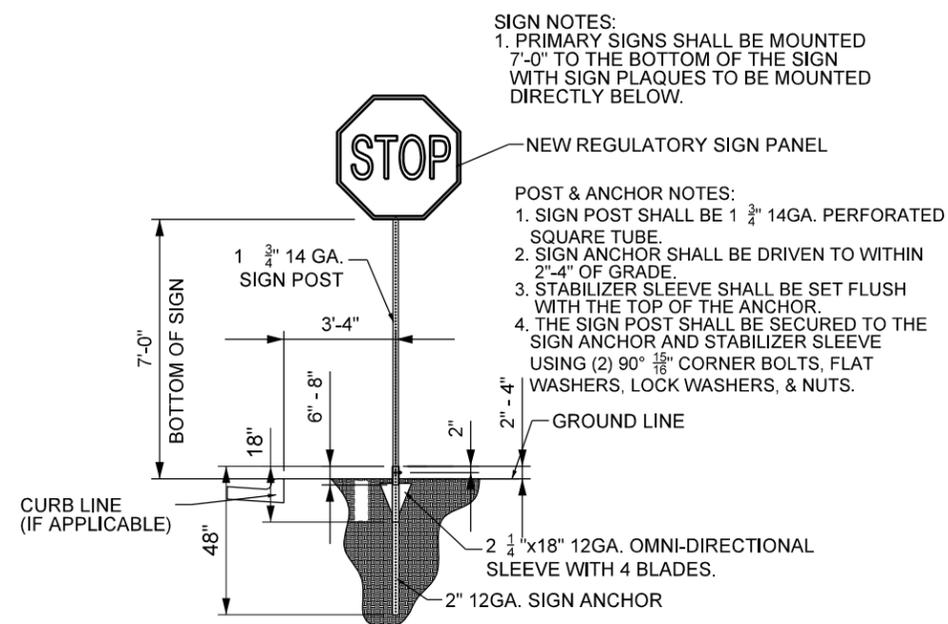


**PLAN VIEW**

**FLOATING CASTING DETAIL**  
NTS



**STREET MARKER SIGN INSTALLATION DETAIL**  
NTS



**REGULATORY SIGN INSTALLATION DETAIL**  
NTS

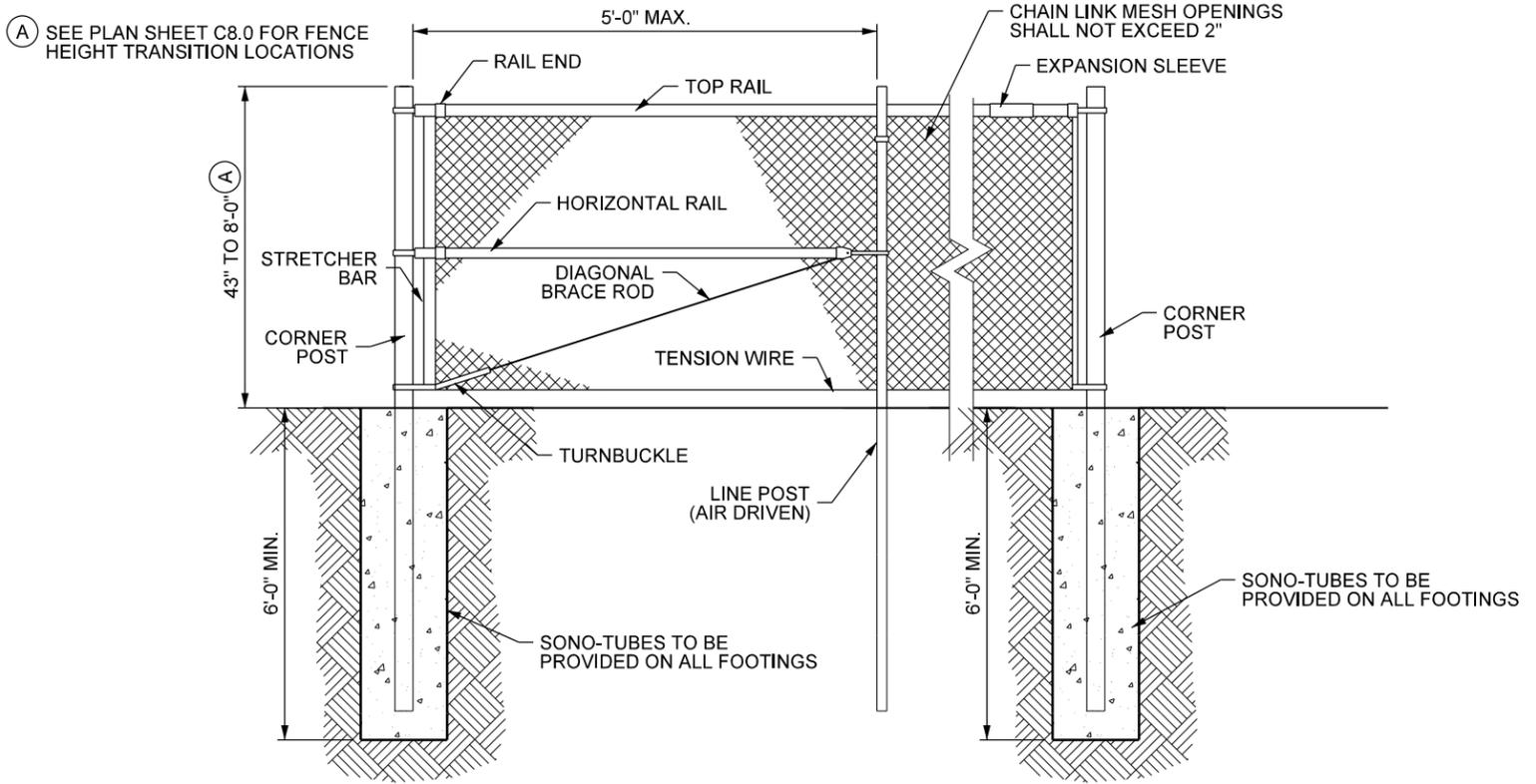
**SIGN NOTES:**  
1. PRIMARY SIGNS SHALL BE MOUNTED 7'-0" TO THE BOTTOM OF THE SIGN WITH SIGN PLAQUES TO BE MOUNTED DIRECTLY BELOW.

**POST & ANCHOR NOTES:**  
1. SIGN POST SHALL BE 1 3/4" 14GA. PERFORATED SQUARE TUBE.  
2. SIGN ANCHOR SHALL BE DRIVEN TO WITHIN 2"-4" OF GRADE.  
3. STABILIZER SLEEVE SHALL BE SET FLUSH WITH THE TOP OF THE ANCHOR.  
4. THE SIGN POST SHALL BE SECURED TO THE SIGN ANCHOR AND STABILIZER SLEEVE USING (2) 90° 1/8" CORNER BOLTS, FLAT WASHERS, LOCK WASHERS, & NUTS.

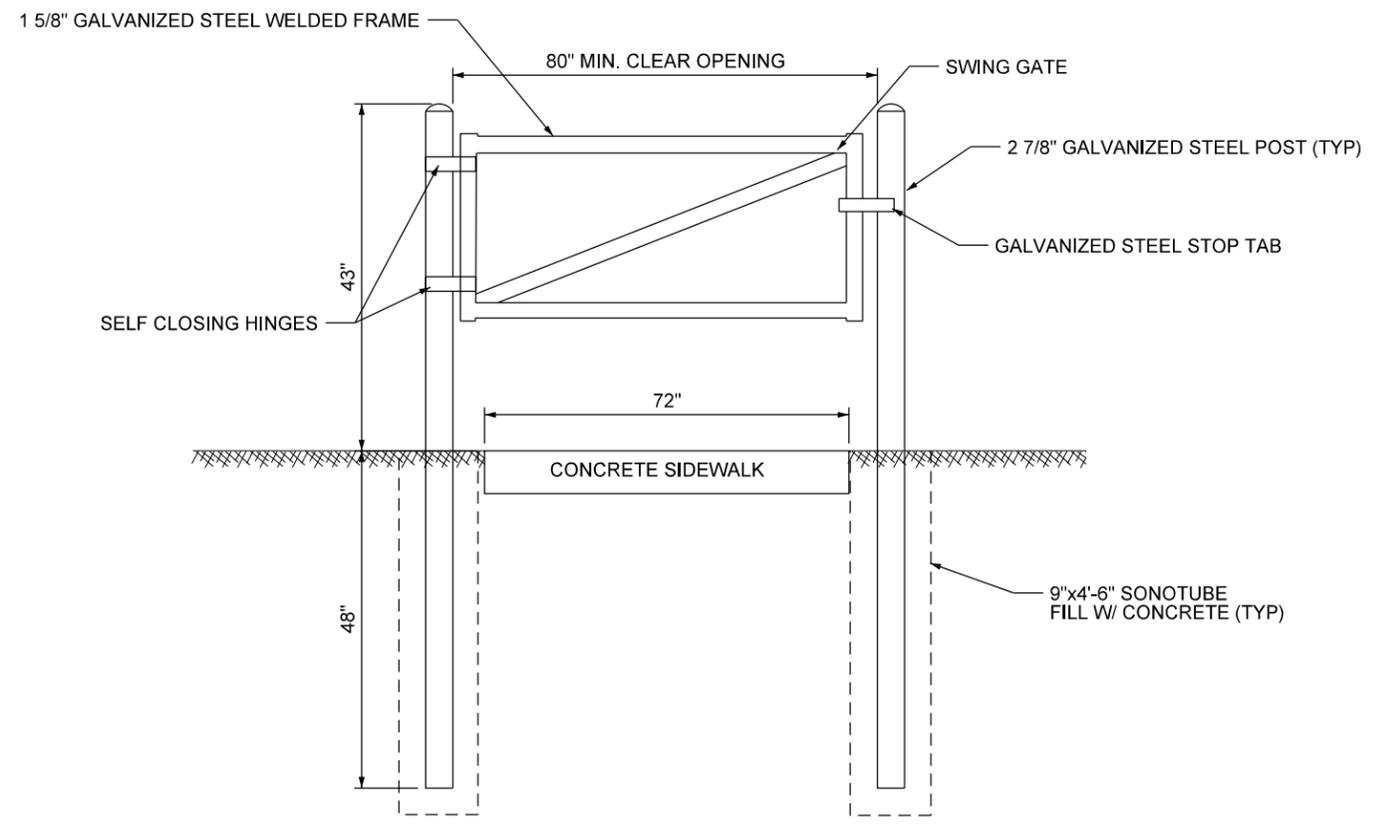
DATE	SCALE	NO. SCALE	BY	CHECKED BY	DATE	REVISION DESCRIPTION
04/20/2023	AS SHOWN	MBA	SE			

DATE	SCALE	NO. SCALE	DATE	REV#	REVISION DESCRIPTION
04/20/2023	NO SCALE	MBA		1	
		SRE		2	
				3	
				4	

2022 CITY PROJECT NO.3  
QUIET ZONE - STREET & SIDEWALK IMPROVEMENTS  
EAST GRAND FORKS, MINNESOTA  
JOB NUMBER: 32356-2024-11635  
FENCING & CROSSWALK STRIPING DETAILS



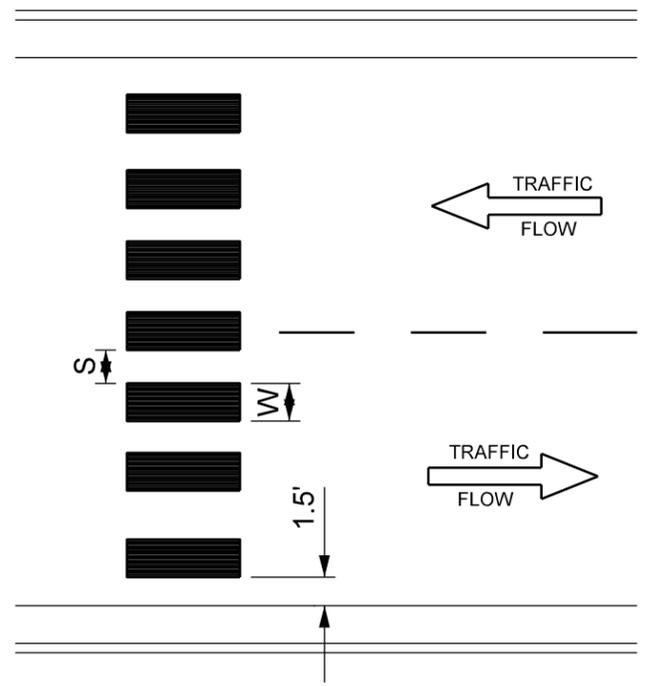
TYPICAL FENCE DETAIL  
NTS



PEDESTRIAN ACCESS GATE DETAIL  
NTS

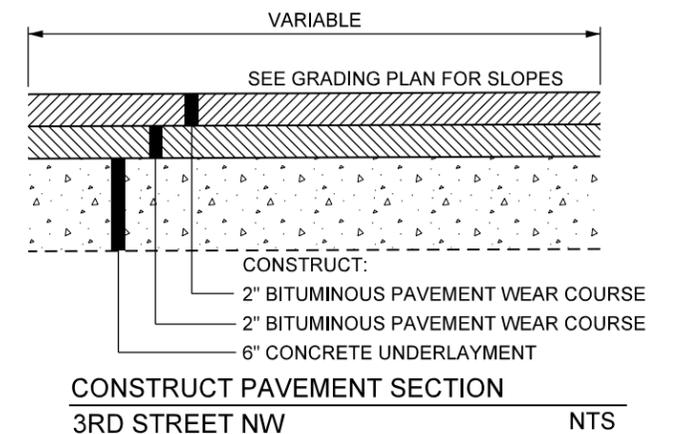
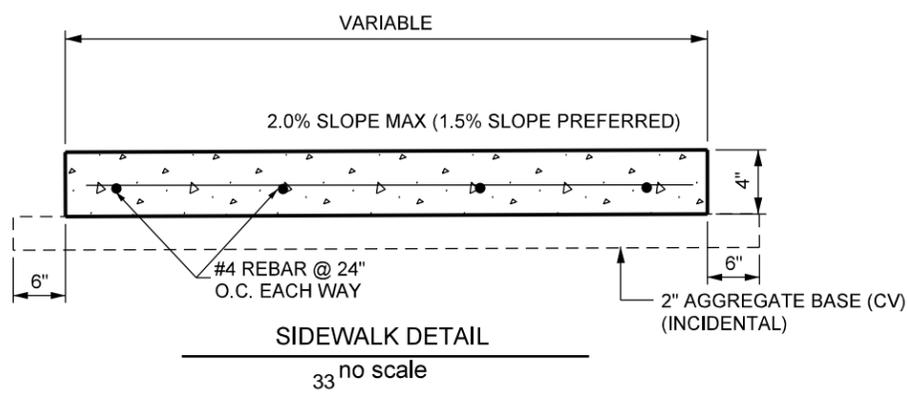
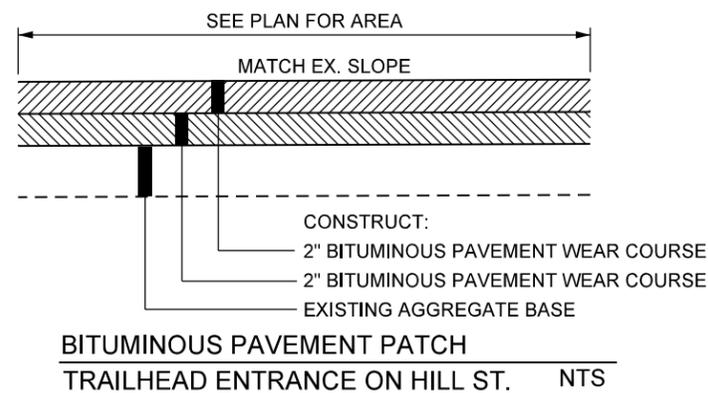
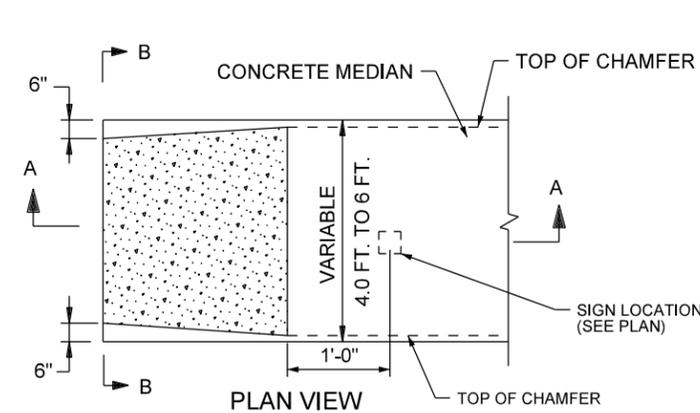
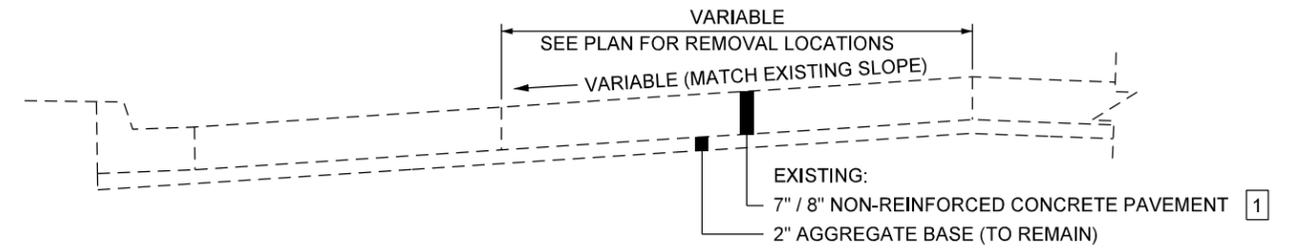
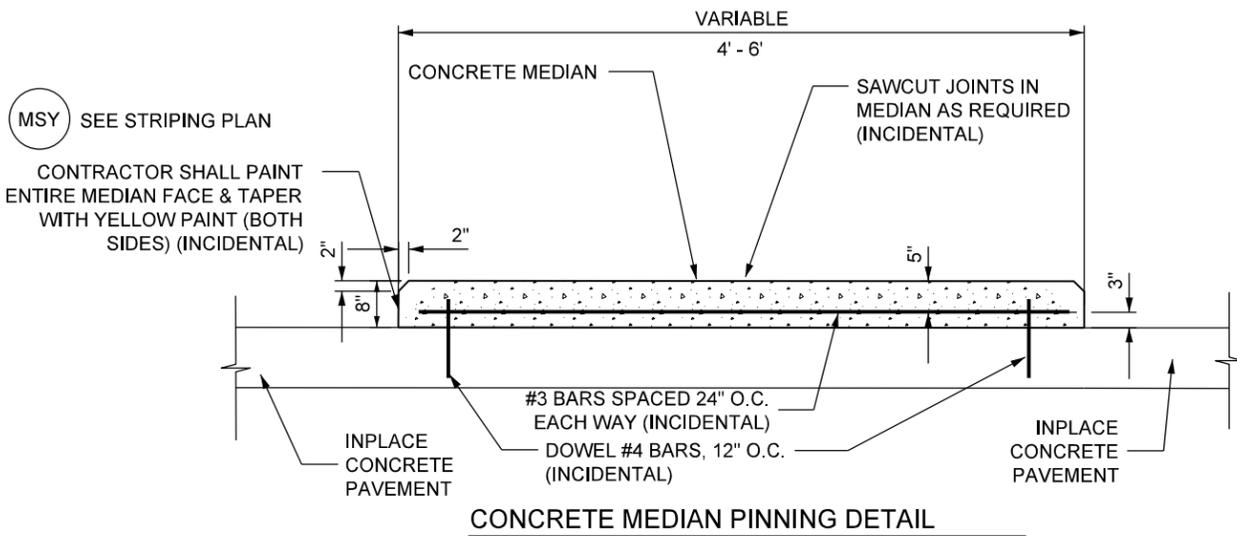
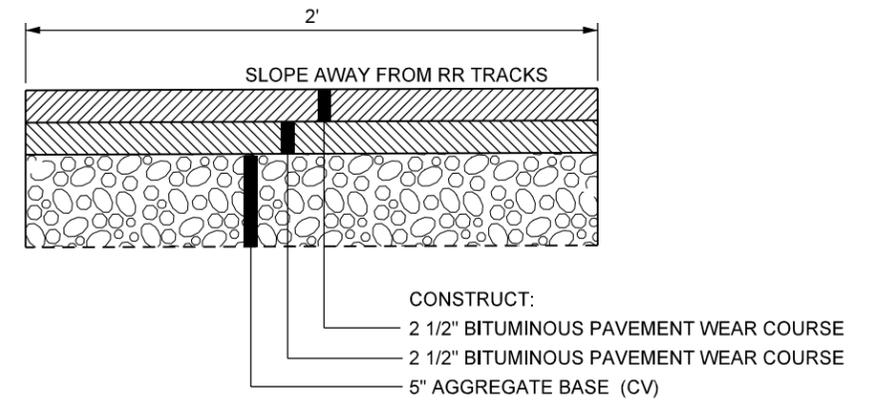
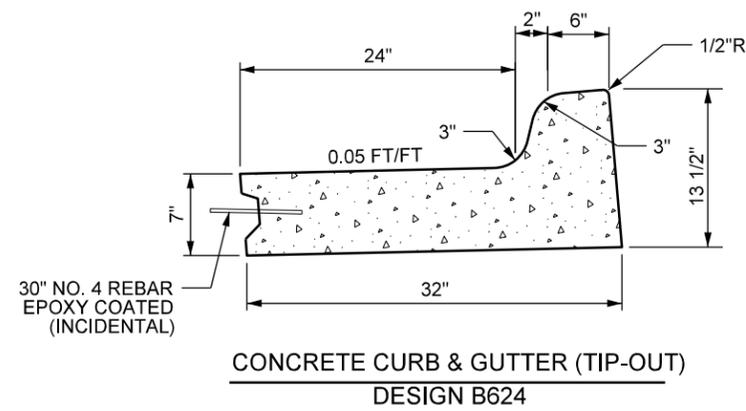
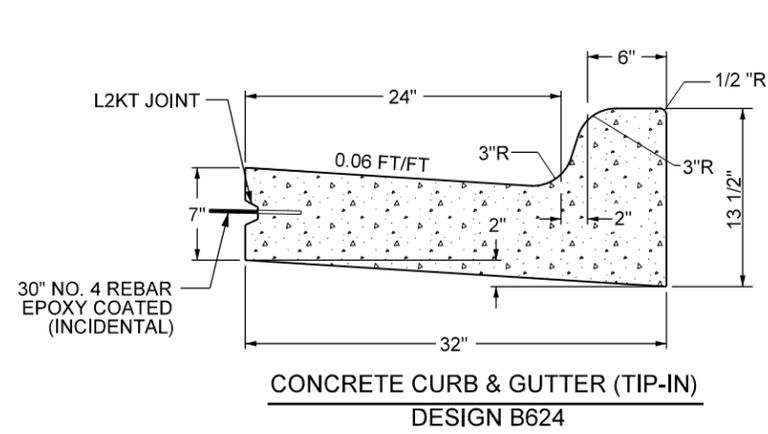
(L) WIDTH OF INSIDE LANE	(W) WIDTH OF STRIPED AREA	(S) WIDTH OF SPACE
9'	2.0'	2.5'
10'	2.5'	2.5'
11'	2.5'	3.0'
12'	3.0'	3.0'
13'	3.0'	3.5'

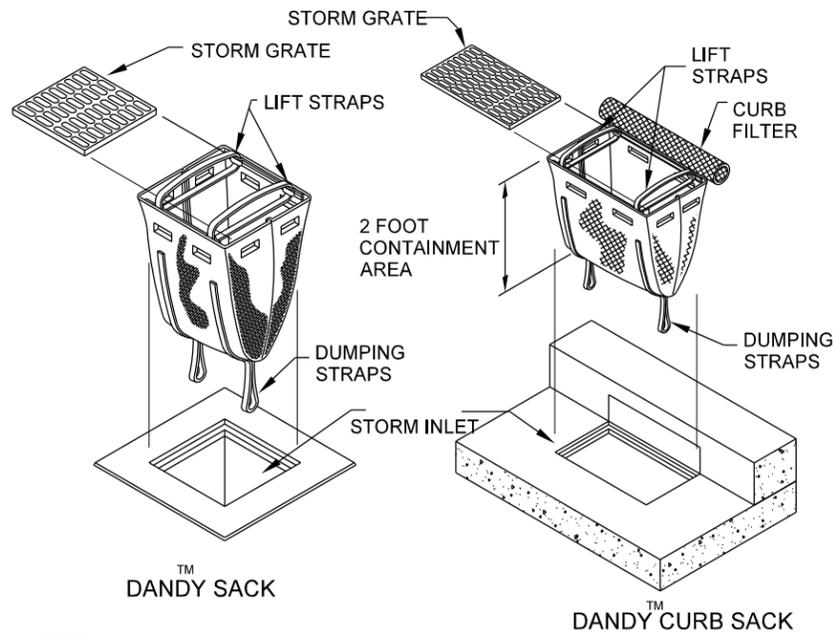
- NOTES:
- 1.) TAPED AREAS TO BE CENTERED ON CENTER LINE AND LANE LINES.
  - 2.) ZEBRA CROSSWALKS REQUIRE PREFORM TAPE GROUND IN AS SPECIFIED.
  - 3.) A MINIMUM OF 1.5 FT CLEAR DISTANCE MUST BE LEFT ADJACENT TO CURB. IF LAST PAINTED AREA FALLS INTO THIS DISTANCE IT MUST BE OMITTED.
- NOTE:  
LAYOUT FOR CROSSWALK WIDTH (W) & SPACING (S) OF STRIPING SHOWN ON PLANS AND BASIS FOR ESTIMATED QUANTITIES IS BASED UPON A 12 FOOT LANE WIDTH.



CROSSWALK DETAIL (TYPICAL)  
no scale

(A) SEE PLAN SHEET C8.0 FOR FENCE HEIGHT TRANSITION LOCATIONS



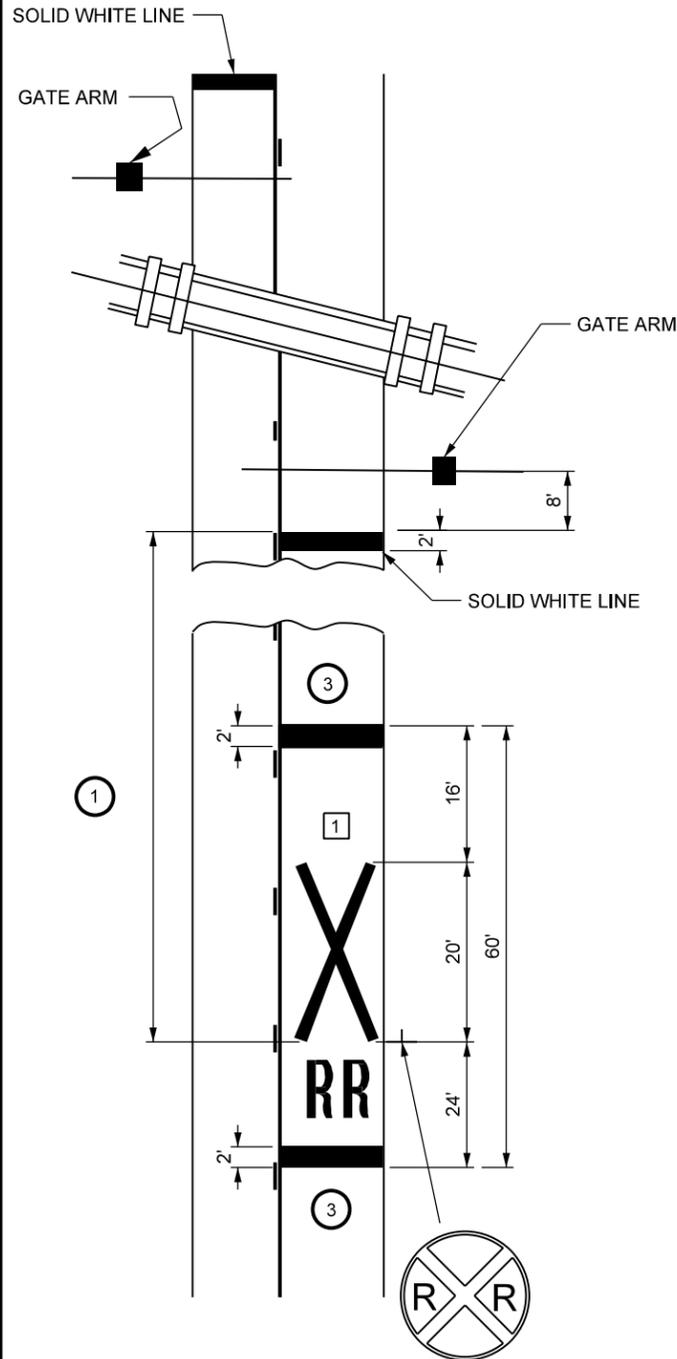
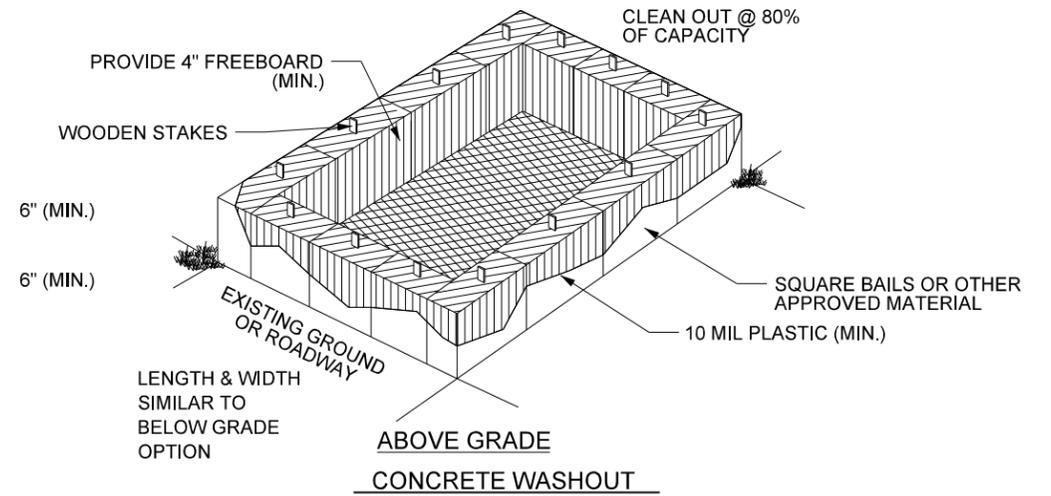
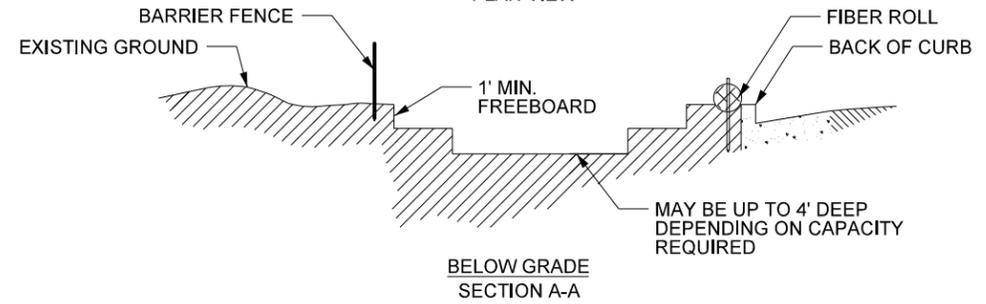
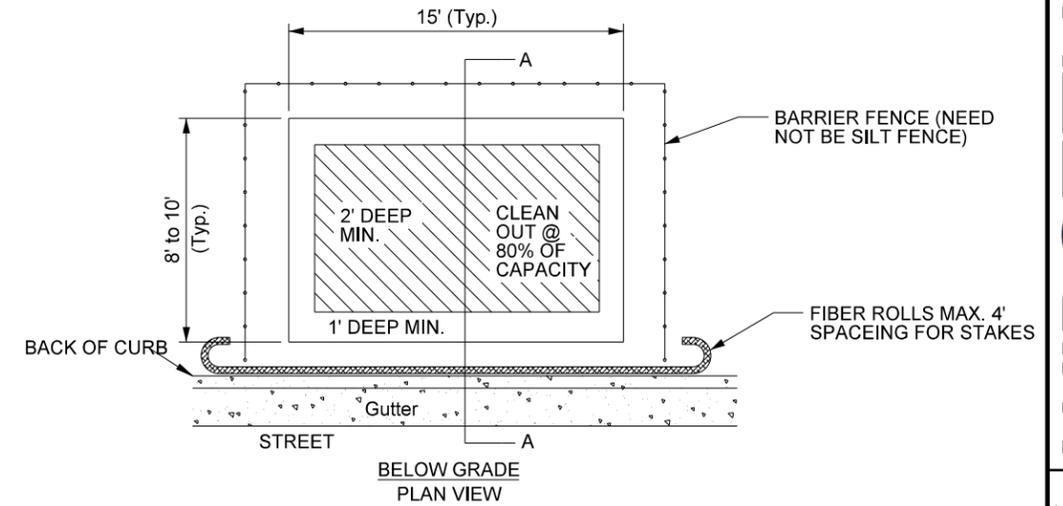


**NOTES:**  
 1. ALL FILTER BAGS SHALL BE DANDY CURB SACKS, DANDY SACKS OR APPROVED EQUAL.  
 2. INSTALL AS PER MANUFACTURERS SPECIFICATIONS:  
 a) Remove the grate from the catch basin.  
 b) Stand the grate on end. Move the top lifting straps out of the way and place the grate into the Dandy Curb Sack or Dandy Sack unit so that the grate is below the top straps and above the lower straps. The grate should be cradled between the upper and lower straps.  
 c) Holding the lifting devices, insert the grate into the inlet, then lower back edge with cylindrical tube (Dandy Curb Sack only) into place, being careful that the grate remains in place and being careful not to damage the unit. The cylindrical tube should partially block the curb hood opening when installed properly (Dandy Curb Sack only).

**INLET PROTECTION**

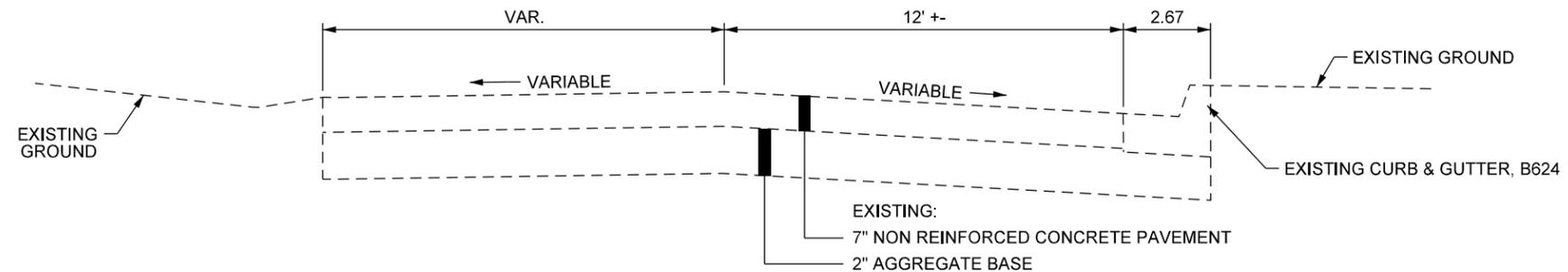
**NOTES:**  
 SIGN LOCATION FOR REFERENCE ONLY.  
 1 WHEN USED, A PORTION OF THE PAVEMENT MARKING SYMBOL SHOULD BE DIRECTLY OPPOSITE THE ADVANCE WARNING SIGN (W10-1).

**DESIGNER'S NOTES:**  
 1 REFER TO TABLE 2C-4 OF THE MNMUTCD FOR ADVANCED PLACEMENT OF WARNING SIGNS.  
 2 IF THE DISTANCE BETWEEN TWO NO-PASSING ZONES IS LESS THAN THAT SPECIFIED IN TABLE 7-5 OF THE TEM, THE NO-PASSING LINES SHOULD BE CONNECTED TO PROVIDE A CONTINUOUS RESTRICTION THROUGH BOTH ZONES.  
 3 INSTALLATION AND REMOVAL OF HORIZONTAL BARS FOR RAILROAD CROSSING PAVEMENT MESSAGE PAID FOR AS 24" SOLID LINE WHITE.  
 4. ON MULTI-LANE ROADS THE HORIZONTAL BARS SHOULD EXTEND ACROSS ALL APPROACH LANES, AND INDIVIDUAL R X R SYMBOLS SHOULD BE USED IN EACH APPROACH LANE.  
 5. USE THE SAME SIGNING AND PAVEMENT MARKINGS FOR THE OPPOSITE DIRECTION.

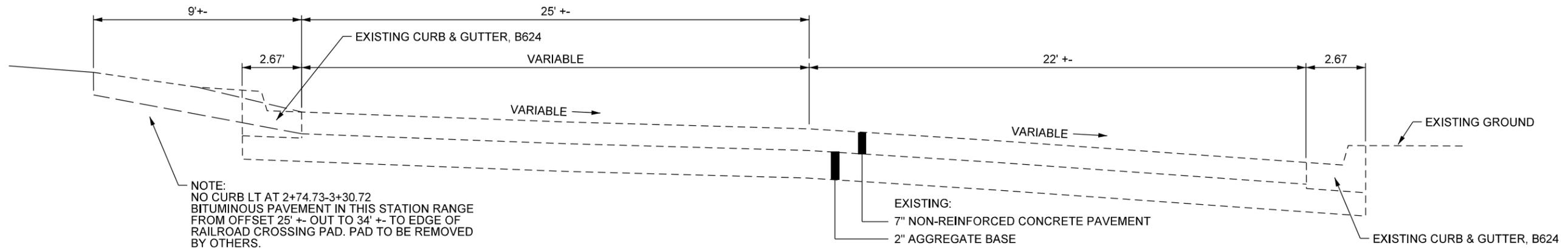


**RAILROAD CROSSING DETAIL**  
 no scale

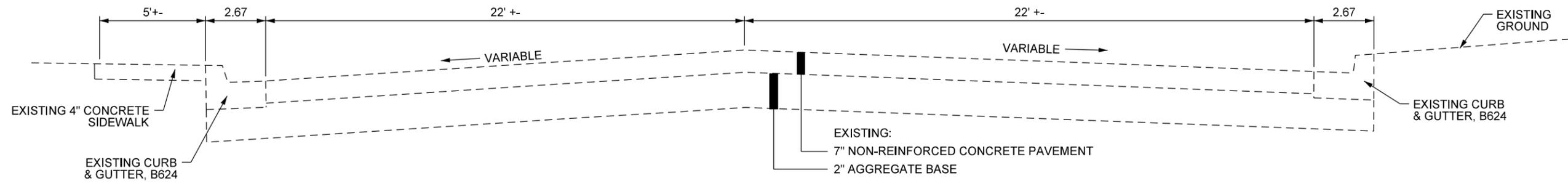
NO.	DATE	REVISION DESCRIPTION



EXISTING TYPICAL SECTION (HILL ST. / 3RD ST NW)  
STA. 2+09.24 TO 2+60.55  
NTS



EXISTING TYPICAL SECTION (HILL ST. / 3RD ST NW)  
STA. 2+60.55 TO 3+30.72  
NTS



PAVEMENT CROWN TRANSITION STA 3+30.72 TO 3+84 +/-

EXISTING TYPICAL SECTION  
STA. 3+84 +/- TO 4+65.37  
NTS

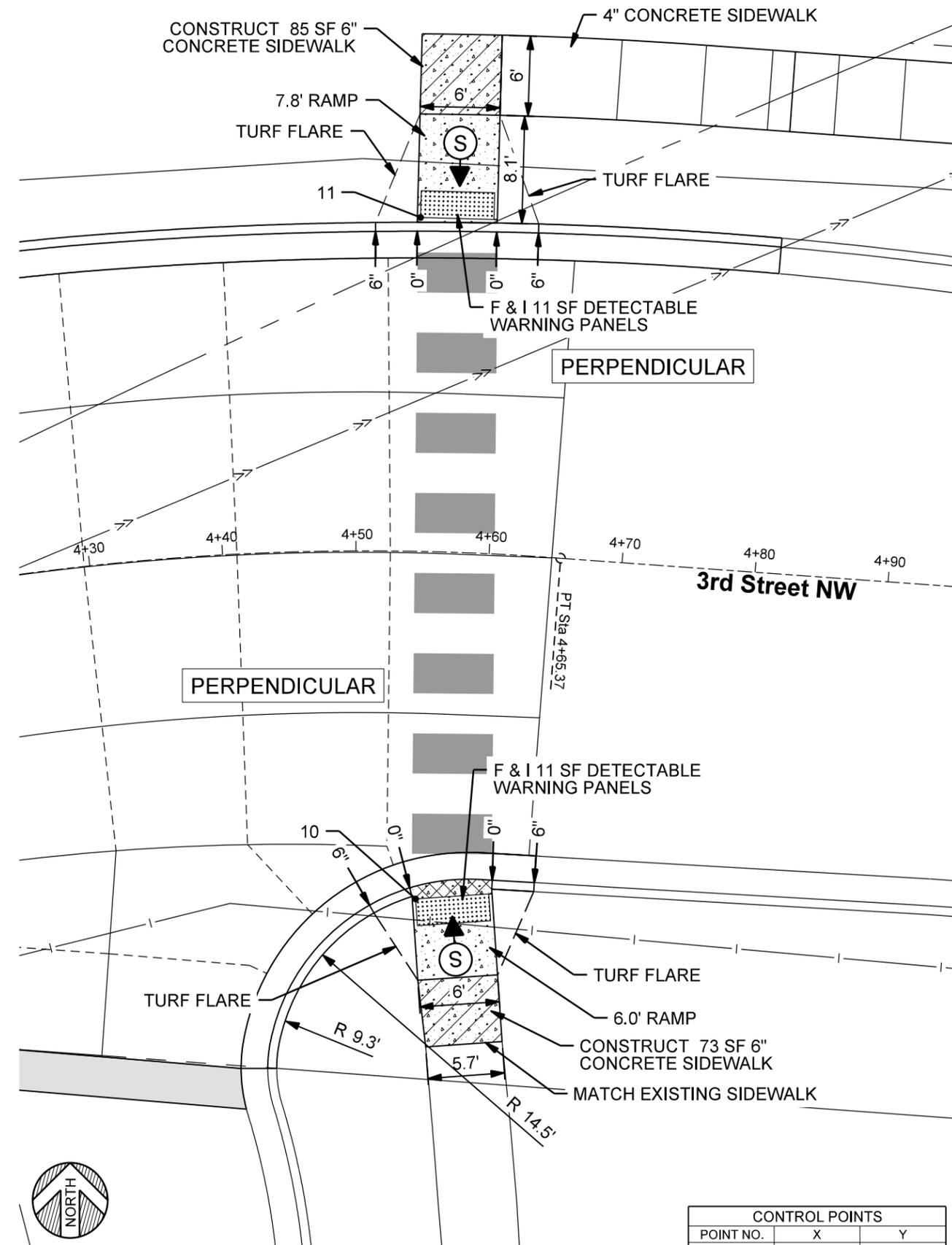
BY: I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.  
STEVEN R. EMERY DATE: 04/20/2023 LIC. NO. 41394

REVISIONS DESCRIPTION	DATE	REV#

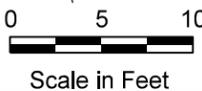
DATE: 04/20/2023	NO SCALE	MBA	SRE
SCALE:	DRAWN BY:	CHECKED BY:	JOB NUMBER: 32356-2024-11935

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



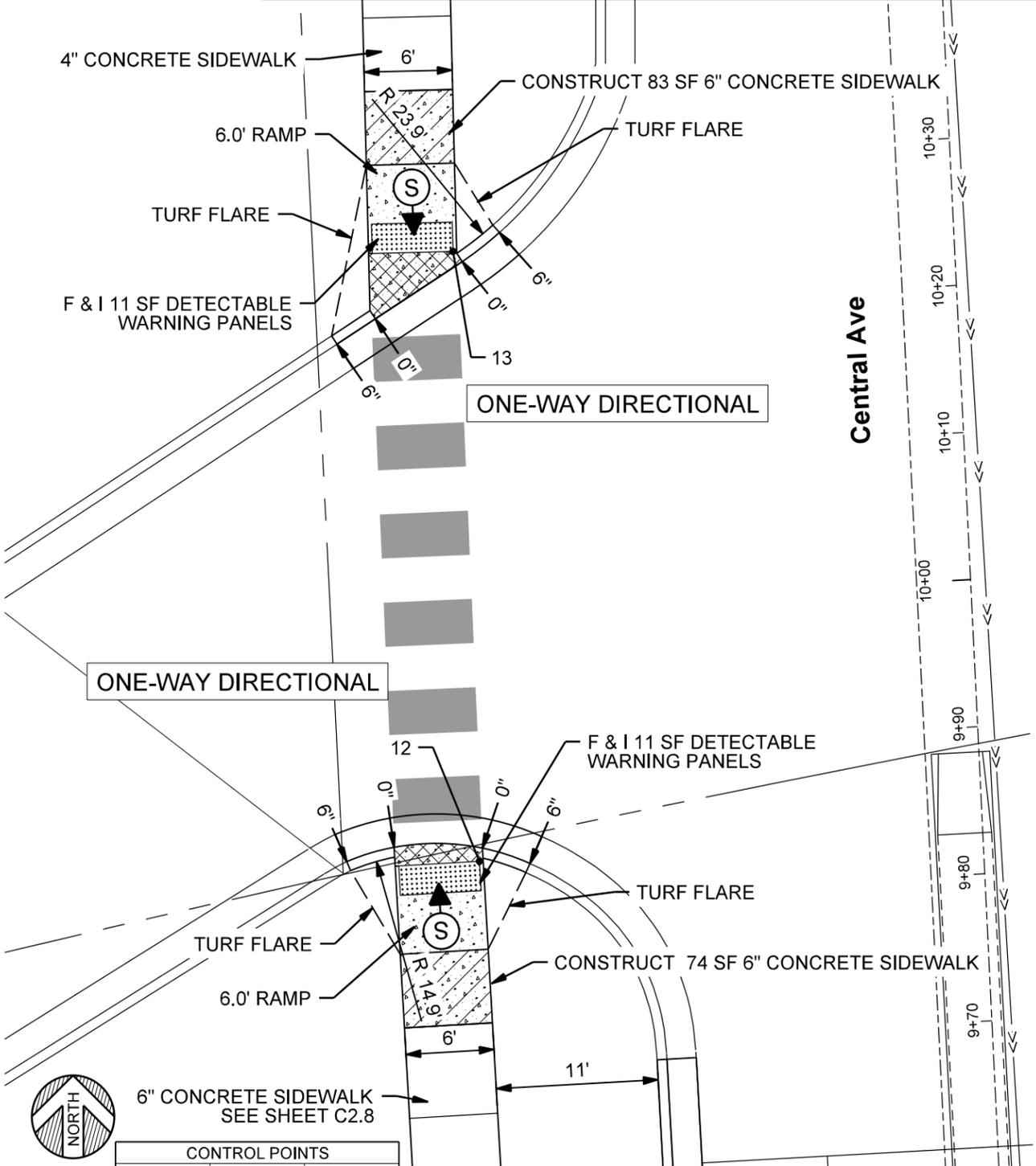


CONTROL POINTS		
POINT NO.	X	Y
10	2821070.05	357372.30
11	2821077.24	357415.28



**CONSTRUCTION LEGEND**

- CONCRETE C&G (B624)
- 6" CONCRETE SIDEWALK
- DETECTABLE WARNING PANELS
- LANDING AREA - 4' X 4' MIN. DIMENSIONS AND MAX 2.0% SLOPE IN ALL DIRECTIONS
- FLOW DIRECTION
- INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE BETWEEN 5.0% MINIMUM AND 8.3% MAXIMUM IN THE DIRECTION SHOWN AND CROSS SLOPE SHALL NOT EXCEED 2.0%
- MAX. 2.0% SLOPE IN ALL DIRECTIONS IN FRONT OF GRADE BREAK AND DRAIN TO FLOW LINE. SHALL BE CONSTRUCTED INTEGRAL WITH CURB & GUTTER
- CONTROL POINT
- CURB HEIGHT



CONTROL POINTS		
POINT NO.	X	Y
12	2821331.63	357599.53
13	2821329.83	357640.94



**WIDSETH**  
ARCHITECTS • ENGINEERS • SCIENTISTS • SURVEYORS

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

PEDESTRIAN RAMP LAYOUT

DATE: 04/20/2023  
SCALE: AS SHOWN  
DRAWN BY: MBE  
CHECKED BY: SRE  
JOB NUMBER: 32356-2024-11936

REVISIONS DESCRIPTION

DATE	REV#	DESCRIPTION
	1	
	2	
	3	
	4	

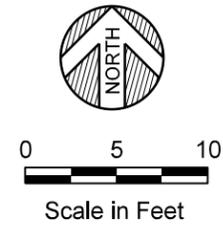
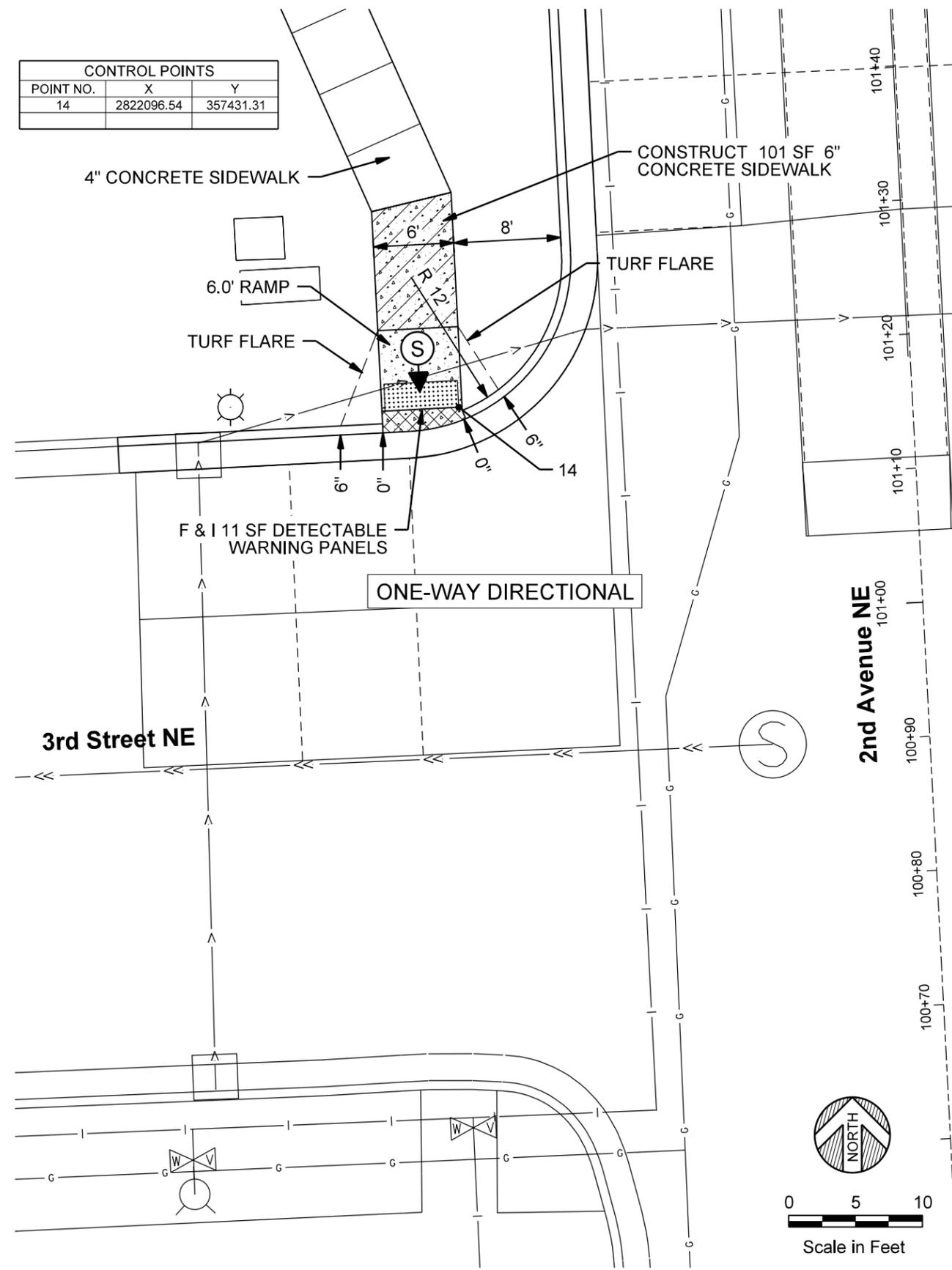
BY: STEVEN R. EMERY  
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND IN ACCORDANCE WITH THE PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE: 04/20/2023  
LIC. NO.: 41394

SHEET NO. **C2.6**  
OF

MODEL: Detail  
PATH: J:\2022\City of East Grand Forks\32356-2024-11936\CADD\Civil\Plan\_Sheet\C2.6\_RAMP\_LAYOUT.dwg

CONTROL POINTS		
POINT NO.	X	Y
14	2822096.54	357431.31



CONSTRUCTION LEGEND	
	CONCRETE C&G (B624)
	6" CONCRETE SIDEWALK
	DETECTABLE WARNING PANELS
	LANDING AREA - 4' X 4' MIN. DIMENSIONS AND MAX 2.0% SLOPE IN ALL DIRECTIONS
	FLOW DIRECTION
	INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE BETWEEN 5.0% MINIMUM AND 8.3% MAXIMUM IN THE DIRECTION SHOWN AND CROSS SLOPE SHALL NOT EXCEED 2.0%
	MAX. 2.0% SLOPE IN ALL DIRECTIONS IN FRONT OF GRADE BREAK AND DRAIN TO FLOW LINE. SHALL BE CONSTRUCTED INTEGRAL WITH CURB & GUTTER
	CONTROL POINT
	X" CURB HEIGHT

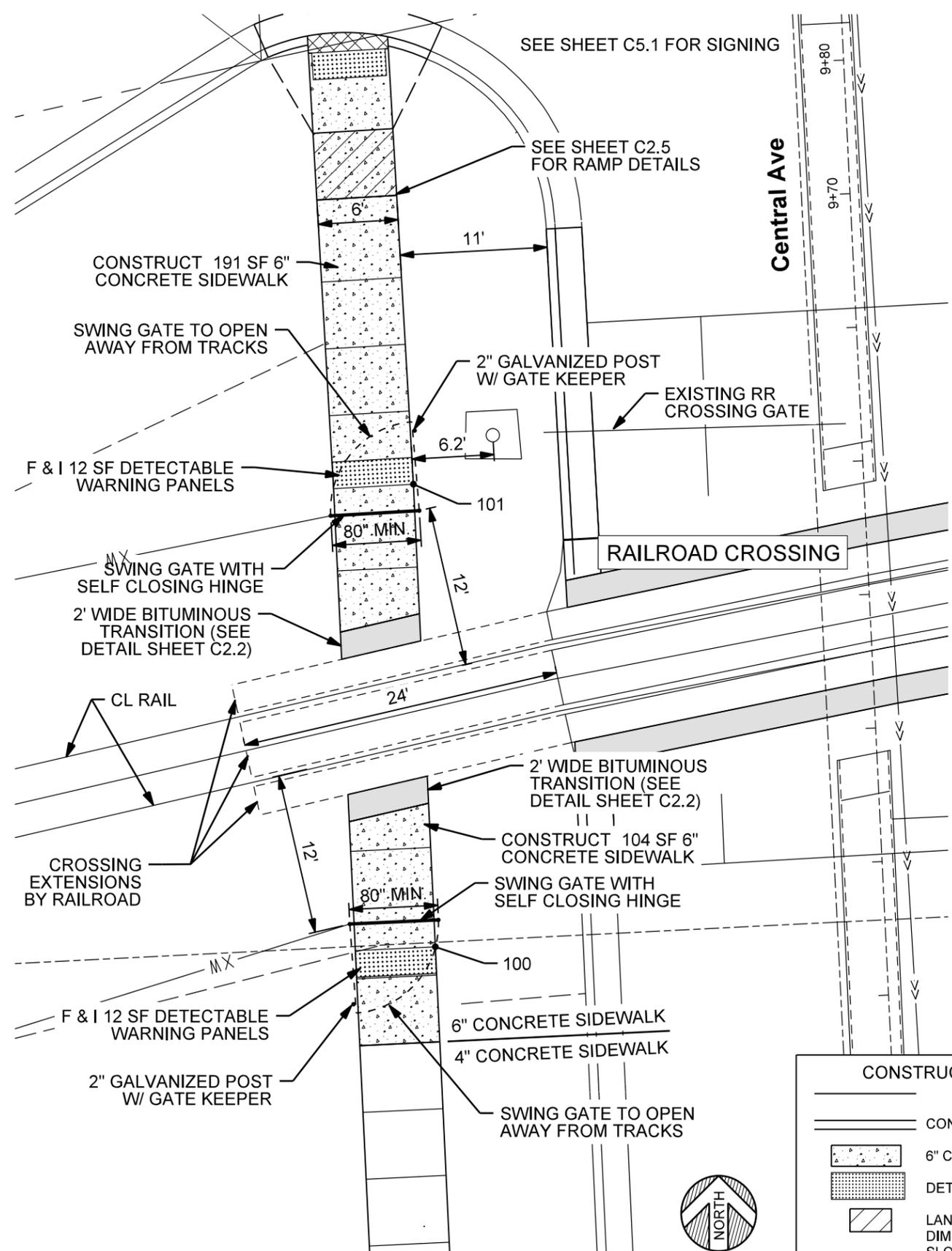
BY: I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND IN ACCORDANCE WITH THE PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.  
STEVEN R. EMERY DATE: 04/20/2023 LIC. NO. 41394

DATE	REV#	REVISIONS DESCRIPTION
	1	
	2	
	3	
	4	

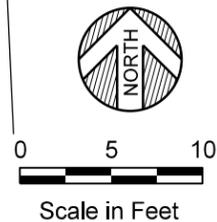
DATE: AS SHOWN  
SCALE: MHA  
DRAWN BY: SRE  
CHECKED BY:  
JOB NUMBER: 32356-2024-11935

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

DATE	SCALE	AS SHOWN	MBA	SRE
04/20/2023				

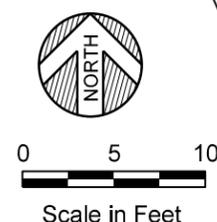
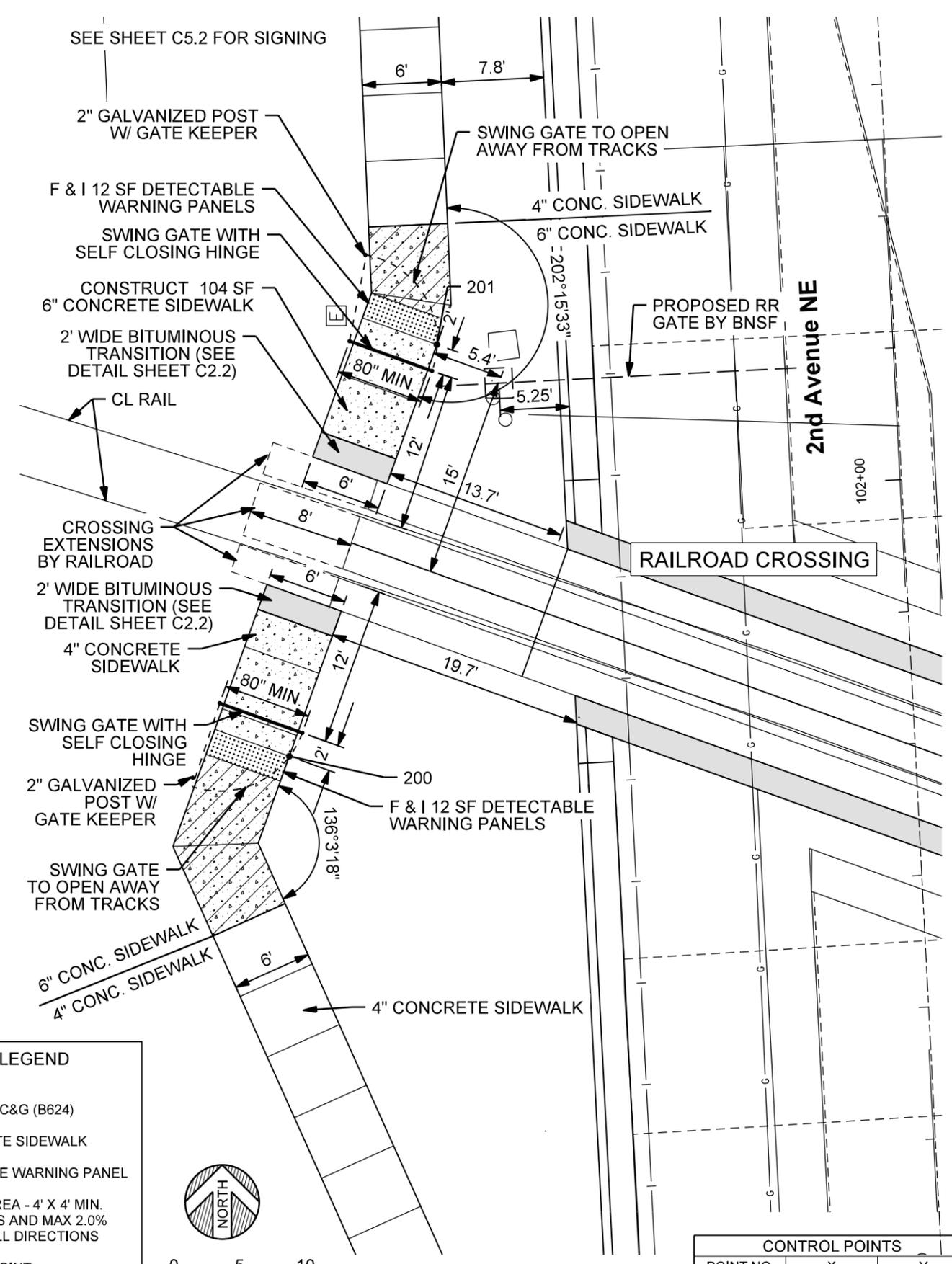


CONTROL POINTS		
POINT NO.	X	Y
100	2821335.40	357532.37
101	2821333.76	357566.97

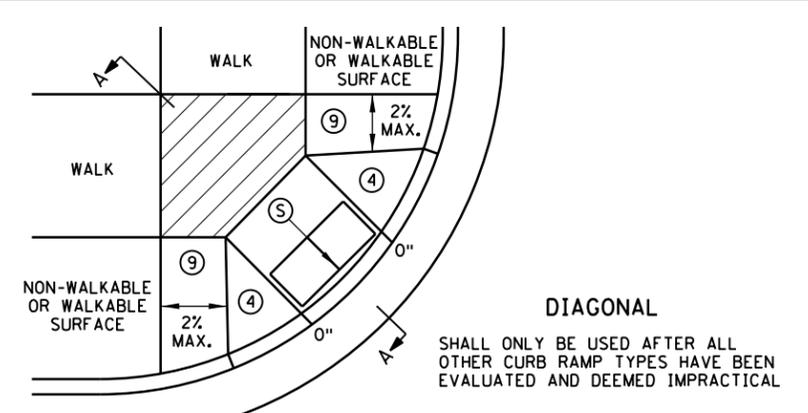
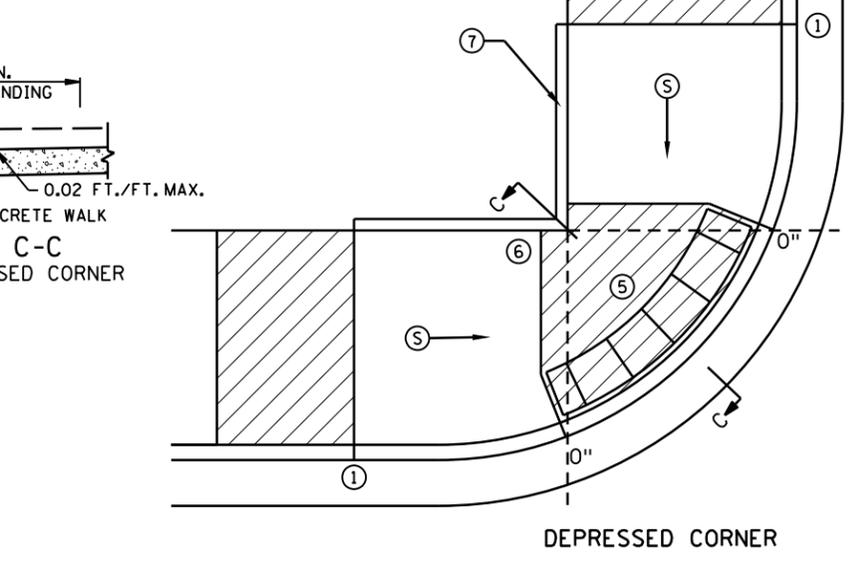
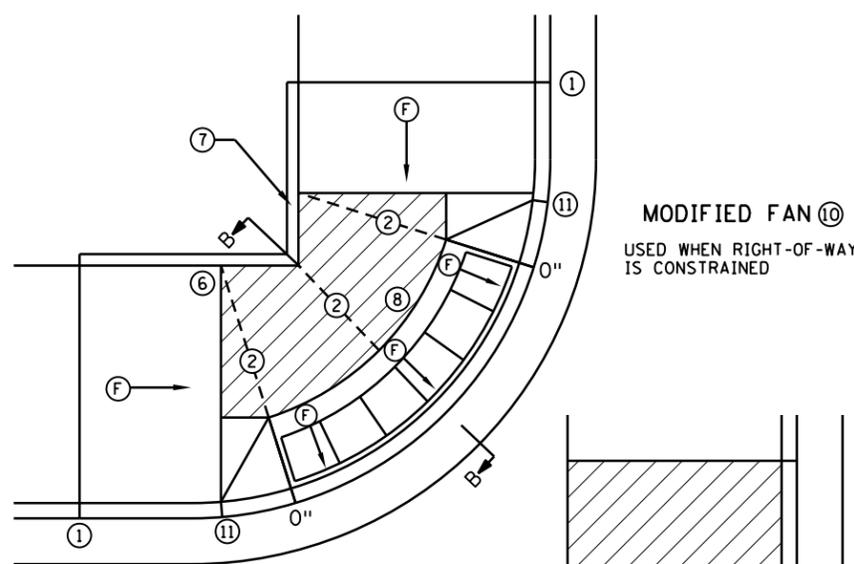
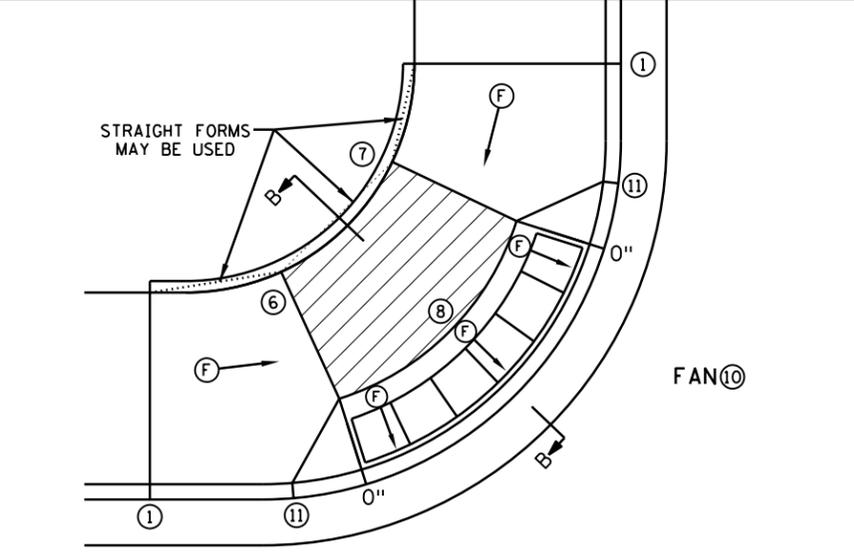
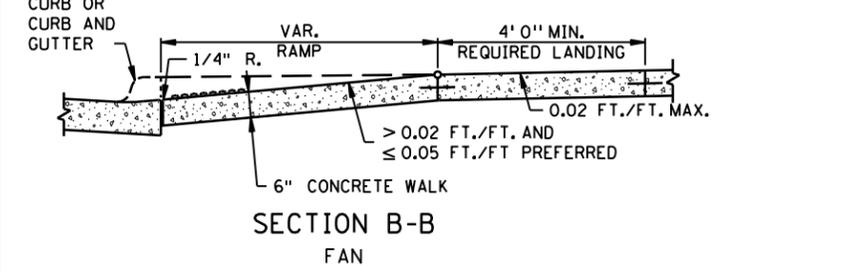
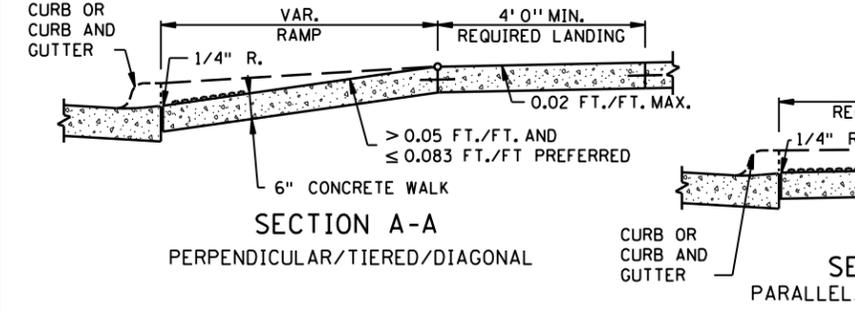
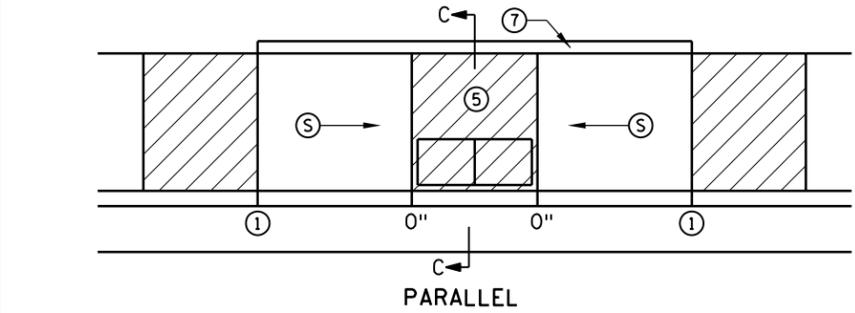
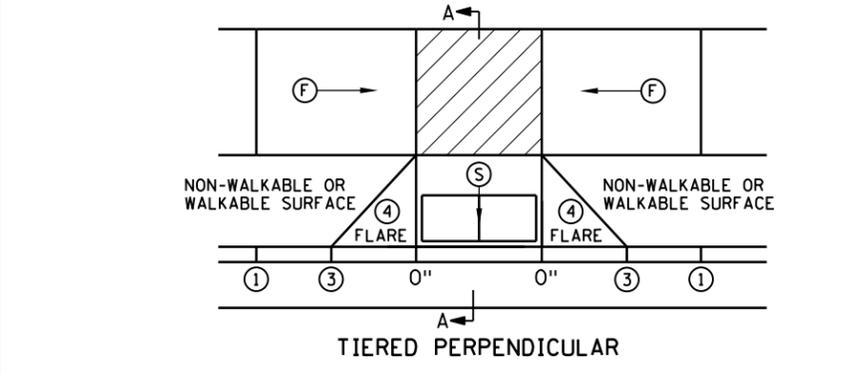
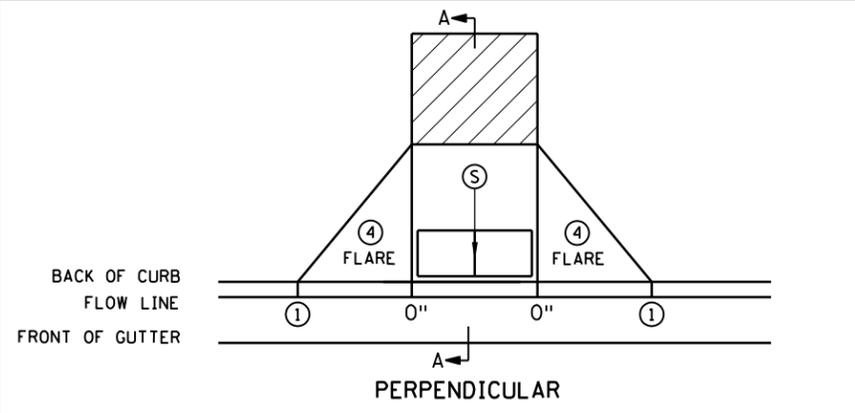


**CONSTRUCTION LEGEND**

- CONCRETE C&G (B624)
- 6" CONCRETE SIDEWALK
- DETECTABLE WARNING PANEL
- LANDING AREA - 4' X 4' MIN. DIMENSIONS AND MAX 2.0% SLOPE IN ALL DIRECTIONS
- CONTROL POINT



CONTROL POINTS		
POINT NO.	X	Y
200	2822079.57	357495.71
201	2822090.77	357526.88



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

**LEGEND**

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

⑤	INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE BETWEEN 5.0% MINIMUM AND 8.3% MAXIMUM IN THE DIRECTION SHOWN AND THE CROSS SLOPE SHALL NOT EXCEED 2.0%.
⑦	INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE GREATER THAN 2.0% AND LESS THAN 5.0% IN THE DIRECTION SHOWN AND CROSS SLOPE SHALL NOT EXCEED 2.0%.
[Hatched Box]	LANDING AREA - 4' X 4' MIN. (5' X 5' MIN. PREFERRED) DIMENSIONS AND MAX 2.0% SLOPE IN ALL DIRECTIONS. LANDING SHALL BE FULL WIDTH OF INCOMING PARS.
X"	CURB HEIGHT

REVISIONS:

APPROVED: 11-04-2021

*Jeffrey Perkins*  
JEFFREY PERKINS  
OPERATIONS DIVISION

**m** MINNESOTA DEPARTMENT OF TRANSPORTATION

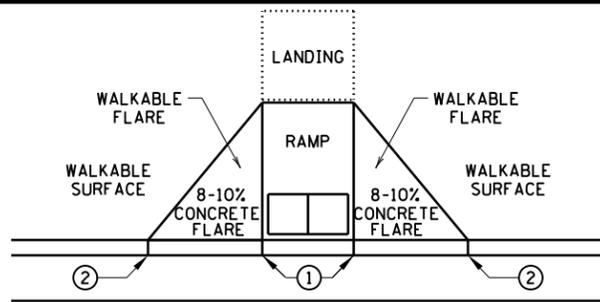
STANDARD PLAN 5-297.250 1 OF 6

APPROVED: 11-04-2021  
REVISED:

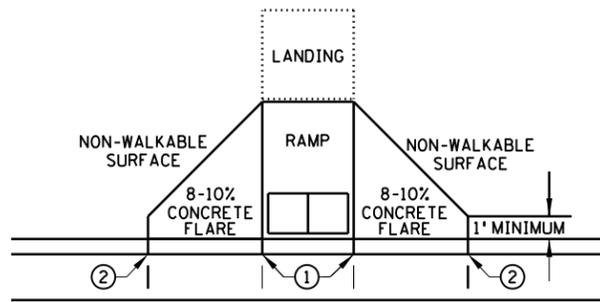
*Rom Styrbicki*  
ROM STYRBICKI  
STATE DESIGN ENGINEER



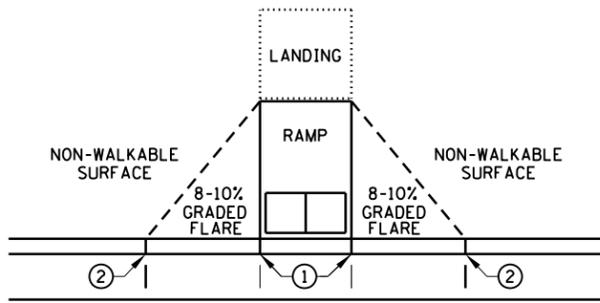




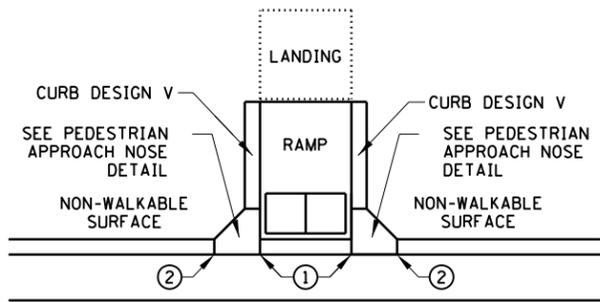
PAVED FLARES ADJACENT TO WALKABLE SURFACE



PAVED FLARES ADJACENT TO NON-WALKABLE SURFACE

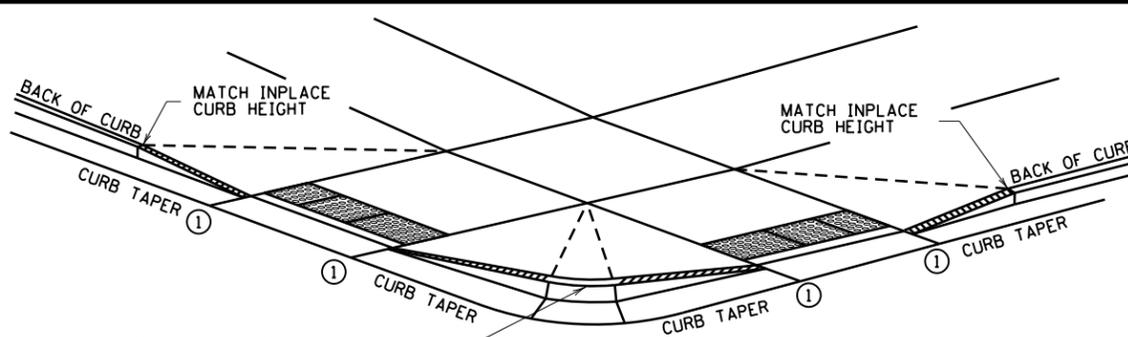


GRADED FLARES



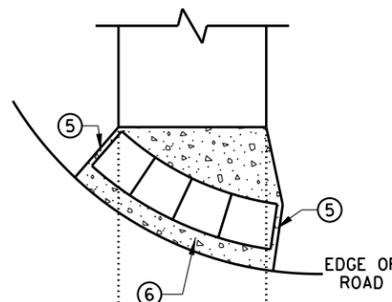
RETURNED CURB ④

TYPICAL SIDE TREATMENT OPTIONS ③ ⑩

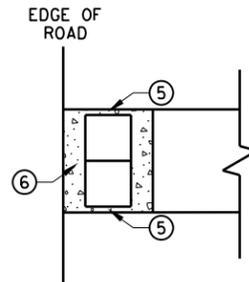


3" MINIMUM CURB HEIGHT, 4" PREFERRED (MEASURED AT FRONT FACE OF CURB) FOR A MIN. 6" LENGTH (MEASURED ALONG FLOW LINE)

DETECTABLE EDGE WITH CURB AND GUTTER ⑦

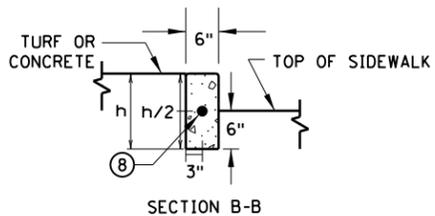
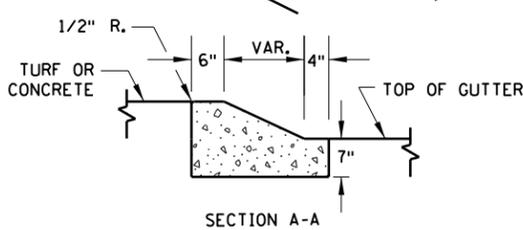
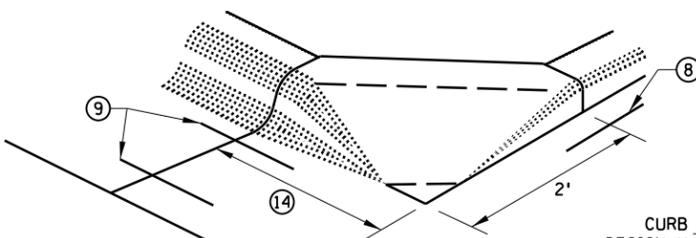


RADIAL DETECTABLE WARNING

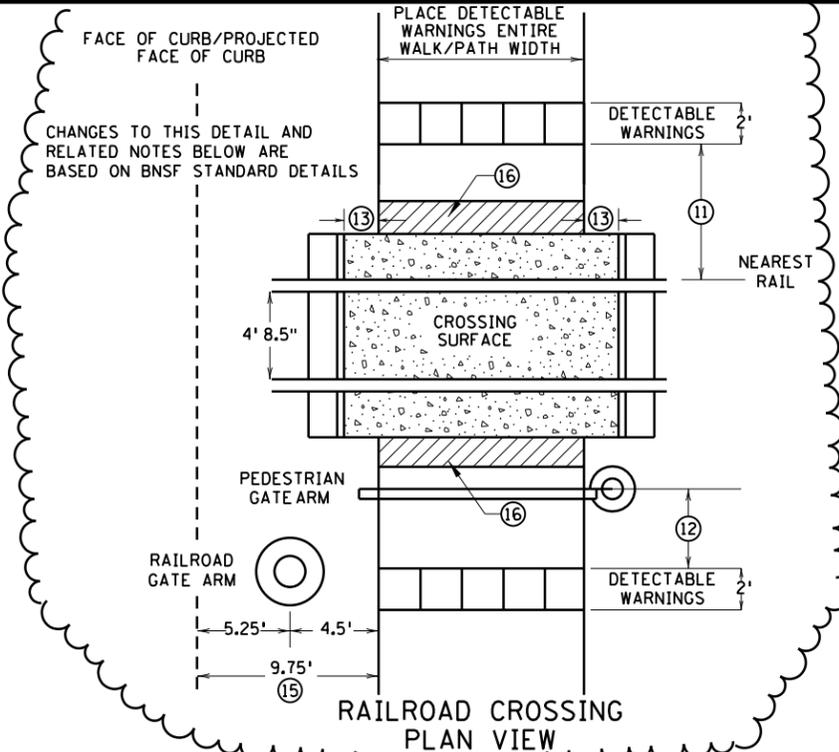


RECTANGULAR DETECTABLE WARNING

DETECTABLE EDGE WITHOUT CURB AND GUTTER



PEDESTRIAN APPROACH NOSE DETAIL (FOR RETURNED CURB SIDE TREATMENT)



RAILROAD CROSSING PLAN VIEW

NOTES:

- INTERMEDIATE CURB HEIGHTS TAPER SHALL RISE AT 8-10% TO A MINIMUM 3 INCH CURB HEIGHT, INCREASE CURB TAPER LENGTH AT LESS THAN 8% OR REDUCE INTERMEDIATE CURB HEIGHT TO 2+ INCHES IF NECESSARY TO MATCH ADJACENT BOULEVARD OR SIDEWALK GRADES.
- SEE STANDARD PLATE 7038 AND THIS SHEET FOR ADDITIONAL DETAILS ON DETECTABLE WARNING.
- A WALKABLE SURFACE IS DEFINED AS A PAVED SURFACE ADJACENT TO A CURB RAMP WITHOUT RAISED OBSTACLES THAT COULD MISTAKENLY BE TRAVERSED BY A USER WHO IS VISUALLY IMPAIRED.
- CONCRETE FLARE LENGTHS ADJACENT TO NON-WALKABLE SURFACES SHOULD BE LESS THAN 8' LONG MEASURED ALONG THE RAMPS FROM THE BACK OF CURB.
- ① 0" CURB HEIGHT, SEE INSET A ON SHEET 3 OF 6.
- ② FULL CURB HEIGHT.
- ③ SIDE TREATMENTS ARE APPLICABLE TO ALL RAMP TYPES AND SHOULD BE IMPLEMENTED AS NEEDED AS FIELD CONDITIONS DICTATE. THE ENGINEER SHALL DETERMINE THE RAMP SIDE TREATMENTS BASED ON MAINTENANCE OF BOTH ROADWAY AND SIDEWALK, ADJACENT PROPERTY CONSIDERATIONS, AND MITIGATING CONSTRUCTION IMPACTS.
- ④ TYPICALLY USED FOR MEDIANS AND ISLANDS.
- ⑤ WHEN NO CONCRETE FLARES ARE PROPOSED, THE CONCRETE WALK SHALL BE FORMED AND CONSTRUCTED PERPENDICULAR TO THE EDGE OF ROADWAY. MAINTAIN 3" MAX. BETWEEN EDGE OF DOMES AND EDGE OF CONCRETE.
- ⑥ IF NO CURB AND GUTTER IS PLACED IN RURAL SECTIONS, DETECTABLE WARNINGS SHALL BE PLACED 1' FROM THE EDGE OF BITUMINOUS ROADWAY AND/OR BITUMINOUS SHARED-USE PATH TO PROVIDE VISUAL CONTRAST.
- ⑦ ALL CONSTRUCTED CURBS MUST HAVE A CONTINUOUS DETECTABLE EDGE FOR THE VISUALLY IMPAIRED. THIS DETECTABLE EDGE REQUIRES DETECTABLE WARNINGS WHEREVER THERE IS ZERO-INCH HIGH CURB. CURB TAPERS ARE CONSIDERED A DETECTABLE EDGE WHEN THE TAPER STARTS WITHIN 3" OF THE EDGE OF THE DETECTABLE WARNINGS, AND UNIFORMLY RISES TO A 3-INCH MINIMUM CURB HEIGHT. ANY CURB NOT PART OF A CURB TAPER AND LESS THAN 3 INCHES IN HEIGHT IS NOT CONSIDERED A DETECTABLE EDGE AND THEREFORE IS NOT COMPLIANT WITH ACCESSIBILITY STANDARDS.
- ⑧ DRILL AND GROUT 1 - NO. 4 12" LONG REINFORCEMENT BAR (EPOXY COATED) WITH 3" MIN. COVER. REINFORCEMENT BARS ARE NOT NEEDED IF THE APPROACH NOSE IS POURED INTEGRAL WITH THE V CURB.
- ⑨ DRILL AND GROUT 2 - NO. 4 12" LONG REINFORCEMENT BARS (EPOXY COATED) WITH 3" MIN. COVER. REINFORCEMENT BARS ARE NOT NEEDED IF THE APPROACH NOSE IS POURED INTEGRAL WITH THE CURB AND GUTTER.
- ⑩ SIDE TREATMENT EXAMPLES SHOWN ARE WHEN THE INITIAL LANDING IS APPROXIMATELY LEVEL WITH THE FULL HEIGHT CURB (I.E. 6' LONG RAMP FOR 6" HIGH CURB). WHEN THE INITIAL LANDING IS MORE THAN 1" BELOW FULL HEIGHT CURB REFER TO SHEETS 1 & 2 TO MODIFY THE CURB HEIGHT TAPERS AND MAINTAIN POSITIVE BOULEVARD DRAINAGE. CONSTRUCT THESE TAPERS AT 0"-3" AT 8-10%, THEN LESS THAN 5% FROM 3" CURB TO FULL CURB HEIGHT.
- ⑪ NEAREST EDGE OF DETECTABLE WARNING SURFACES SHALL BE PLACED 12' MINIMUM TO 15' MAXIMUM FROM THE NEAREST RAIL. FOR SKEWED RAILWAYS IN NO INSTANCE SHALL THE DETECTABLE WARNING BE CLOSER THAN 12' MEASURED PERPENDICULAR TO THE NEAREST RAIL.
- ⑫ WHEN PEDESTRIAN GATES ARE PROVIDED, DETECTABLE WARNING SURFACES SHALL BE PLACED ON THE SIDE OF THE GATES OPPOSITE THE RAIL, 2' FROM THE APPROACHING SIDE OF THE GATE ARM. THIS CRITERIA GOVERNS OVER NOTE ⑪.
- ⑬ CROSSING SURFACE SHALL EXTEND 2' MINIMUM PAST THE OUTSIDE EDGE OF WALK OR SHARED-USE PATH.
- ⑭ 3' FOR MEDIANS AND SPLITTER ISLANDS. NOSE CAN BE REDUCED TO 2' ON FREE RIGHT ISLANDS.
- ⑮ SIDEWALK TO BE PLACED 9.75' MIN. FROM THE FACE OF CURB/PROJECTED FACE OF CURB. THIS ENSURES MIN. CLEARANCE BETWEEN THE SIDEWALK AND GATE ARM COUNTERWEIGHT SUPPORTS.
- ⑯ CONSTRUCT BITUMINOUS TRANSITION. SHALL MATCH FULL HEIGHT OF ADJACENT CONCRETE. SEE SECTION DETAIL SHEET C2.2

MODEL: Detail - 4/20/2023; PATH: J:\2022\East Grand Forks\32556\2024\1835\CADD\Civil\Plan\Sheet\CS3\_MBA\_FED\_RAMP.dwg

REVISION:

APPROVED: 11-04-2021

*Jeffrey Perkins*

JEFFREY PERKINS  
OPERATIONS DIVISION

STANDARD PLAN 5-297.250 4 OF 6

APPROVED: 11-04-2021

REVISOR:

*Tom Styrbicki*

THOMAS STYRBICKI  
STATE DESIGN ENGINEER

PEDESTRIAN CURB RAMP DETAILS

**WIDSETH**  
ARCHITECTS • ENGINEERS • SCIENTISTS • SURVEYORS

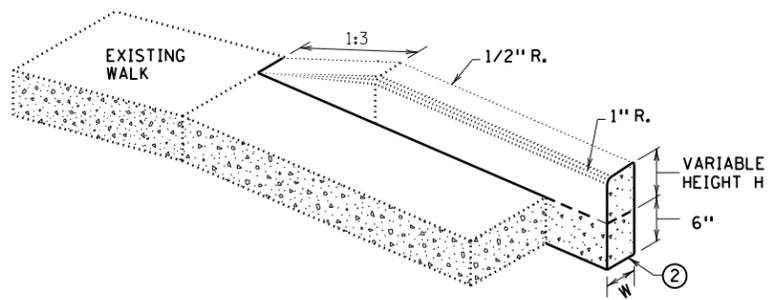
DATE: 04/20/2023  
LIC. NO.: 41394

DATE	SCALE	NO. SCALE	MBA	SRE
04/20/2023				

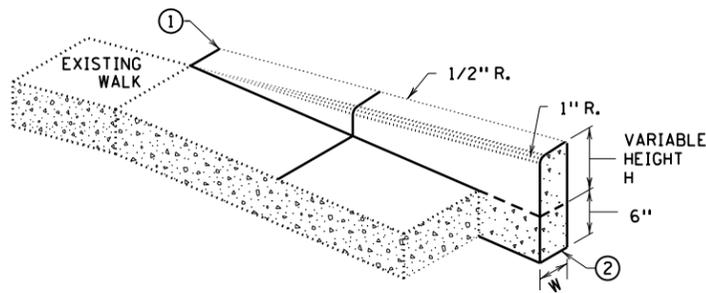
DATE: 04/20/2023  
JOB NUMBER: 32556-2024-1835

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

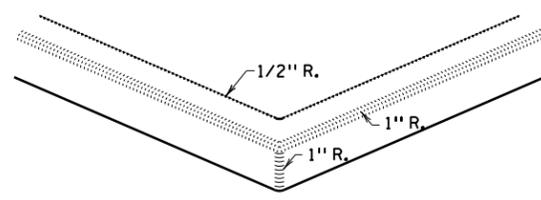
SHEET NO. **C3.3**



V CURB ADJACENT TO LANDSCAPE  
CURB WITHIN SIDEWALK LIMITS

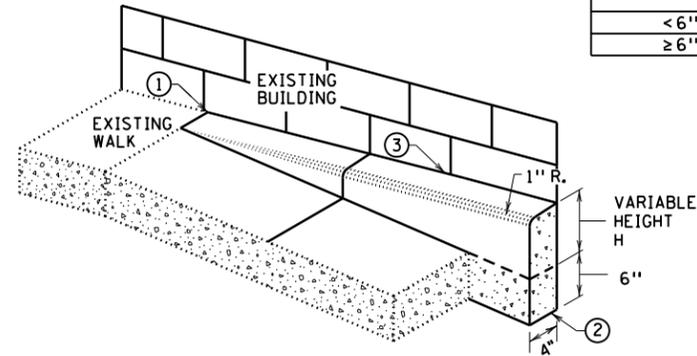


V CURB ADJACENT TO LANDSCAPE  
CURB OUTSIDE SIDEWALK LIMITS

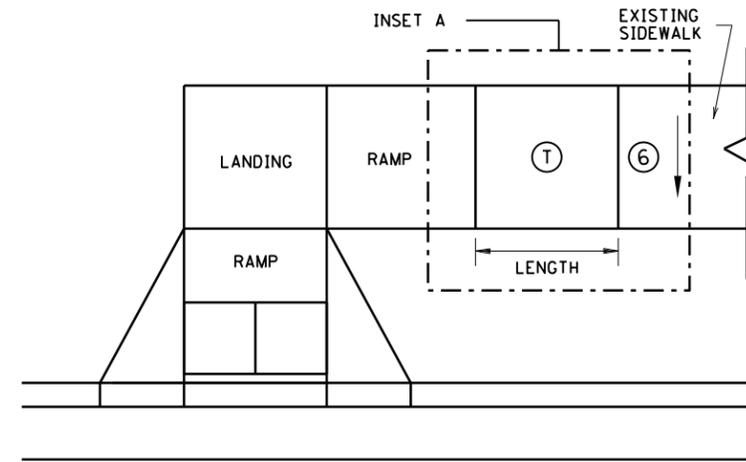


V CURB INTERSECTION

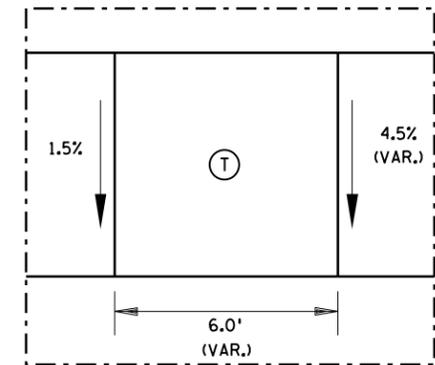
CONCRETE CURB DESIGN V	
CURB HEIGHT H	CURB WIDTH W
< 6"	4"
≥ 6"	6"



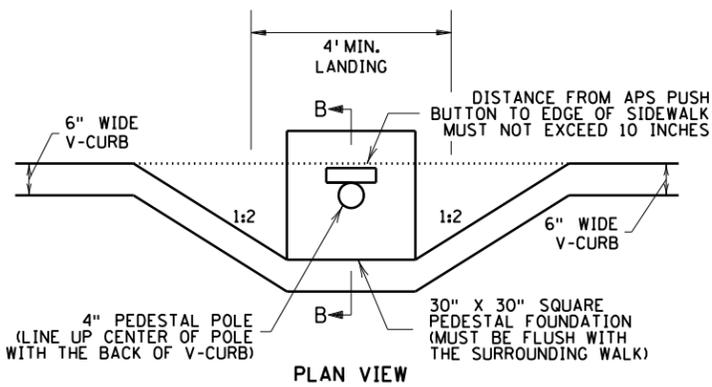
V CURB ADJACENT TO BUILDING  
OR BARRIER



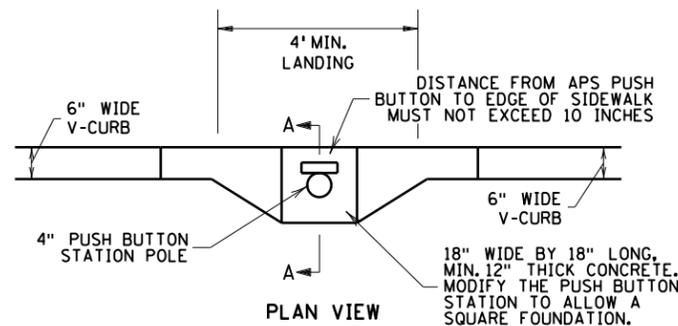
TRANSITION PANEL ④ ⑤



INSET A



PLAN VIEW



PLAN VIEW

NOTES:

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

ALL V CURB CONTRACTION JOINTS SHALL MATCH CONCRETE WALK JOINTS.

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

V CURB SHALL BE PLACED OUTSIDE THE SIDEWALK LIMITS WHEN RIGHT OF WAY ALLOWS. V CURB NEXT TO BUILDING SHALL BE A 4" WIDTH AND SHALL MATCH PREVIOUS TOP OF SIDEWALK ELEVATIONS.

① END TAPERS AT TRANSITION SECTION SHALL MATCH INPLACE SIDEWALK GRADES.

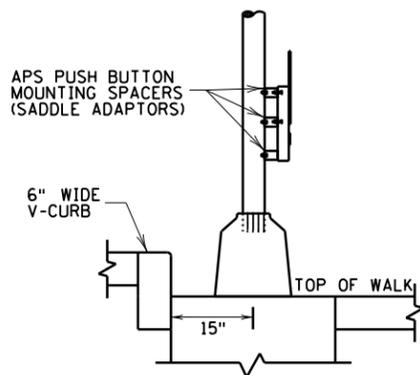
② ALL V CURB SHALL MATCH BOTTOM OF ADJACENT WALK.

③ CONSTRUCT USING APPROVED EXPANSION MATERIAL PER MNDOT TYPE A-E EXPANSION. LEAVE A MINIMUM 1/2" TOP GAP AND SEAL WITH MNDOT APPROVED SILICONE PER MNDOT SPEC 3722.

④ THE MAX. RATE OF CROSS SLOPE TRANSITIONING IS 1' LINEAR FOOT OF SIDEWALK PER HALF PERCENT CROSS SLOPE. WHEN PAR WIDTH IS GREATER THAN 6' OR THE RUNNING SLOPE IS GREATER THAN 5%, DOUBLE THE CALCULATED TRANSITION LENGTH.

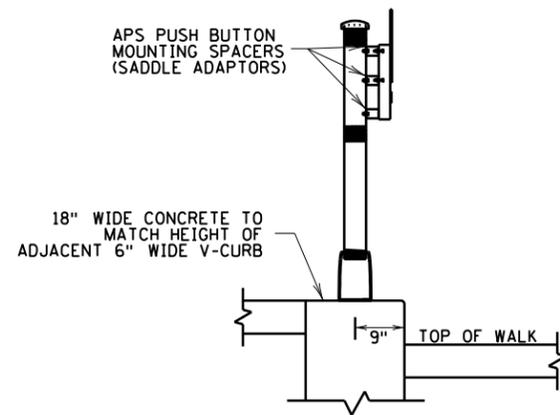
⑤ TRANSITION PANELS ARE TO ONLY BE USED AFTER THE RAMP, OR IF NEEDED, LANDING ARE AT THE FULL CURB HEIGHT (TYPICAL SECTION).

⑥ EXISTING CROSS SLOPE GREATER THAN 2.0%.



SECTION B-B

SIGNAL PEDESTAL & PUSH BUTTON (V-CURB)



SECTION A-A

PUSH BUTTON STATION (V-CURB)

LEGEND	
⑤	INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE BETWEEN 5.0% MINIMUM AND 8.3% MAXIMUM IN THE DIRECTION SHOWN AND THE CROSS SLOPE SHALL NOT EXCEED 2.0%.
▨	LANDING AREA - 4' X 4' MIN. (5' X 5' MIN. PREFERRED) DIMENSIONS AND MAX 2.0% SLOPE IN ALL DIRECTIONS. LANDING SHALL BE FULL WIDTH OF INCOMING PARS.
④	TRANSITION PANEL(S) - TO BE USED FOR TRANSITIONING THE CROSS-SLOPE OF A RAMP TO THE EXISTING WALK CROSS-SLOPE. RATE OF TRANSITION SHOULD BE 0.5% PER 1 LINEAR FOOT OF WALK. SEE THIS SHEET FOR ADDITIONAL INFORMATION.

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

	STANDARD PLAN 5-297.250	5 OF 6
		APPROVED: 11-04-2021
44	THOMAS STYRBICKI STATE DESIGN ENGINEER	REVISED:

PEDESTRIAN CURB RAMP DETAILS

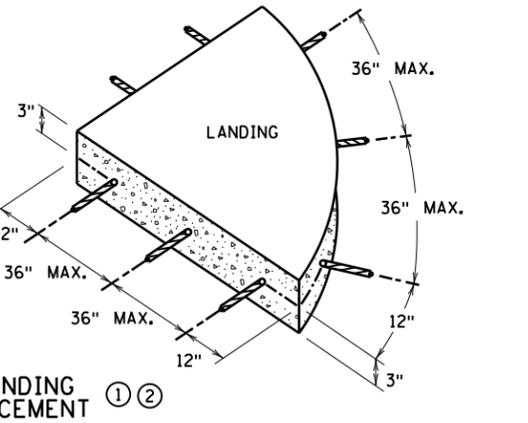
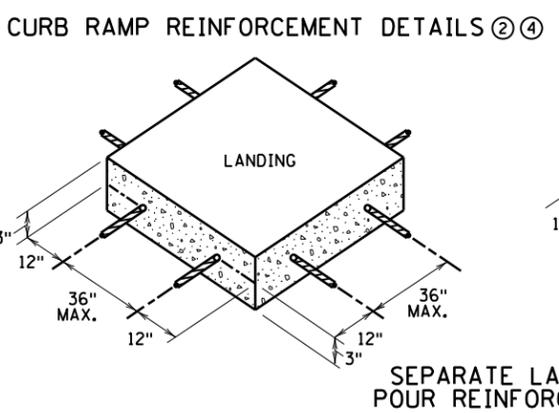
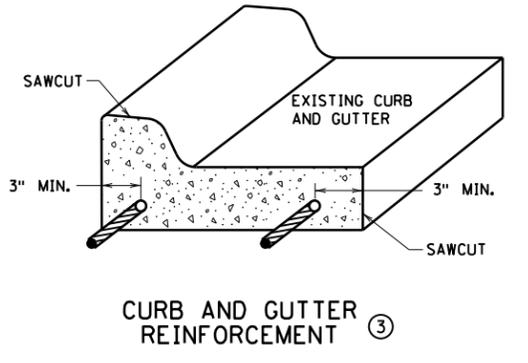
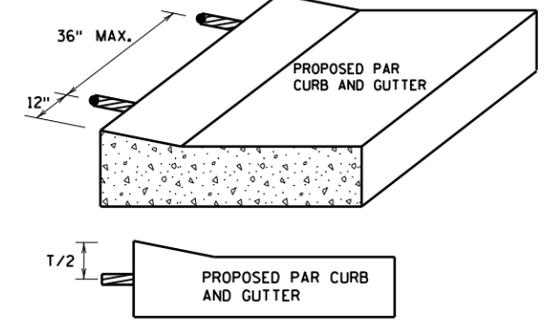
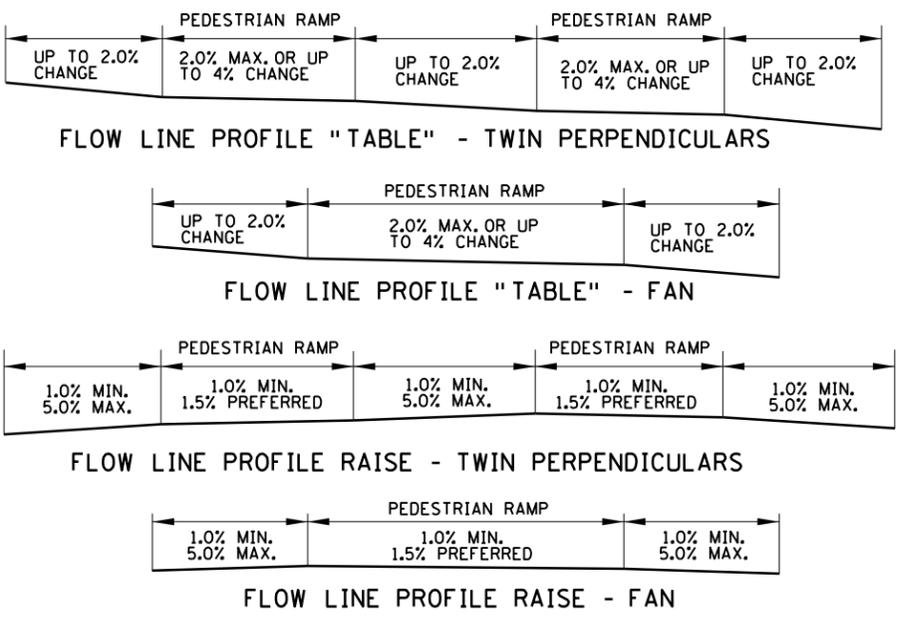
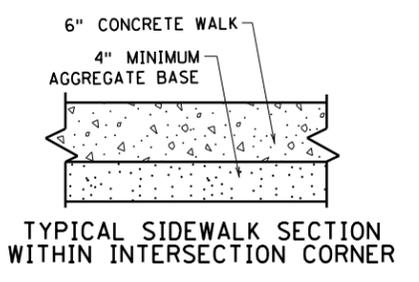
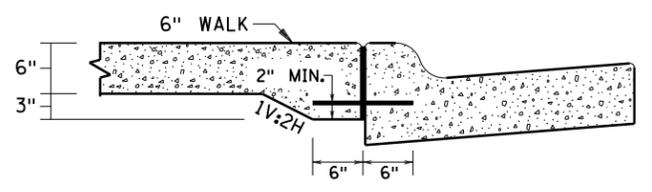
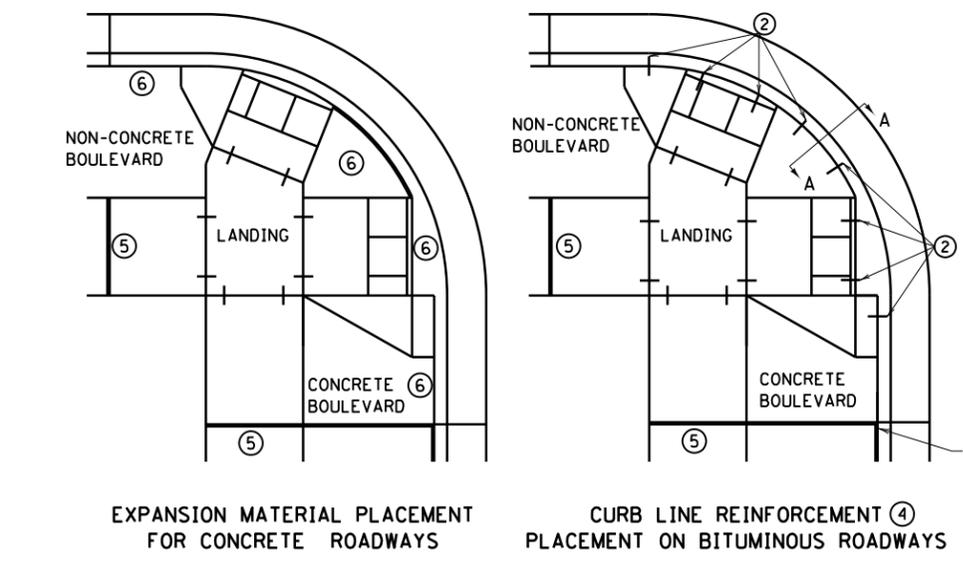
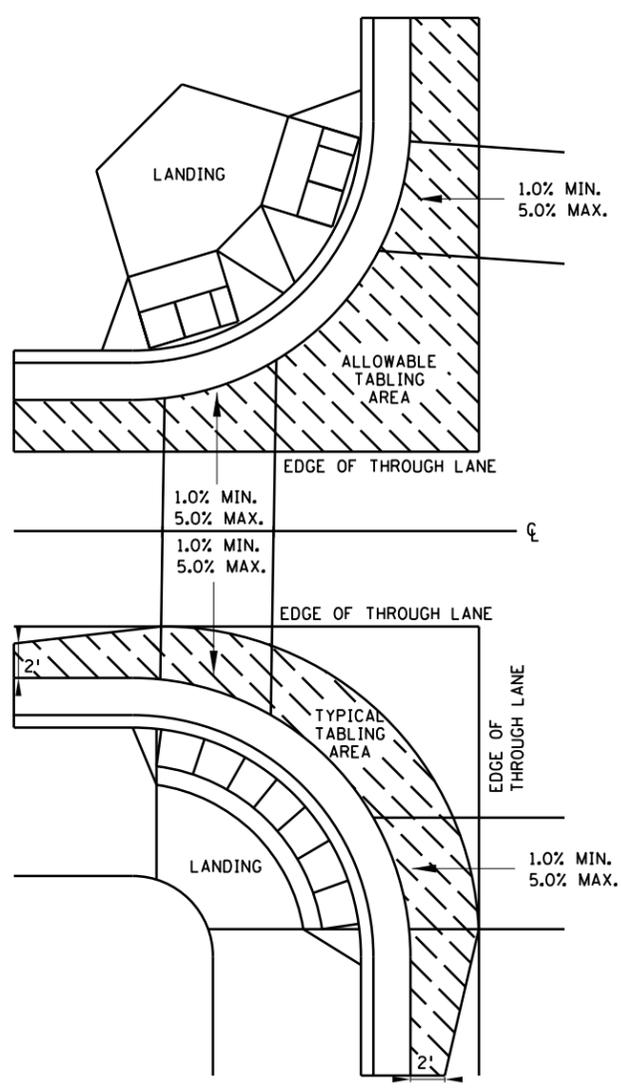
DATE: 04/20/2023  
LIC. NO.: 41394

DATE	SCALE	NO. SCALE	DATE	REVISION
04/20/2023	MBA	MBA		
DATE	SCALE	NO. SCALE	DATE	REVISION

2022 CITY PROJECT NO. 3  
QUIET ZONE - STREET & SIDEWALK IMPROVEMENTS  
EAST GRAND FORKS, MINNESOTA  
PEDESTRIAN CURB RAMP DETAILS  
SHEET NO. **C3.4**

MODEL: Detail - 2022 City Quiet Zone - Street & Sidewalk Improvements - East Grand Forks, Minnesota - Ped Ramp - 4/20/2023

DATE	SCALE	NO. SCALE	DATE	REVISION DESCRIPTION
04/20/2023				



**GENERAL NOTES:**

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

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

MILL & OVERLAY PROJECTS: "TABLING" OF FLOW LINES, IN FRONT OF THE PEDESTRIAN RAMP, IS REQUIRED WHEN THE EXISTING FLOW LINE IS GREATER THAN 2%. WARPING OF THE BITUMINOUS PAVEMENT CAN NOT EXTEND INTO THE THROUGH LANE. TABLE THE FLOW LINE TO 2% OR AS MUCH AS POSSIBLE WHILE ADHERING TO THE FOLLOWING CRITERIA:  
 1) 1.0% MIN. CROSS-SLOPE OF THE ROAD  
 2) 5.0% MAX. CROSS-SLOPE OF THE ROAD  
 3) "TABLE" FLOW LINE UP TO 4% CHANGE FROM EXISTING SLOPE IN FRONT OF PEDESTRIAN RAMP  
 4) UP TO 2% CHANGE IN FLOW LINE FROM EXISTING SLOPE BEYOND THE PEDESTRIAN CURB RAMP

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

RAISING OF CURB LINES SHOULD OCCUR IN VERTICALLY CONSTRAINED AREAS. RAISE THE CURB LINES ENOUGH TO ALLOW COMPLIANT RAMPS OR AS MUCH AS POSSIBLE WHILE ADHERING TO THE FOLLOWING CRITERIA:  
 1) 1.0% MIN. AND 5.0% MAXIMUM CROSS-SLOPE OF THE ROAD  
 2) 1.0% MIN. FLOW LINE (ON EITHER SIDE OF PEDESTRIAN RAMP) TO MAINTAIN POSITIVE DRAINAGE  
 3) 5.0% RECOMMENDED MAX. FLOW LINE  
 4) LONGITUDINAL THROUGH LANE ROADWAY TAPERS SHOULD BE 1" VERTICAL PER 15' HORIZONTAL

**NOTES:**

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

REVISION:

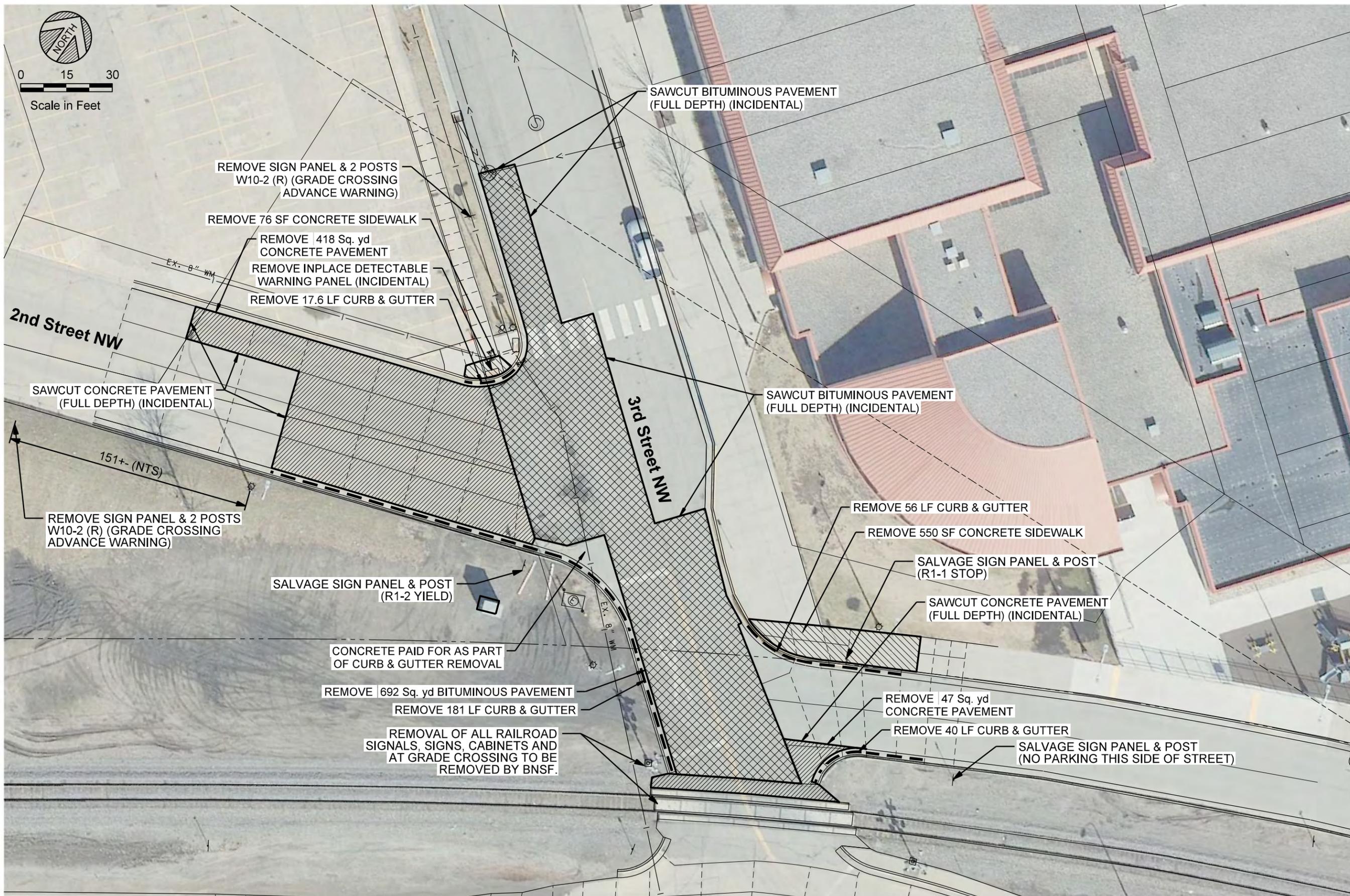
APPROVED: 11-04-2021  
  
 JEFFREY PERKINS  
 OPERATIONS DIVISION

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



0 15 30

Scale in Feet



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

REMOVE 76 SF CONCRETE SIDEWALK

REMOVE 418 Sq. yd  
CONCRETE PAVEMENT

REMOVE INPLACE DETECTABLE  
WARNING PANEL (INCIDENTAL)

REMOVE 17.6 LF CURB & GUTTER

SAWCUT BITUMINOUS PAVEMENT  
(FULL DEPTH) (INCIDENTAL)

2nd Street NW

SAWCUT CONCRETE PAVEMENT  
(FULL DEPTH) (INCIDENTAL)

151+- (NTS)

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

SALVAGE SIGN PANEL & POST  
(R1-2 YIELD)

CONCRETE PAID FOR AS PART  
OF CURB & GUTTER REMOVAL

REMOVE 692 Sq. yd BITUMINOUS PAVEMENT

REMOVE 181 LF CURB & GUTTER

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

3rd Street NW

SAWCUT BITUMINOUS PAVEMENT  
(FULL DEPTH) (INCIDENTAL)

REMOVE 56 LF CURB & GUTTER

REMOVE 550 SF CONCRETE SIDEWALK

SALVAGE SIGN PANEL & POST  
(R1-1 STOP)

SAWCUT CONCRETE PAVEMENT  
(FULL DEPTH) (INCIDENTAL)

REMOVE 47 Sq. yd  
CONCRETE PAVEMENT

REMOVE 40 LF CURB & GUTTER

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

MODEL: Detail  
PATH: J:\2022\City of East Grand Forks\2022-11-03\CADD\Civil\Plan\_Sheet\_C4.0\_Plan\_1.dgn

DATE: 04/20/2023  
SCALE: AS SHOWN  
DRAWN BY: MHA  
CHECKED BY: SRE  
JOB NUMBER: 23556-2024-11935

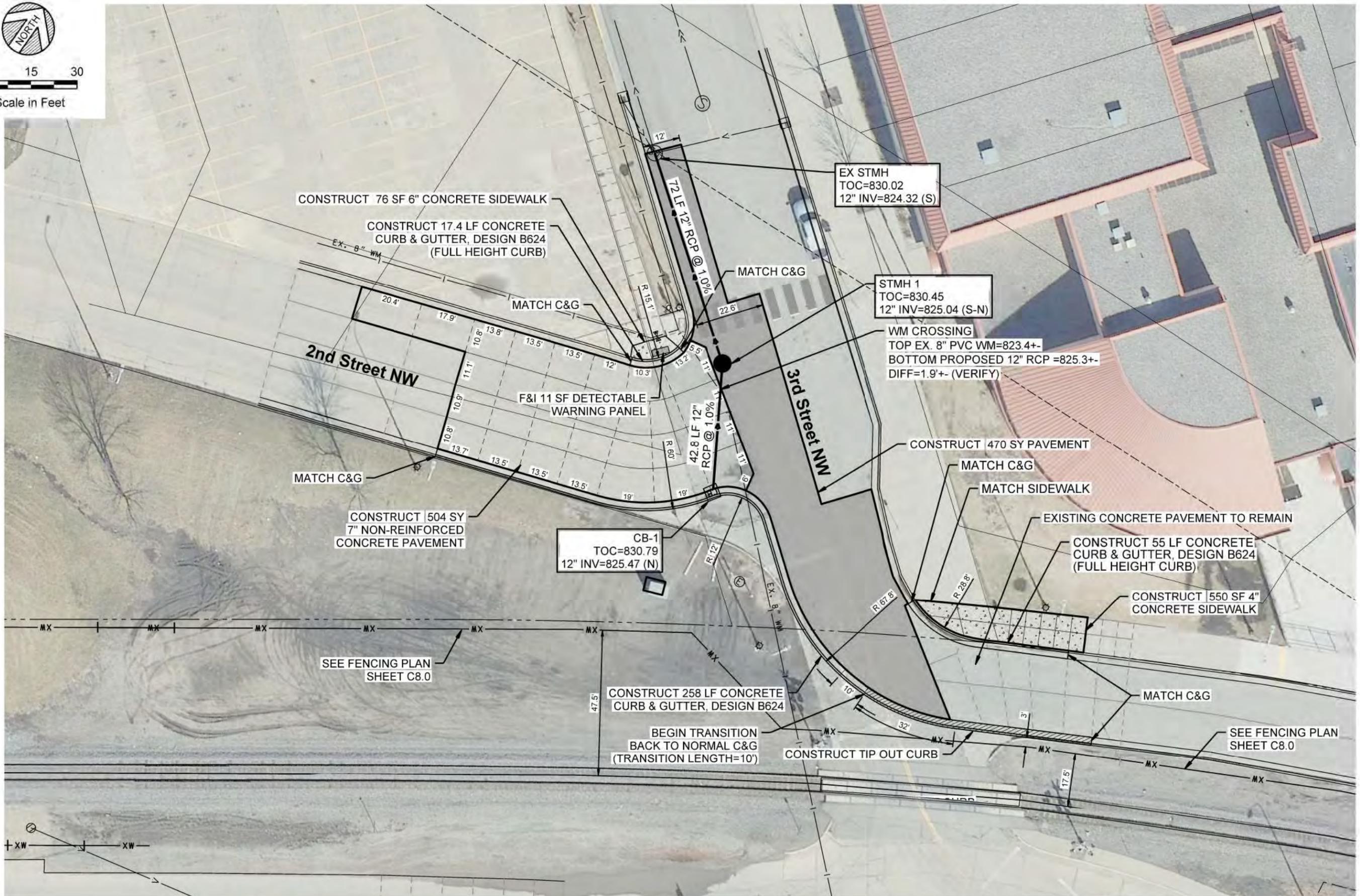
REVISION DESCRIPTION	DATE	BY

DATE: 04/20/2023  
SCALE: AS SHOWN  
DRAWN BY: MHA  
CHECKED BY: SRE  
JOB NUMBER: 23556-2024-11935

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



0 15 30  
Scale in Feet



CONSTRUCT 76 SF 6" CONCRETE SIDEWALK

CONSTRUCT 17.4 LF CONCRETE CURB & GUTTER, DESIGN B624 (FULL HEIGHT CURB)

2nd Street NW

F&I 11 SF DETECTABLE WARNING PANEL

MATCH C&G

CONSTRUCT 504 SY 7" NON-REINFORCED CONCRETE PAVEMENT

CB-1  
TOC=830.79  
12" INV=825.47 (N)

SEE FENCING PLAN SHEET C8.0

CONSTRUCT 258 LF CONCRETE CURB & GUTTER, DESIGN B624

BEGIN TRANSITION BACK TO NORMAL C&G (TRANSITION LENGTH=10')

CONSTRUCT TIP OUT CURB

EX STMH  
TOC=830.02  
12" INV=824.32 (S)

STMH 1  
TOC=830.45  
12" INV=825.04 (S-N)

WM CROSSING  
TOP EX. 8" PVC WM=823.4+-  
BOTTOM PROPOSED 12" RCP =825.3+-  
DIFF=1.9+- (VERIFY)

CONSTRUCT 470 SY PAVEMENT

MATCH C&G

MATCH SIDEWALK

EXISTING CONCRETE PAVEMENT TO REMAIN

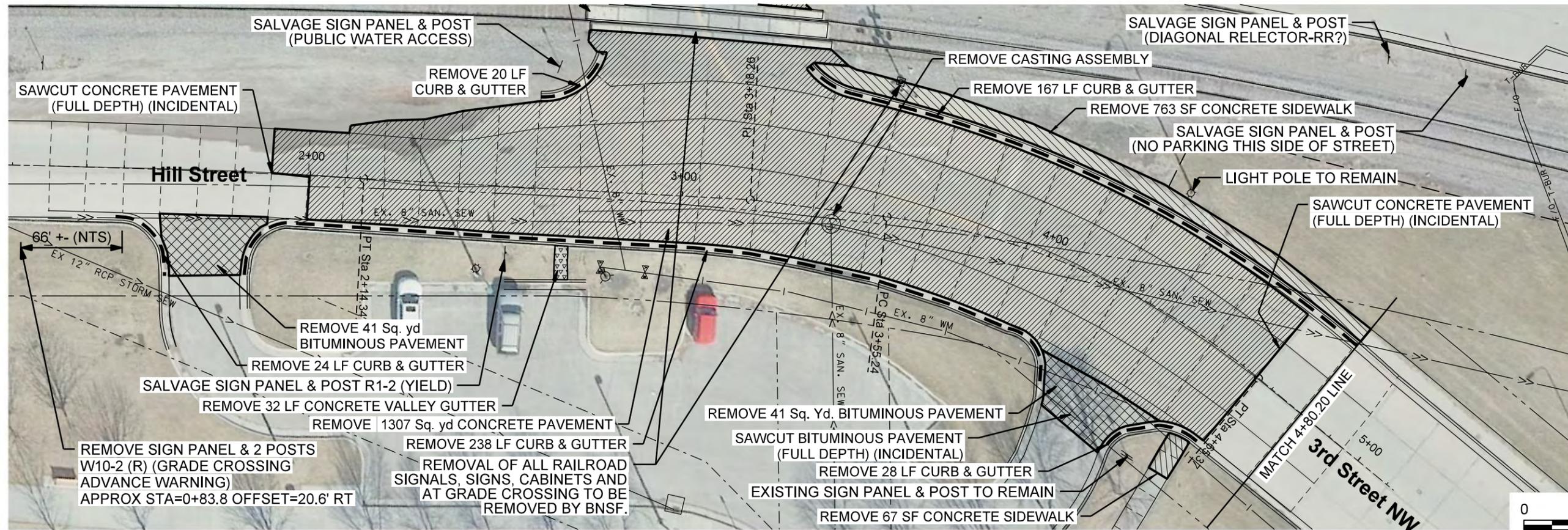
CONSTRUCT 55 LF CONCRETE CURB & GUTTER, DESIGN B624 (FULL HEIGHT CURB)

CONSTRUCT 550 SF 4" CONCRETE SIDEWALK

MATCH C&G

SEE FENCING PLAN SHEET C8.0

DATE	SCALE	DRAWN BY	CHECKED BY	DATE	REV#	REVISIONS DESCRIPTION
04/20/2023	AS SHOWN	MBA	IRE		1	



**Removal Plan**



SEE SHEET C4.3 FOR PLAN & PROFILE

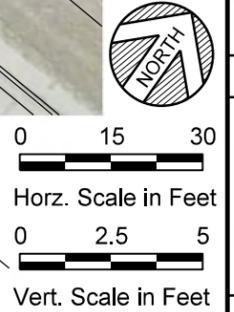
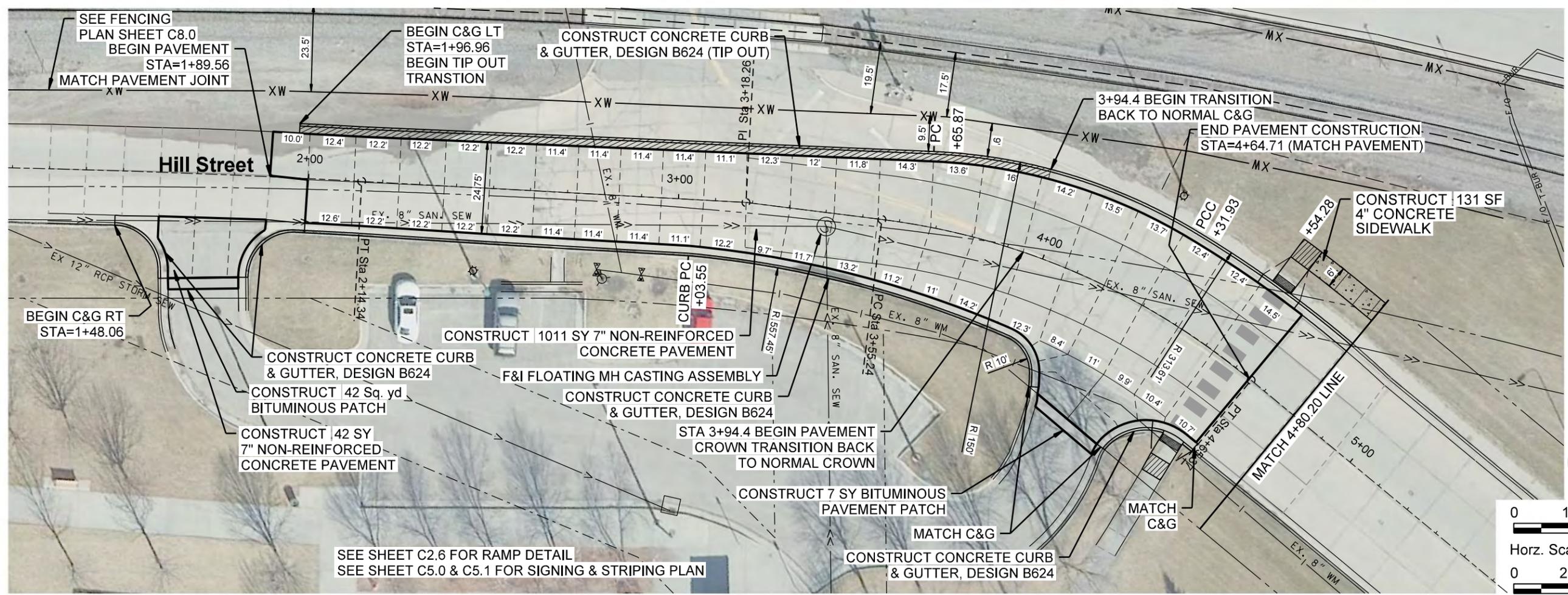
BY: I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.  
STEVEN R. EMERY DATE: 04/20/2023 LIC. NO.: 41394

DATE	REVISION DESCRIPTION
04/20/23 <td>AS SHOWN </td>	AS SHOWN
	MBA
	SRE

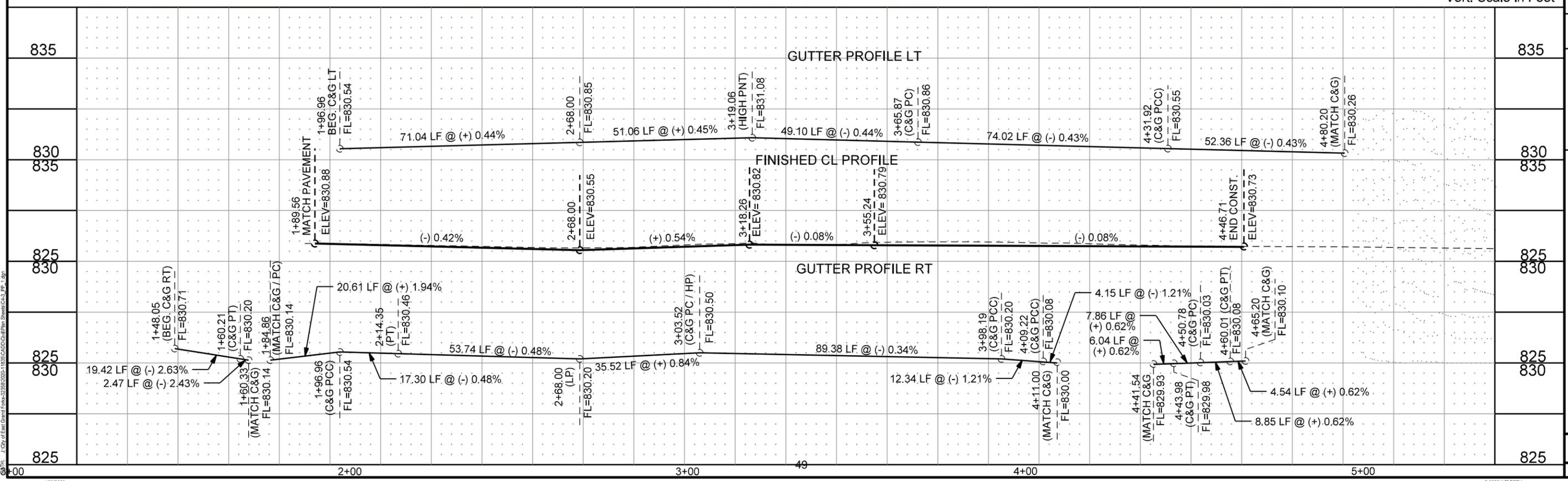
2022 CITY PROJECT NO. 3  
QUIET ZONE - STREET & SIDEWALK IMPROVEMENTS  
EAST GRAND FORKS, MINNESOTA  
JOB NUMBER: 32356-2024-11635

BY: I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.  
STEVEN R. EMERY DATE: 04/20/2023 LIC. NO.: 41394

NO.	DATE	REVISION DESCRIPTION

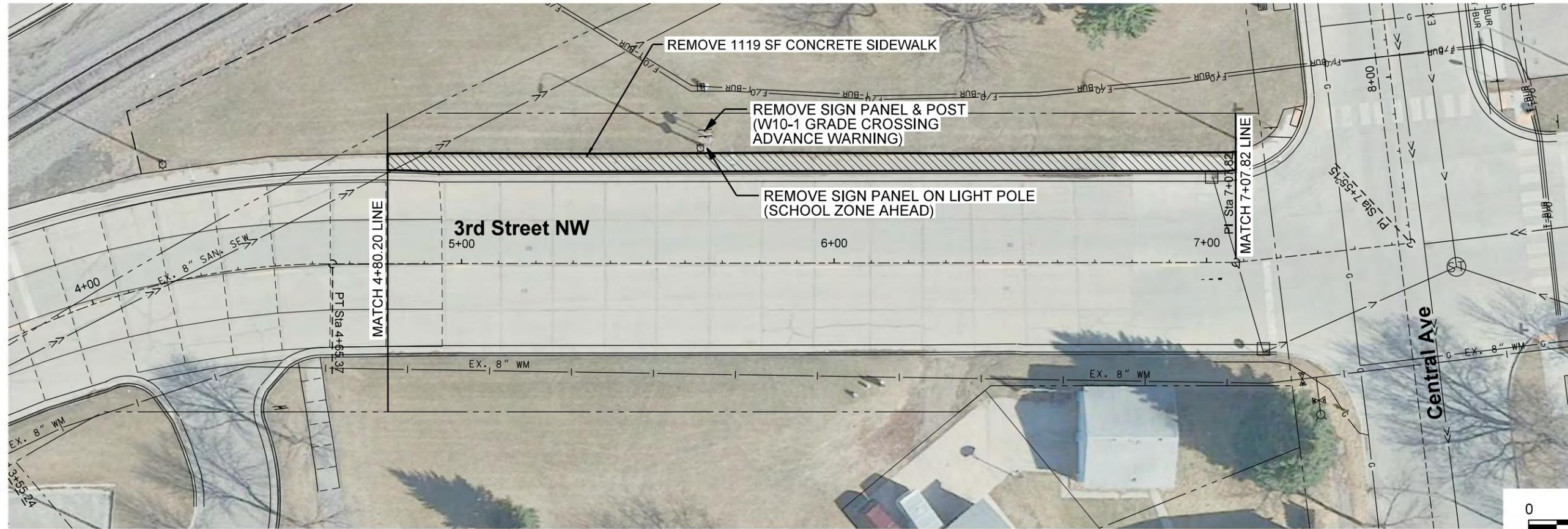


SEE SHEET C2.6 FOR RAMP DETAIL  
SEE SHEET C5.0 & C5.1 FOR SIGNING & STRIPING PLAN



MODEL: Detail  
DATE: 04/20/23  
JOB NUMBER: 2022-0024-11935

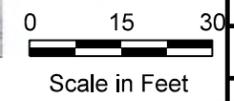
DATE: 04/20/23	SCALE: AS SHOWN	DATE: 04/20/23	DATE: 04/20/23
DRAWN BY: MHA	CHECKED BY: SRE	DATE:	DATE:
2022 CITY PROJECT NO. 3			
QUIET ZONE - STREET & SIDEWALK IMPROVEMENTS			
EAST GRAND FORKS, MINNESOTA			
SHEET NO. <b>C4.3</b>			
PLAN & PROFILE			



**Removal Plan**



**Construction Plan**

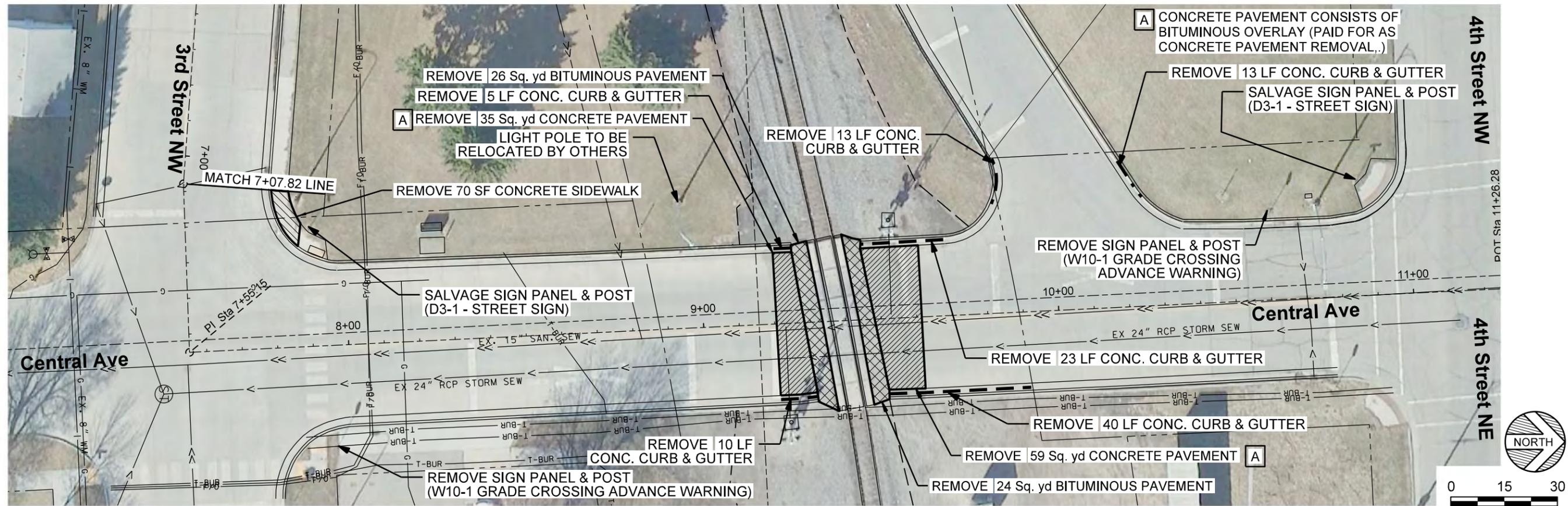


BY: I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.  
STEVEN R. EMERY DATE: 04/20/2023 LIC. NO. 41394

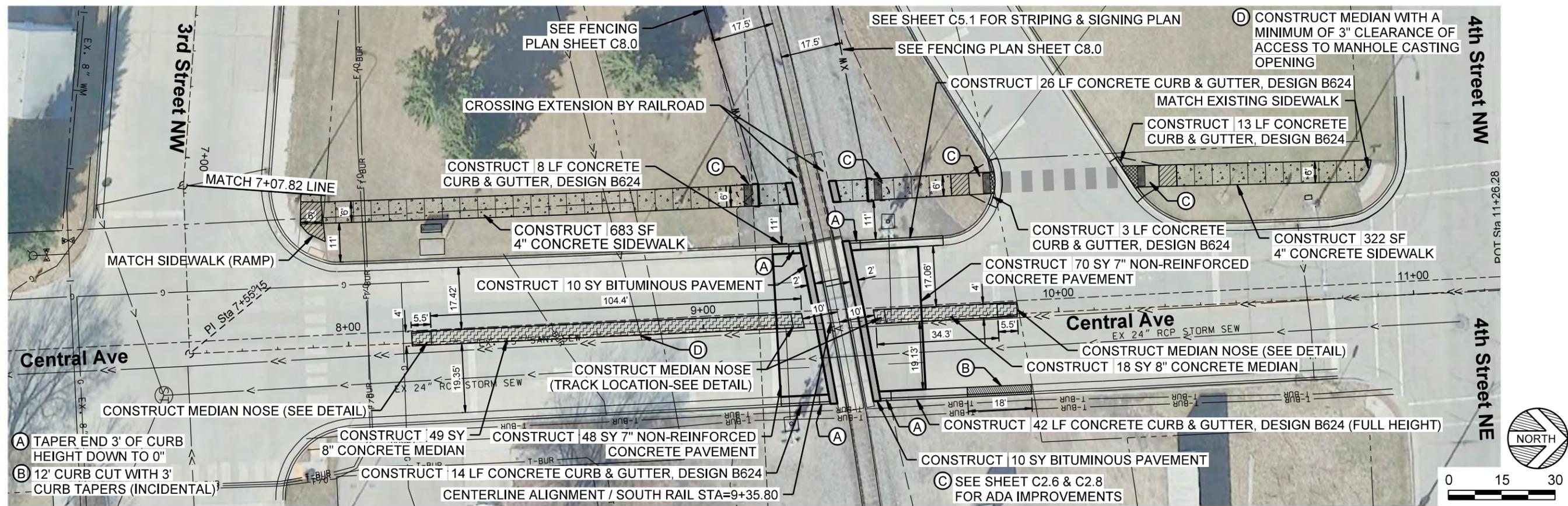
REVISION DESCRIPTION	DATE	REV#

2022 CITY PROJECT NO. 3  
QUIET ZONE - STREET & SIDEWALK IMPROVEMENTS  
EAST GRAND FORKS, MINNESOTA  
JOB NUMBER: 32356-2024-11935

MODEL: D:\In\1 - City of East Grand Forks\32356-2024-11935\CADD\Civil\Plan\_Sheet\_C4.4\_Remo-Const\_3.dwg  
DATE: 4/20/2023 10:52 AM



**Removal Plan**



**Construction Plan**

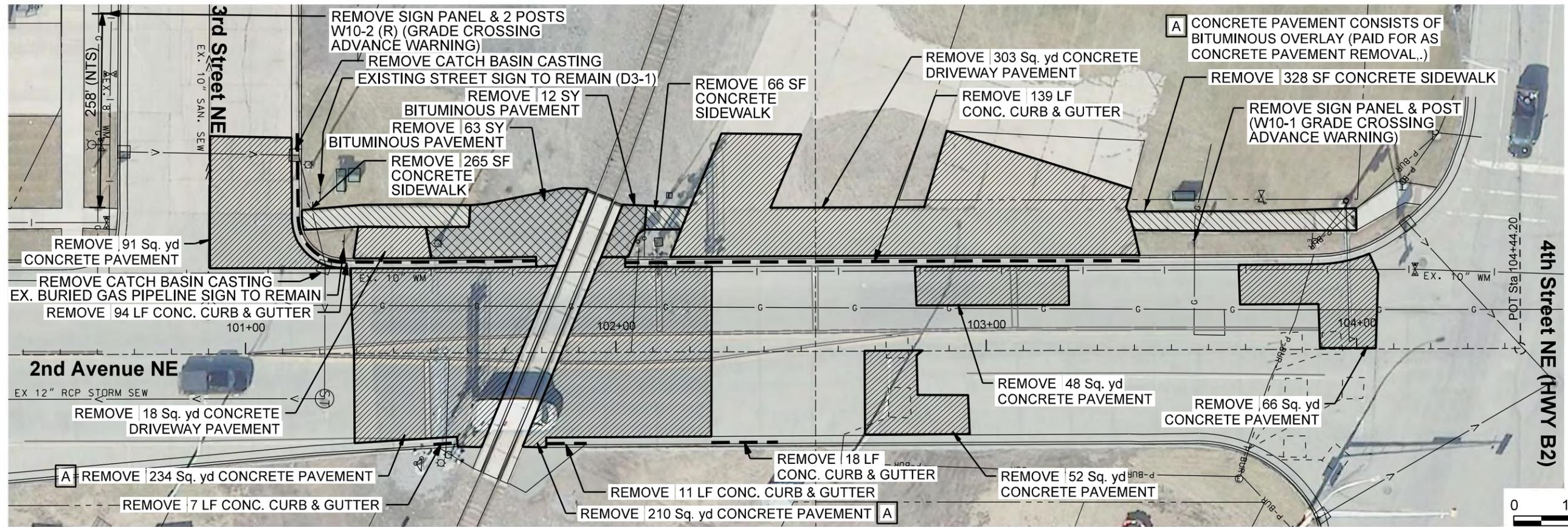


BY: I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.  
STEVEN R. EMERY DATE: 04/20/2023 LIC. NO. 41394

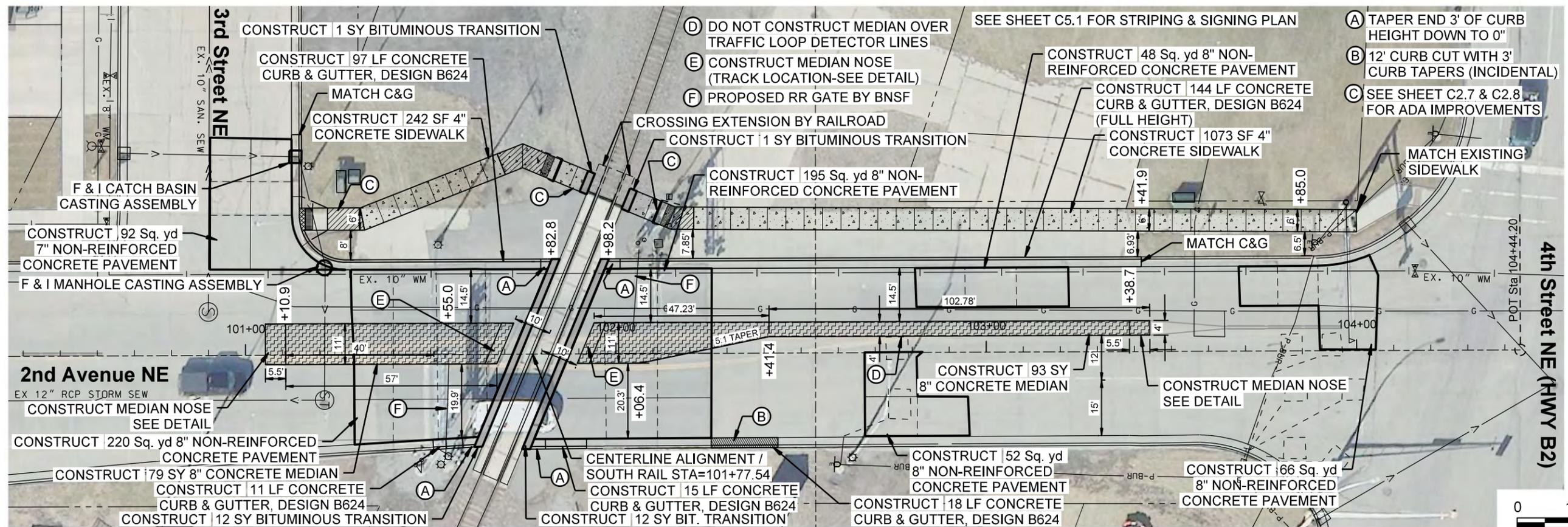
REVISION DESCRIPTION	DATE	REV#

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

MODEL: Detail - 4/20/2023  
PATH: J:\2022\City\Grand Forks\2022\0303\1835\CADD\Civil\Plan\Sheet\C4.5\_RemoConst\_4.dwg  
4/20/2023



**Removal Plan**



**Construction Plan**

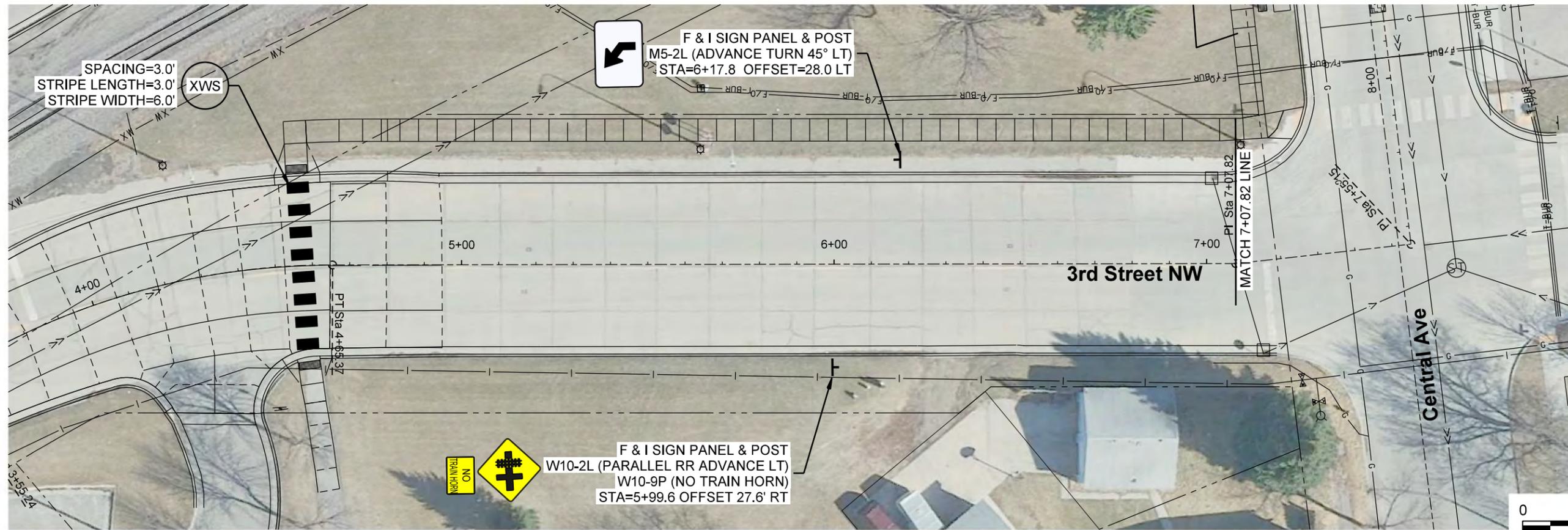
BY: I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.  
STEVEN R. EMERY DATE: 04/20/2023 LIC. NO.: 41394

REVISION DESCRIPTION	DATE	BY

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

MODEL: Detail  
PART: 4/20/23  
4/20/2023

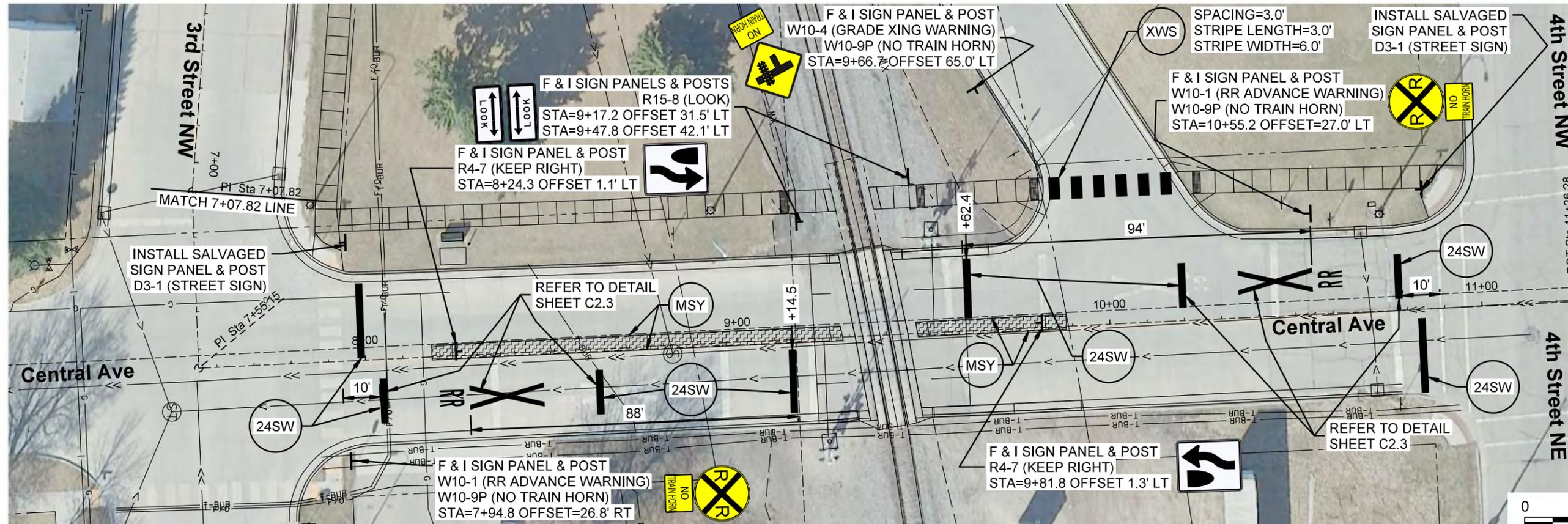




SEE SHEET C5.2 FOR STRIPING ABBREVIATION LEGEND

**Signing & Striping Plan**

Scale in Feet



SEE SHEET C5.2 FOR STRIPING ABBREVIATION LEGEND

**Signing & Striping Plan**

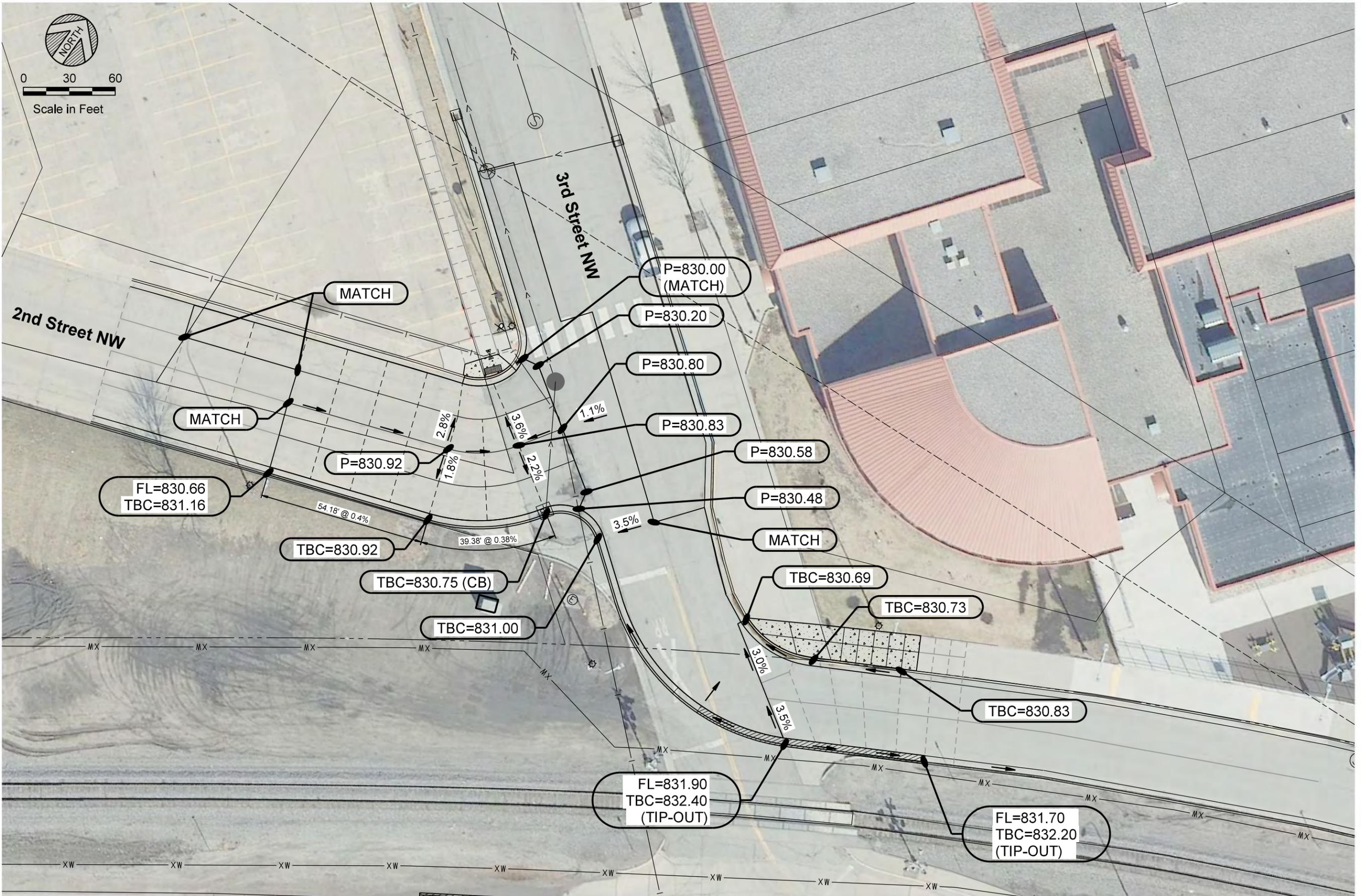
Scale in Feet

BY: I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.  
STEVEN R. EMERY DATE: 04/20/2023 LIC. NO. 41394

REVISIONS	DESCRIPTION	DATE	REV#

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





MODEL: Detail; PATH: J:\2022\East Grand Forks\32556\2024-1835\CADD\Civil\Plan\_Sheet\C6\_0\_GradPlan.dgn

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT  
 WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND  
 THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER  
 THE LAWS OF THE STATE OF MINNESOTA.  
 STEVEN R. EMERY      DATE: 04/20/2023      LIC. NO. 41394

DATE	REV#	REVISION DESCRIPTION
	1	
	2	
	3	
	4	

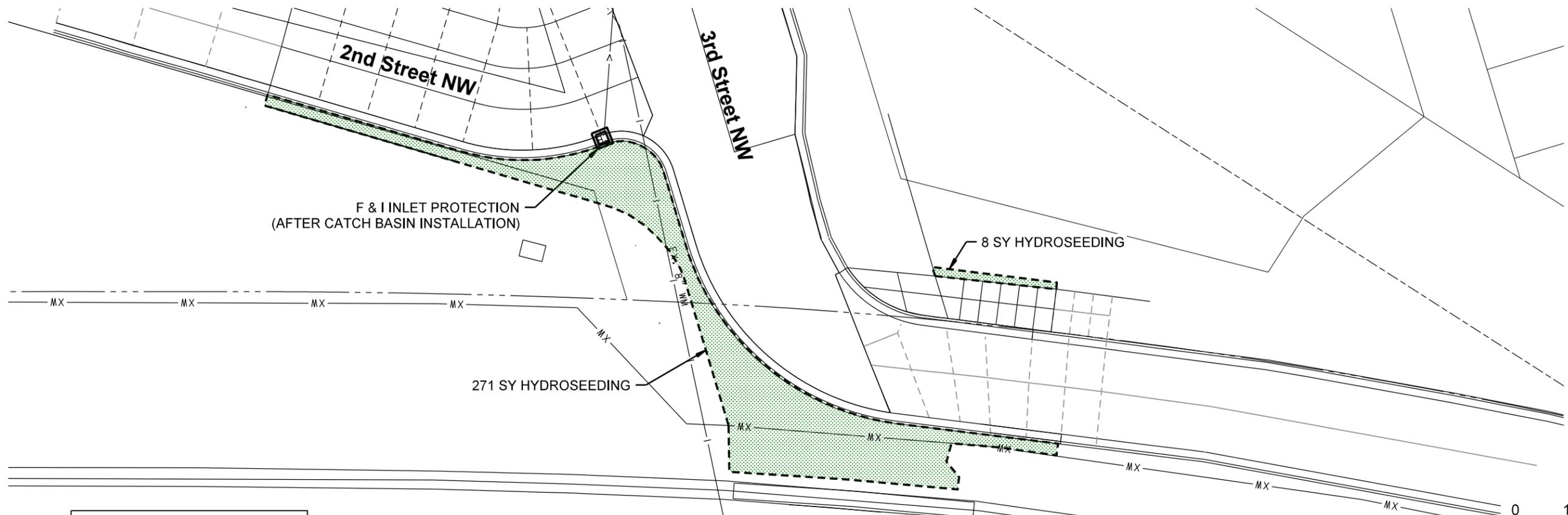
DATE:      AS SHOWN:      MHA:      SRE:      SRE:  
 SCALE:      DRAWN BY:      CHECKED BY:  
 JOB NUMBER: 32556-2024-1835

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

SHEET NO.  
**C6.0**  
 SHEET OF

DATE	REV#	REVISION DESCRIPTION
04/20/2023	AS SHOWN	

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

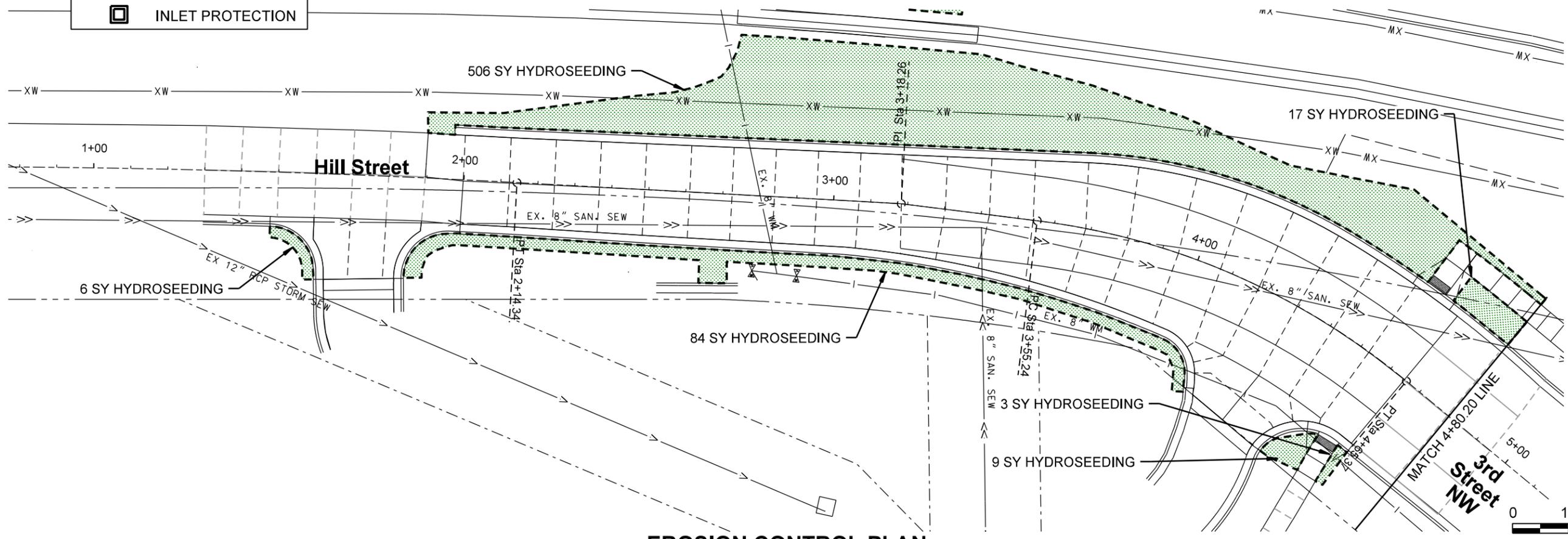


**EROSION CONTROL PLAN**

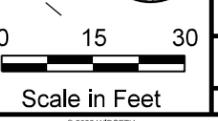


**LEGEND**

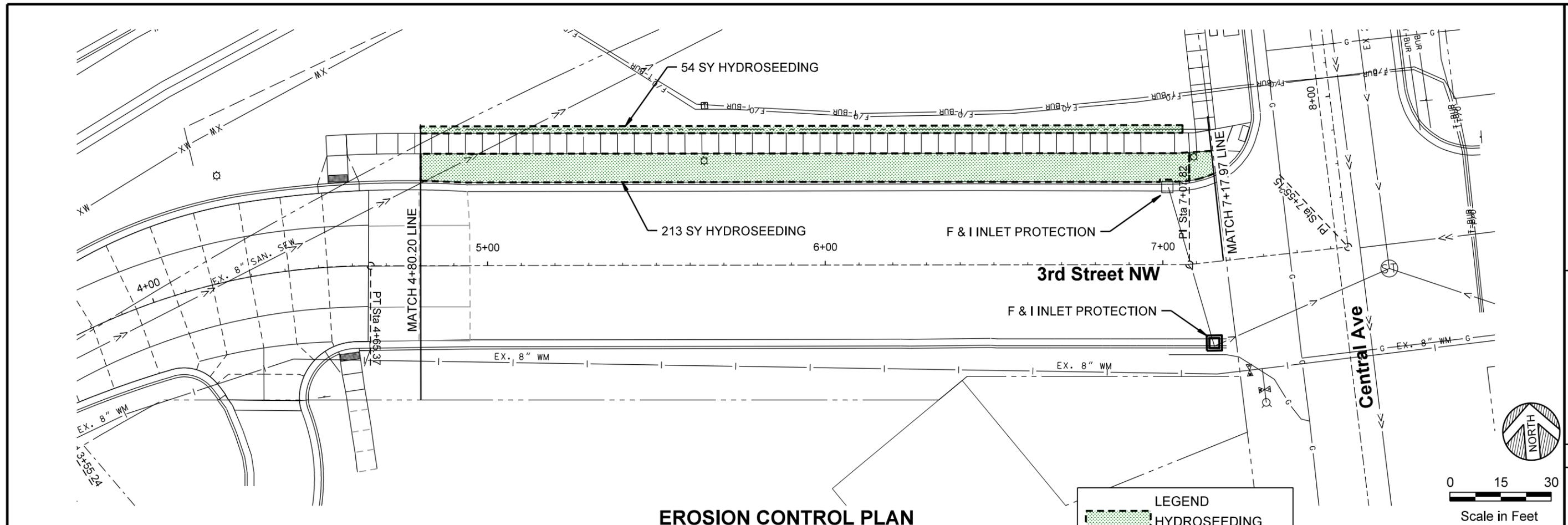
- HYDROSEEDING
- INLET PROTECTION



**EROSION CONTROL PLAN**



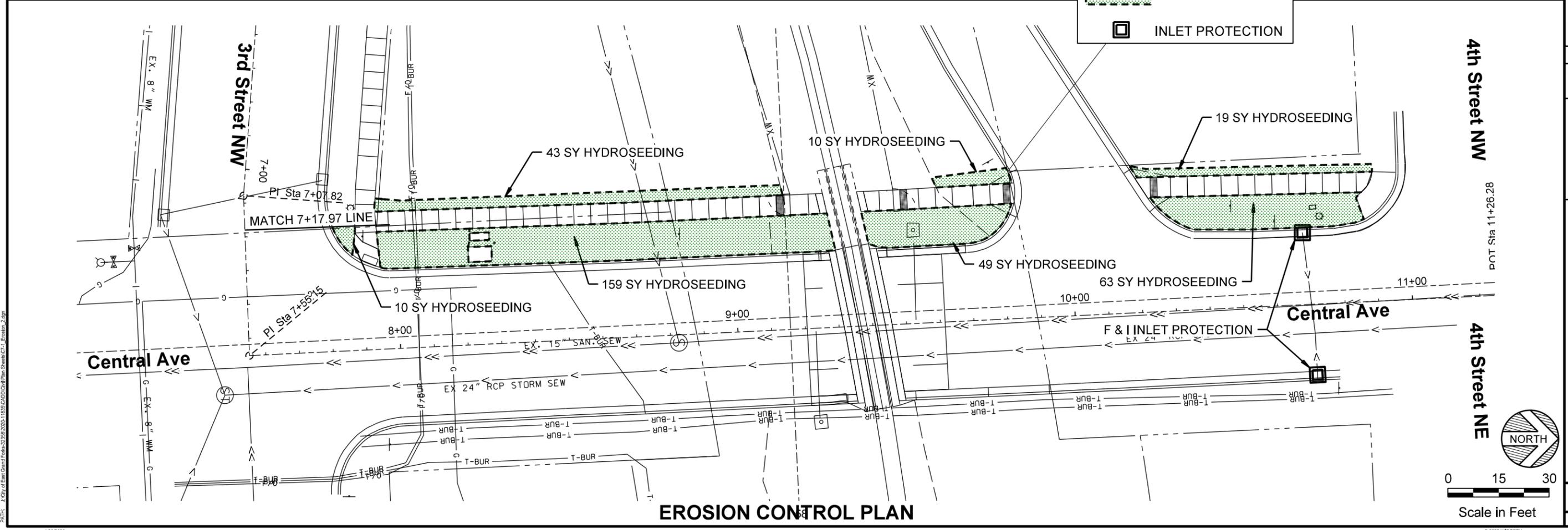
MODEL: Detail; PATH: J:\2022\City of East Grand Forks\2022-1835-CAD\03-Plan\_Sheet\_C7.0\_Erosion\_1.dgn



**EROSION CONTROL PLAN**

**LEGEND**

- HYDROSEEDING
- INLET PROTECTION



**EROSION CONTROL PLAN**

**LEGEND**

- HYDROSEEDING
- INLET PROTECTION



**WIDSETH**  
ARCHITECTS • ENGINEERS • SCIENTISTS • SURVEYORS

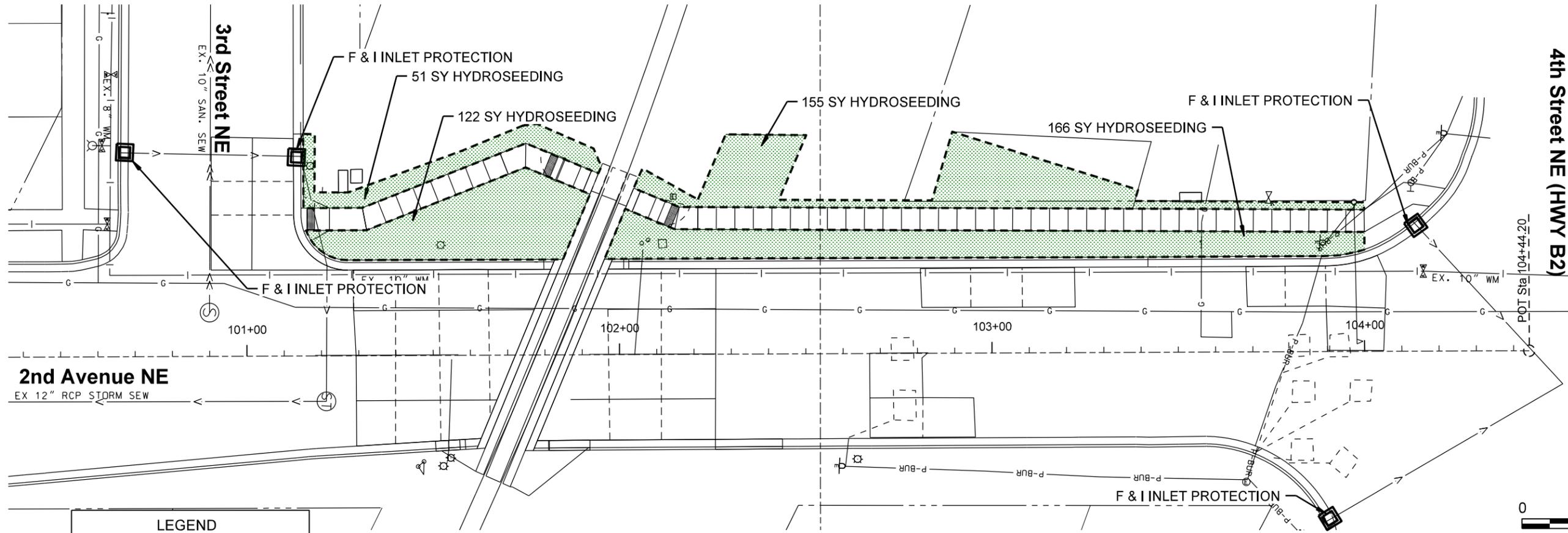
DATE: 04/20/2023  
SCALE: AS SHOWN  
DRAWN BY: MHA  
CHECKED BY: SRE  
JOB NUMBER: 225356-2024-11635

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

**C7.1**

EROSION CONTROL PLAN

MODEL: D:\proj\225356-2024-11635\CADD\Civil\Plan\_Sheet\C7.1\_Erosion.dwg  
DATE: 4/20/2023

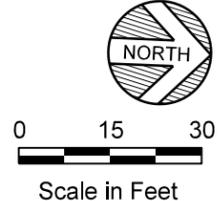


**LEGEND**

 HYDROSEEDING

 INLET PROTECTION

**EROSION CONTROL PLAN**



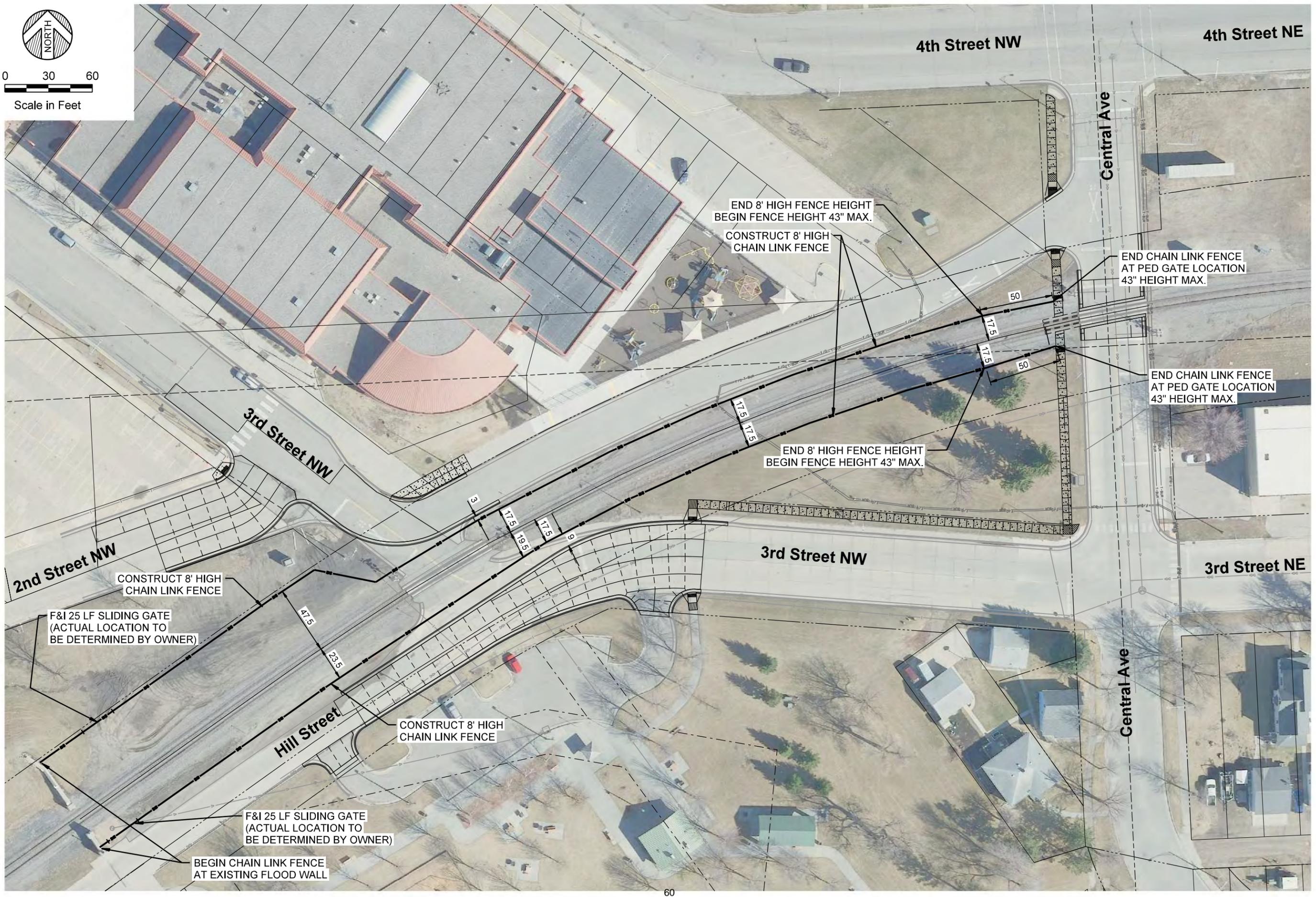
BY: I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.  
STEVEN R. EMERY DATE: 04/20/2023 LIC. NO.: 41394

DATE	REV#	REVISION DESCRIPTION
04/20/23 <td>1 <td>AS SHOWN </td></td>	1 <td>AS SHOWN </td>	AS SHOWN
	2	
	3	
	4	

2022 CITY PROJECT NO. 3  
QUIET ZONE - STREET & SIDEWALK IMPROVEMENTS  
EAST GRAND FORKS, MINNESOTA  
JOB NUMBER: 32356-2024-11635



0 30 60  
Scale in Feet



BY: STEVEN R. EMERY  
DATE: 04/20/2023  
LIC. NO.: 41394

DATE	REV#	REVISION DESCRIPTION
	1	
	2	
	3	

DATE: AS SHOWN  
SCALE: MBE  
DRAWN BY: SRE  
CHECKED BY:  
JOB NUMBER: 22556-2024-11635

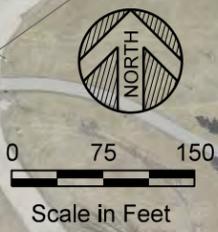
2022 CITY PROJECT NO. 3  
QUIET ZONE - STREET & SIDEWALK IMPROVEMENTS  
EAST GRAND FORKS, MINNESOTA  
FENCING PLAN

SHEET NO. **C8.0**  
SHEET OF

MODEL: Detail  
PATH: J:\2022\City of East Grand Forks\2022-11635\CADD\Civil\Print\Sheet\C8.0\_FENCING.dwg



MODEL: Detail - J:\City of East Grand Forks\32356\2024-1835\CADD\Civil\Plan\_Sheet\_C03\_Traffic\_Detour.dwg  
DATE: 4/20/2023



**WIDSETH**  
ARCHITECTS • ENGINEERS • SCIENTISTS • SURVEYORS

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

TRAFFIC CONTROL DETOUR PLAN (PHASE 1)

DATE	SCALE	DATE	REVISION DESCRIPTION
04/20/2023	AS SHOWN		
	MBA		
	SRE		

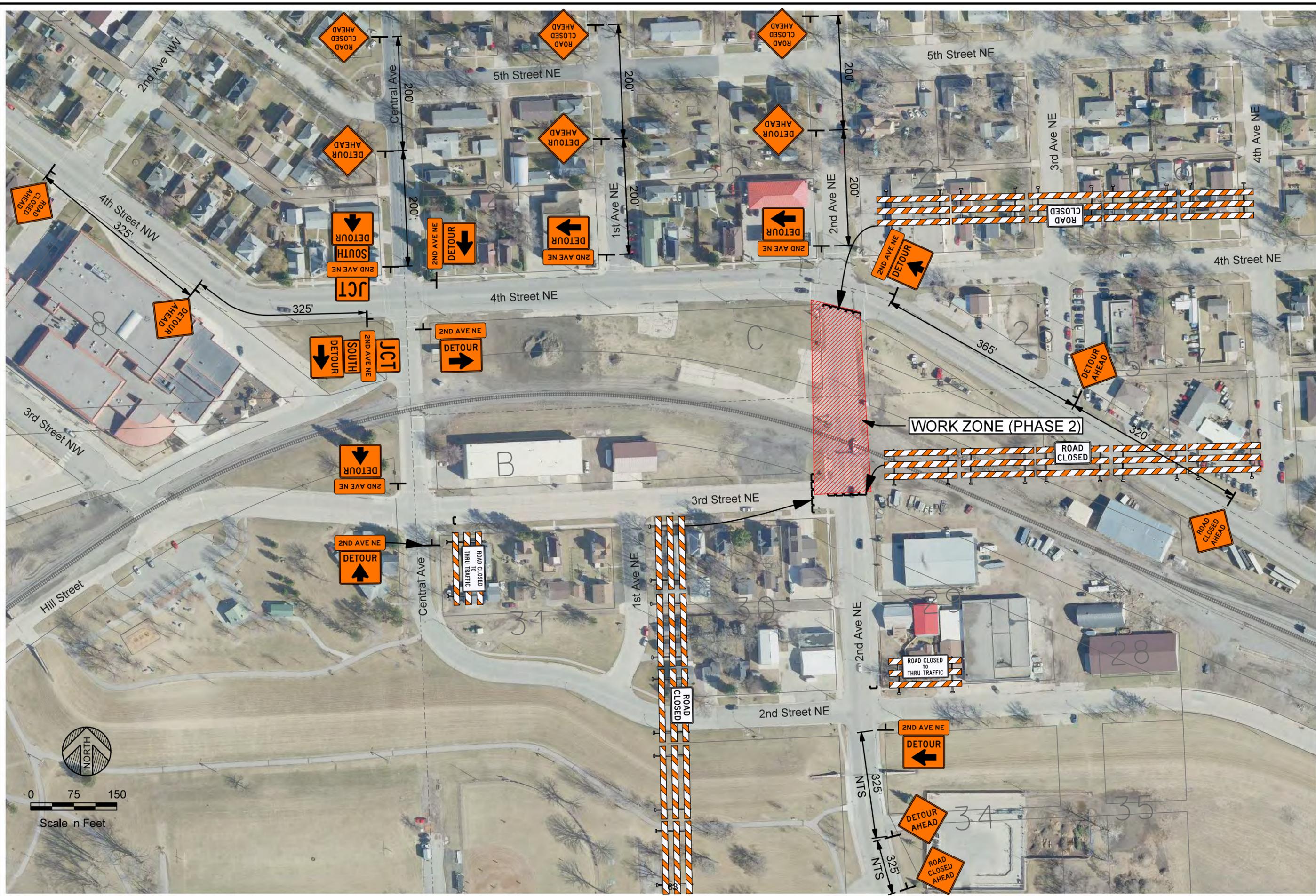
CHECKED BY: [Signature]  
JOB NUMBER: 32356-2024-1835

BY: [Signature]  
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND IN ACCORDANCE WITH THE PROFESSIONAL ENGINEERING UNDER THE LAWS OF THE STATE OF MINNESOTA.

STEVEN R. EMERY  
DATE: 04/20/2023  
LIC. NO.: 41394

SHEET NO. **C9.1**  
SHEET OF

MODEL: Detail  
PATH: J:\City of East Grand Forks\2022\2022-1835-CAD\City Plan\_Sheet\C9.2\_Traffic\_Detour.dwg



**WIDSETH**  
ARCHITECTS • ENGINEERS • SCIENTISTS • SURVEYORS

2022 CITY PROJECT NO. 3  
QUIET ZONE - STREET & SIDEWALK IMPROVEMENTS  
EAST GRAND FORKS, MINNESOTA  
TRAFFIC CONTROL DETOUR PLAN (PHASE 2)

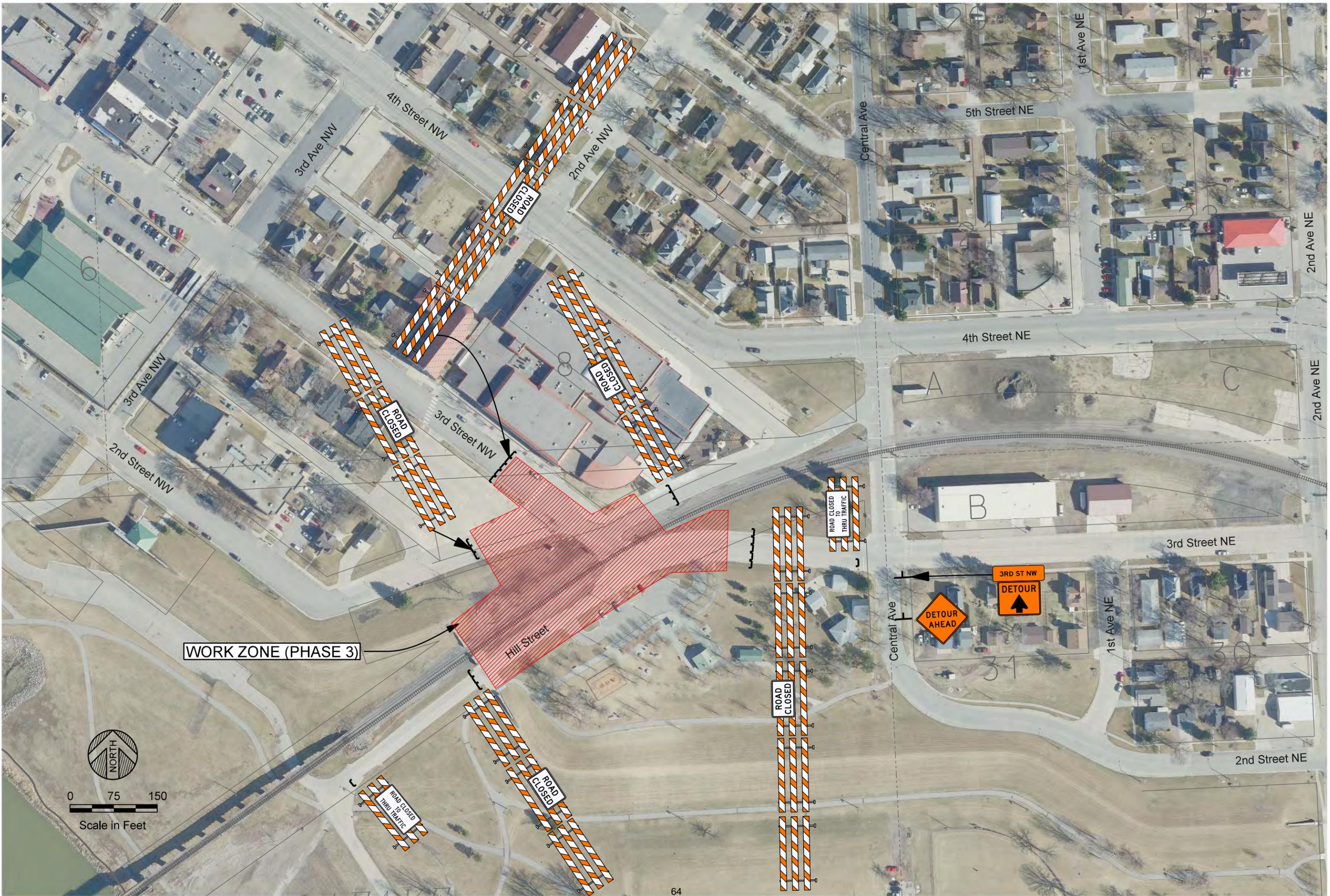
DATE	SCALE	DATE	REV#	REVISION DESCRIPTION
04/20/2023	AS SHOWN		1	
			2	
			3	

DATE: 04/20/2023  
BY: STEVEN R. EMERY  
SCALE: AS SHOWN  
DRAWN BY: MBE  
CHECKED BY: SRE  
JOB NUMBER: 22358-2024-11935  
LIC. NO.: 41394

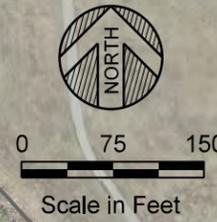
HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND IN ACCORDANCE WITH THE PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

SHEET **C9.2** OF

MODEL: Detail  
PATH: J:\City of East Grand Forks\2022\2024-1835\CADD\CityPlan\_Sheet\_C9.3\_Traffic\_Detour.dwg



WORK ZONE (PHASE 3)



**WIDSETH**  
ARCHITECTS • ENGINEERS • SCIENTISTS • SURVEYORS

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

SHEET NO. **C9.3**

DATE	SCALE	DRAWN BY	CHECKED BY	JOB NUMBER
04/20/2023	AS SHOWN	MBA	SRE	32356-2024-11635

REVISION DESCRIPTION	DATE	REV#
		1
		2
		3
		4

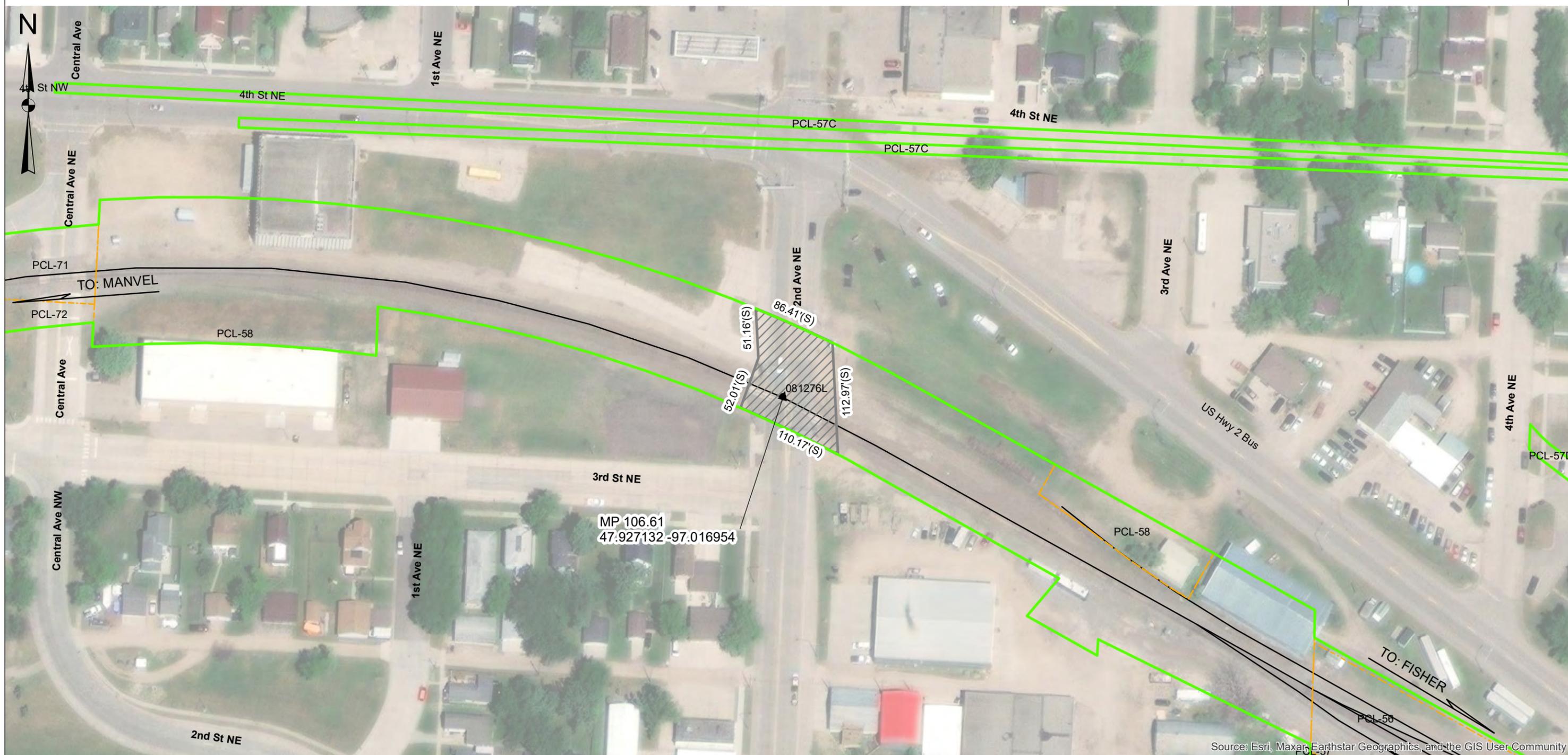
BY: I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND IN ACCORDANCE WITH THE PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.  
STEVEN R. EMERY DATE: 04/20/2023 LIC. NO. 41394

**Exhibit A-1**

JLL TI #: -  
 BW Proj. No.: 12196.003  
 MAP REFERENCE:  
 STA. = s60868  
 R/W = -

SCALE: 1 IN = 100 FT

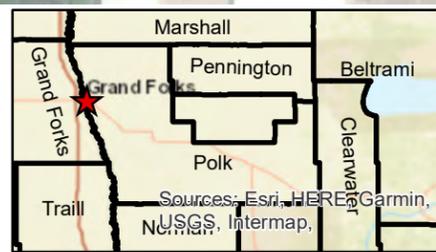
This map used by BNSF RAILWAY COMPANY in the ordinary course of business, but it is subject to audit and should be used only with the expressed understanding the BNSF make no representations whatsoever about the quality, accuracy, errors or omissions relating to this map.



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

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

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



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

TWIN CITIES DIVISION  
 GRAND FORKS SUBDIVISION - L.S. 0032-3  
 VAL.SEC. 69026  
 GN RY MN-26, MAP S-6-A  
 SEC. 2/2, T151N, R50W 5PM  
 DATE: 1/22/2024  
 MP 106.61

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

**THIS EASEMENT AGREEMENT FOR AT GRADE CROSSING ("Easement Agreement")** is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ 2024 ("**Effective Date**"), by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Grantor**"), and **The City of East Grand Forks, a political subdivision of the State of Minnesota ("Grantee")**.

A. Grantor owns or controls certain real property situated at or near the vicinity of East Grand Forks, County of Polk, State of Minnesota, at Railroad Line Segment 32 Mile Post 106.61, as described or depicted on **Exhibit "A"** attached hereto and made a part hereof (the "**Premises**")

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

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

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

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

**Section 1     Granting of Easement.**

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

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

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

- (a) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any existing pipe, power, communication, cable, or utility lines and appurtenances and other facilities or structures of like character (collectively, "**Lines**") upon, over, under or across the Premises;
- (b) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Premises; and

- (c) to use the Premises in any manner as the Grantor in its sole discretion deems appropriate, provided Grantor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Grantee for the Easement Purpose.

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

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

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

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

be done at such times and with such frequency as to comply with Grantee and local laws and regulations and abate any and all hazard of fire.

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

**Section 7 Environmental.**

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

7.2 Notice of Release. Grantee shall give Grantor immediate notice to Grantor's Resource Operations Center at (800) 832-5452 of any release of Hazardous Materials on, from, or affecting the Premises. Grantee shall use its best efforts to immediately respond to any release on or from the Premises. Any violation of Environmental Laws or any inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Grantee's use of the Premises must be immediately reported to Grantor at EnvironmentalLeases@bnsf.com. Grantee also shall give Grantor prompt notice of all measures undertaken on behalf of Grantee to investigate, remediate, respond to or otherwise cure a release or violation.

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

7.4 Soils and Materials Management.

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

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

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

7.5 Preventative Measures. Grantee shall promptly report to Grantor in writing any conditions or activities upon the Premises known to Grantee which create a risk of harm to persons, property or the environment and shall take all reasonable actions necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Grantee's reporting to Grantor shall not relieve Grantee of any

obligation whatsoever imposed on it by this Easement Agreement. Grantee shall promptly respond to Grantor's request for information regarding said conditions or activities.

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

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

7.8 "Environmental Law(s)" shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., CERCLA; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

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

## **Section 8 Default and Termination**

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

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

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

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

## **Section 9** Surrender of Premises.

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

- (a) remove all or such portion of Grantee's Improvements and all appurtenances thereto from the Premises, as Grantor directs at Grantor's sole discretion;
- (b) repair and restore any damage to the Premises arising from, growing out of, or connected with Grantee's use of the Premises, including, but not limited to, environmental damage;
- (c) remedy any unsafe conditions on the Premises created or aggravated by Grantee; and
- (d) leave the Premises in the condition which existed as of the Effective Date.

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

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

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

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

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

**Section 14**    **Miscellaneous.**

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

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

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

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

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

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

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

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

**GRANTOR:**

**BNSF RAILWAY COMPANY**, a Delaware corporation

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

**GRANTEE:**

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT "A"**

**Premises**



**EXHIBIT "B"**

**MEMORANDUM OF EASEMENT**

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

**WITNESSETH:**

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

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

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

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

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

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

**END OF PAGE – SIGNATURE PAGE FOLLOWS**



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

**GRANTOR:**

**BNSF RAILWAY COMPANY**, a Delaware corporation

By: \_\_\_\_\_  
Name: Dean Ferris  
Title: \_\_\_\_\_

STATE OF TEXAS           §  
                                      §  
COUNTY OF TARRANT   §

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

\_\_\_\_\_  
Notary Public

My appointment expires: \_\_\_\_\_

(Seal)



**GRANTEE:**

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

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

\_\_\_\_\_  
Notary Public

My appointment expires: \_\_\_\_\_

(Seal)



## EXHIBIT "C"

### CONTRACTOR REQUIREMENTS

#### 1. General

1. The Contractor must cooperate with BNSF RAILWAY COMPANY, hereinafter referred to as "Railway" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the construction of 2<sup>nd</sup> Ave NE near and around railroad crossing DOT# 081276L.
2. The Contractor must execute and deliver to the Railway duplicate copies of the Exhibit "C-1" Agreement, in the form attached hereto, obligating the Contractor to provide and maintain in full force and effect the insurance called for under Section 3 of said Exhibit "C-1". Questions regarding procurement of the Railroad Protective Liability Insurance should be directed to Rosa Martinez at Marsh, USA, 214-303-8519.
3. The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.
4. The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations. Railway will have the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by Railway; (ii) Contractor (or any of its subcontractors), in Railway's opinion, prosecutes the Project work in a manner which is hazardous to Railway property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Contractor fails to pay Railway for the Temporary Construction License or the Easement. The work stoppage will continue until all necessary actions are taken by Contractor or its subcontractor to rectify the situation to the satisfaction of Railway's Division Engineer or until additional insurance has been delivered to and accepted by Railway. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, Railway may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of Railway. Railway's right to stop the work is in addition to any other rights Railway may have including, but not limited to, actions or suits for damages or lost profits. In the event that Railway desires to stop construction work on the Project, Railway agrees to immediately notify the following individual in writing:



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

5. The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to environmental laws and regulations (including but not limited to the Resource Conservation and Recovery Act, as amended; the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA), and health and safety laws and regulations. The Contractor hereby indemnifies, defends and holds harmless Railway for, from and against all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railway which arise out of Contractor's work under this Agreement.
6. The Contractor must notify **The City of East Grand Forks** at 218-773-2483 and Railway's Manager Public Projects, telephone number 763-782-3476 at least thirty (30) calendar days before commencing any work on Railway Property. Contractor's notification to Railway must refer to Railway's file BF-20265885.
7. For any bridge demolition and/or falsework above any tracks or any excavations located with any part of the excavations located within, whichever is greater, twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 2 horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor must furnish the Railway five sets of working drawings showing details of construction affecting Railway Property and tracks. The working drawing must include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and two sets of structural calculations of any falsework, shoring or cribbing. For all excavation and shoring submittal plans, the current "BNSF-UPRR Guidelines for Temporary Shoring" must be used for determining the design loading conditions to be used in shoring design, and all calculations and submittals must be in accordance with the current "BNSF-UPRR Guidelines for Temporary Shoring". All submittal drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. All calculations must take into consideration railway surcharge loading and must be designed to meet American Railway Engineering and Maintenance-of-Way Association (previously known as American Railway Engineering Association) Coopers E-80 live loading standard. All drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. The Contractor must not begin work until



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

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

## 2. Contractor Safety Orientation

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

## 3. Railway Requirements

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

15'-0" Horizontally from centerline of nearest track



- 21'-6" Vertically above top of rail
- 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts
- 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
- 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
- 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts

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

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

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



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

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

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

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



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

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

1. **Railway Flagger Services**

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



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

1. **Contractor General Safety Requirements**



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



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



## 1. Excavation

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

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

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



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

### 3. **Personal Injury Reporting**

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





## NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

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

Accident City/State: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

County: \_\_\_\_\_ Temperature: \_\_\_\_\_ Weather: \_\_\_\_\_  
(if non-BNSF location)

Name (Last/First/MI): \_\_\_\_\_

Age: \_\_\_\_\_ Gender (if available): \_\_\_\_\_

Company: \_\_\_\_\_

eRailsafe Badge Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

BNSF Contractor Badge Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_

Work activity in progress at time of accident: \_\_\_\_\_

Tools, machinery, or hazardous materials involved in accident: \_\_\_\_\_

Treatment:

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

Dr. Name: \_\_\_\_\_ Date: \_\_\_\_\_

Dr. Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Hospital Name: \_\_\_\_\_

Hospital Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Diagnosis: \_\_\_\_\_

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



**EXHIBIT "C-1"**

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

**Railway File:** \_\_\_\_\_

**Agency Project:** \_\_\_\_\_

\_\_\_\_\_, (hereinafter called "Contractor"), has entered into an agreement (hereinafter called "Agreement") dated \_\_\_\_\_, 20\_\_, with **the City of East Grand Forks** for the performance of certain work in connection with the following project: Construction of 2<sup>nd</sup> Ave NE near and around railroad crossing DOT# 081276L. Performance of such work will necessarily require Contractor to enter **BNSF RAILWAY COMPANY** (hereinafter called "Railway") right of way and property (hereinafter called "Railway Property"). The Agreement provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for **the City of East Grand Forks** (i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

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

**1) RELEASE OF LIABILITY AND INDEMNITY**

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



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

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



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

## 2) TERM

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

## 3) INSURANCE

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

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



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

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

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

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

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

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

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

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



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

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

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

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

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

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

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



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

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

**Other Requirements:**

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

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

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

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

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

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



Email: [BNSF@certfocus.com](mailto:BNSF@certfocus.com)  
[www.certfocus.com](http://www.certfocus.com)

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

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

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

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

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

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

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

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

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



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

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

#### **4) SALES AND OTHER TAXES**

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



its own name, Contractor shall, if requested by Railway at Railway's sole cost and expense, contest in Contractor's own name the validity, applicability or amount of such Sales Tax and allow Railway to control and conduct such contest.

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

## **5) EXHIBIT "C" CONTRACTOR REQUIREMENTS**

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

## **6) TRAIN DELAY**

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



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

SIGNATURE PAGE FOLLOWS



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

\_\_\_\_\_  
Contractor Legal Name

**BNSF RAILWAY COMPANY**

Signature:\_\_\_\_\_

Signature:\_\_\_\_\_

Printed Name:\_\_\_\_\_

Printed Name:\_\_\_\_\_

Title:\_\_\_\_\_

Title: Manager Public Projects

Date:\_\_\_\_\_

Date:\_\_\_\_\_

Accepted and effective this \_\_\_\_\_ day of 20\_\_.

Contact Person:\_\_\_\_\_

Address:\_\_\_\_\_

City:\_\_\_\_\_

State:\_\_\_\_\_

Zip:\_\_\_\_\_

Fax:\_\_\_\_\_

Phone:\_\_\_\_\_

E-mail:\_\_\_\_\_



**EXHIBIT D**

AUTHORITY FOR EXPENDITURE

LOCATION : MINNESOTA/NO D	LINE SEGMENT : 32	AFE NUMBER :
PLANITEM NUMBER : 933810001	MILEPOST : 106.6 TO 106.9	RFA NUMBER : 5906124
PROPERTY OF : BNSF RAILWAY COMPANY	DIVISION : TC	CPAR NUMBER : CB960023
OPERATED BY : BNSF RAILWAY COMPANY	SUBDIVISION : GRAND FORKS	BUDGET YEAR : 2024
JOINT FACILITY : EAST GRAND FORKS	TRACK TYPE : S	BUDGET CLASS : 6
% BILLABLE (+/-) : 100.0	TAX STATE : MN	REPORTING OFFICE : 124
	SPONSOR : VP ENGINEERING	CENTER/ROLLUP : 13537

PURPOSE, JUSTIFICATION AND DESCRIPTION

PIP, TCW DIV, GRAND FORKS SUB, DOT# 081276L, LS 32, MP 106.6 TO 106.9, 100% BILLABLE TO E GRAND FORKS. CITY OF EAST GRAND FORKS TO FUND THE EXTENSION OF DOT# 081276L 2ND AVE NE TO ACCOMMODATE PEDESTRIAN FACILITIES ON THE WEST SIDE OF THE CROSSING.

PRIMARY FUNDING SOURCE IS FHWA

\*\* BUY AMERICA(N) APPLIES \*\*

PLAN ITEM	LINE SEG	BEG MP	END MP	TRK NBR	BEGIN STATION	END STATION	PROJECT TYPE	BUD YEAR
933810001	32	106.6	106.9	S	MINNESOTA/NO	MINNESOTA/NO D	PUBLIC IMPROVEMENT PROJECT	2024

	CASH CAPITAL	NONCASH CAPITAL	OPERATING EXP	REMOVAL COSTS	BILLABLE	TOTALS
LABOR COSTS	0	0	0	0	28,339	28,339
MATERIAL COSTS	0	0	0	0	5,674	5,674
OTHER COSTS	0	0	0	0	3,442	3,442
<b>TOTALS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>37,455</b>	<b>37,455</b>

SYSTEM MAINTENANCE AND PLANNING  
 ESTIMATE REF. NUMBER: 5906124  
 COSTING DATE: 01/01/2024

PRINTED ON: 02/21/2024  
 ESTIMATED BY: STANAT  
 PRINTED BY: STANAT





Contract Number: BF-20265886

**GRADE CROSSING CONSTRUCTION AND MAINTENANCE AGREEMENT**

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

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

**RECITALS**

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

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

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

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

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



Contract Number: BF-20265886

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

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

### **ARTICLE I – SCOPE OF WORK**

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

### **ARTICLE II – RAILROAD OBLIGATIONS**

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

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



Contract Number: BF-20265886

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

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

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

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



Contract Number: BF-20265886

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

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



Contract Number: BF-20265886

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

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

### **ARTICLE III – AGENCY OBLIGATIONS**

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

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



Contract Number: BF-20265886

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



Contract Number: BF-20265886

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



Contract Number: BF-20265886

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



Contract Number: BF-20265886

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



Contract Number: BF-20265886

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

#### **ARTICLE IV – JOINT OBLIGATIONS**

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

- 1)** All work contemplated in this Agreement must be performed in a good and workmanlike manner and each portion must be promptly commenced by the party



Contract Number: BF-20265886

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

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



Contract Number: BF-20265886

work on the Project, BNSF agrees to immediately notify the following individual in writing:

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

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



Contract Number: BF-20265886

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



Contract Number: BF-20265886

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



Contract Number: BF-20265886

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

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

BNSF:                      BNSF's Manager Public Projects  
  
                                    80 44<sup>th</sup> Ave NE  
  
                                    Minneapolis, MN 55421

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

SIGNATURE PAGE FOLLOWS



Contract Number: BF-20265886

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

**BNSF RAILWAY COMPANY**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

WITNESS:

\_\_\_\_\_

**AGENCY  
CITY OF EAST GRAND FORKS**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

WITNESS:

\_\_\_\_\_

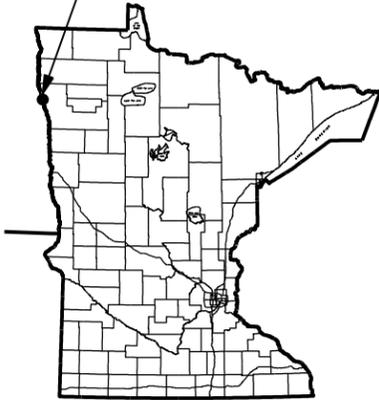


Contract Number: BF-20265886

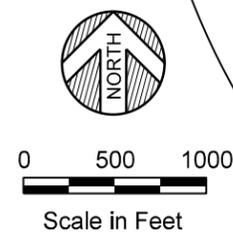
**Exhibit A**

## Construction Plans For CITY OF EAST GRAND FORKS 2022 CITY PROJECT NO.3 QUIET ZONE STREET & SIDEWALK IMPROVEMENTS East Grand Forks, Minnesota

EAST GRAND FORKS, MN



SHEET NO.	DESCRIPTION
G1.0	TITLE SHEET
G1.1	STANDARD SYMBOLS
C1.0	STATEMENT OF ESTIMATED QUANTITIES & NOTES
C1.1	GENERAL AREA LAYOUT
C1.2	EXISTING AND PROPOSED SIGN TABULATION
C2.0	UTILITY & SIGN DETAILS
C2.1	FENCING & CROSSWALK STRIPPING DETAILS
C2.2	CONSTRUCTION DETAILS
C2.3	EROSION CONTROL & RR MARKING DETAILS
C2.4 - C2.5	EXISTING & PROPOSED TYPICAL SECTIONS
C2.6 - C2.7	PEDESTRIAN RAMP LAYOUT
C2.8	PEDESTRIAN RAMP LAYOUT AT RAILROAD XING
C3.0 - C3.5	PEDESTRIAN CURB RAMP DETAILS
C4.0	REMOVAL PLAN
C4.1	CONSTRUCTION PLAN
C4.2	REMOVAL PLAN
C4.3	PLAN & PROFILE
C4.4 - C4.6	REMOVAL & CONSTRUCTION PLAN
C5.0 - C5.2	SIGNING & STRIPING PLAN
C6.0	GRADING PLAN
C7.0 - C7.2	EROSION CONTROL PLAN
C8.0	FENCING PLAN
C9.0	TRAFFIC CONTROL PLAN PHASING
C9.1 - C9.3	TRAFFIC CONTROL DETOUR PLAN (PHASE 1-3)



City of East Grand Forks, Minnesota

HORIZONTAL DATUM - NAD83 NORTH DAKOTA NORTH  
VERTICAL DATUM - NAVD29

DATE: 04/20/2023 AS SHOWN MBE SRE  
SCALE: DRAWN BY: CHECKED BY:  
JOB NUMBER: 22556-2024-1193

REVISIONS DESCRIPTION BY DATE


DATE: 04/20/2023 BY: STEVEN R. EMERY LIC. NO. 41394

HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND IN ACCORDANCE WITH THE PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

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

SHEET NO. **G1.0**  
SHEET OF

**SURVEY MONUMENTS**

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

**EXISTING TOPO SYMBOLS**

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

**EXISTING UTILITY MUNICIPAL SYMBOLS**

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

**EXISTING UTILITY MUNICIPAL SYMBOLS (cont.)**

	WATER VALVE
	WATER WELL
	UTILITY SIZE & TYPE

**EXISTING UTILITY PRIVATE SYMBOLS**

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

**EROSION CONTROL SYMBOLS**

	SURFACE DRAINAGE ARROW
	STORM DRAIN INLET PROTECTION

**TRAFFIC CONTROL DEVICES & SYMBOLS**

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

**EXISTING TOPOGRAPHIC LINES**

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

**EXISTING TOPOGRAPHIC LINES (CONT.)**

	WATERMAIN
	SILT FENCE TYPE MACHINE SLICED
	WETLAND EDGE

**EROSION CONTROL LINES**

	BIO ROLL
	SILT FENCE

**R/W, LOT & EASEMENTS LINES**

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

**HATCH PATTERN AND SHADING LEGEND**

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

**PLAN SYMBOLS**

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

**PLAN SYMBOLS (CONT.)**

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

**PLAN SYMBOLS (CONT.)**

	BUILDING (ONE STORY FRAME)
	F-FRAME
	C-CONCRETE
	S-STONE
	T-TILE
	B-BRICK
	ST-STUCCO
	IRON PIPE OR ROD
	MONUMENT (STONE, CONCRETE OR METAL)
	WOODEN HUB
	GRAVEL PIT
	SAND PIT
	BORROW PIT
	ROCK QUARRY
	SLOPE EASEMENT

**UTILITIES SYMBOLS**

	POWER POLE LINE
	TELEPHONE OR TELEGRAPH POLE LINE
	JOINT TELEPHONE AND POWER ON POWER POLES
	JOINT TELEPHONE AND POWER ON TELEPHONE POLES
	ANCHOR
	STEEL TOWER
	STREET LIGHT
	PEDESTAL (TELEPHONE CABLE TERMINAL)
	GAS MAIN
	WATERMAIN
	CONDUIT
	TELEPHONE CABLE IN CONDUIT
	ELECTRIC CABLE IN CONDUIT
	TELEPHONE MANHOLE
	ELECTRIC MANHOLE
	BURIED TELEPHONE CABLE
	BURIED ELECTRIC CABLE
	AERIAL TELEPHONE CABLE
	SEWER (SANITARY OR STORM)
	SEWER MANHOLE

**WIDSETH**  
ARCHITECTS • ENGINEERS • SCIENTISTS • SURVEYORS

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

STANDARD SYMBOLS

DATE	04/20/2023
SCALE	NO SCALE
DRAWN BY	MBA
CHECKED BY	SRE
JOB NUMBER	32356-2024-11936

BY: REVISIONS DESCRIPTION

DATE	REV#	DESCRIPTION
	1	
	2	
	3	
	4	

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

STEVEN R. EMERY      DATE: 04/20/2023      LIC. NO. 41394

STATEMENT OF ESTIMATED QUANTITIES			
ITEM NO.	DESCRIPTION	UNIT	QUANTITY
01 1000	Mobilization	LS	1
01 5526	Traffic Control	LS	1
01 5526	Furnish & Install Sign Panel & Post	EA	28
	Install Salvaged Sign Panel & Post	EA	4
01 5713	Inlet Protection	EA	8
01 5713	Temporary Construction Entrance	EA	1
02 4100	Remove Bituminous Pavement	SY	337
02 4100	Remove Concrete Pavement	SY	2052
02 4100	Remove Concrete Curb & Gutter	LF	898
02 4100	Remove Concrete Driveway Pavement	SY	321
02 4100	Remove Concrete Sidewalk	SF	3228
02 4100	Remove Catch Basin Casting	EA	2
02 4100	Remove Sign Panel & Post	EA	8
02 4100	Salvage Sign Panel & Post	EA	8
	Adjust Frame & Ring Casting	EA	1
31 2200	Subgrade Preparation	SY	1976
31 2200	Common Excavation (P)	CY	128
31 2200	Compaction Tests	EA	??
32 1123	Aggregate Base Course (CV)	CY	288
32 1123	Geogrid Fabric	SY	1976
32 1216	Bituminous Transition	SY	254
32 1600	4" Concrete Sidewalk	SF	4610
32 1600	6" Concrete Sidewalk	SF	659
32 1600	7" Reinforced Concrete Pavement	SY	896
32 1600	8" Reinforced Concrete Pavement	SY	629
	8" Concrete Median	SY	224
32 1600	Reinforcement / Tie Bars (Epoxy Coated)	LBS	?
32 1600	Concrete Curb & Gutter, Design B624	LF	1013
32 1600	6" Concrete Driveway	SY	1840
32 1600	Detectable Warning Panels	SF	97
32 9219	Topsoil Borrow (LV)	CY	72
32 9219	Turf Establishment	SY	1351
	Pedestrian Access Gate	EA	4
	Site Fencing	LF	1540
33 4111	Storm Sewer Manhole Casting Assembly	EA	1
33 4111	Catch Basin Casting Assembly	EA	1
	Solid White Paint-Cross Walk	SF	492
	24" Solid Line Paint-White	LF	570
	Median Solid Paint-Yellow	LF	755
	4" Solid Double Yellow	LF	52
	4" Solid White Paint	LF	155
	Pavement Marking White Paint (Left Turn)	SF	15
	Pavement Marking White Paint (Straight-Right Turn)	SF	26
	Railroad Crossing Pavement Marking	EA	4

**GENERAL NOTES**

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



BY: I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.  
 STEVEN R. EMERY DATE: 04/20/2023 LIC. NO. 41394

REVISION DESCRIPTION	REV#	DATE
	1	
	2	
	3	
	4	

DATE: 04/20/23	NO SCALE	MBA	SRE
SCALE:	DRAWN BY:	CHECKED BY:	JOB NUMBER: 32358-2024-11935

2022 CITY PROJECT NO. 3  
 QUIET ZONE - STREET & SIDEWALK IMPROVEMENTS  
 EAST GRAND FORKS, MINNESOTA  
 STATEMENT OF ESTIMATED QUANTITIES - GENERAL NOTES

SHEET NO. **C1.0**  
 SHEET OF



MODEL: Detail -  
 PATH: J:\2022\City of East Grand Forks\325562024-1835-CADD\Civil\Plan\_Signals\C13\_SIGN\_118.dgn

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

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

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

BY: I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.  
 STEVEN R. EMERY DATE: 04/20/2023 LIC. NO. 41394

REVISION DESCRIPTION	DATE	BY	DATE	BY

DATE: 04/20/2023  
 SCALE: NO SCALE  
 DRAWN BY: MHA  
 CHECKED BY: SRE  
 JOB NUMBER: 32556-2024-11835

**NOTES:**

WHERE INFLUENT OR EFFLUENT LINES ARE 12 INCHES OR LESS, USE SHORT LENGTHS IN AND OUT OF MANHOLE SO THAT JOINTS FALL WITHIN SIX INCHES FROM OUTSIDE OF MANHOLE WALL.

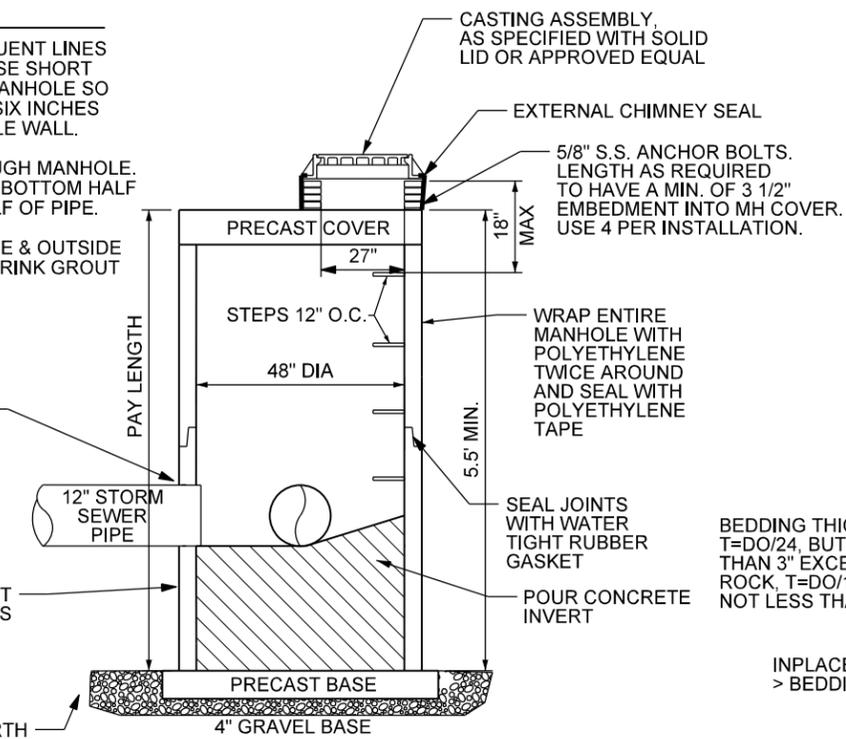
RUN MAIN LINE PIPE THROUGH MANHOLE. FORM CONCRETE AROUND BOTTOM HALF OF PIPE. CUT OUT TOP HALF OF PIPE.

GROUT AROUND PIPE INSIDE & OUTSIDE OF MANHOLE WITH NON-SHRINK GROUT

GROUT AROUND PIPE WITH NON-SHRINK GROUT

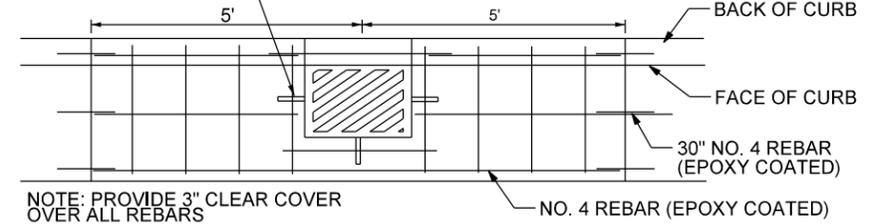
STANDARD PRECAST MANHOLE SECTIONS

UNEXCAVATED EARTH

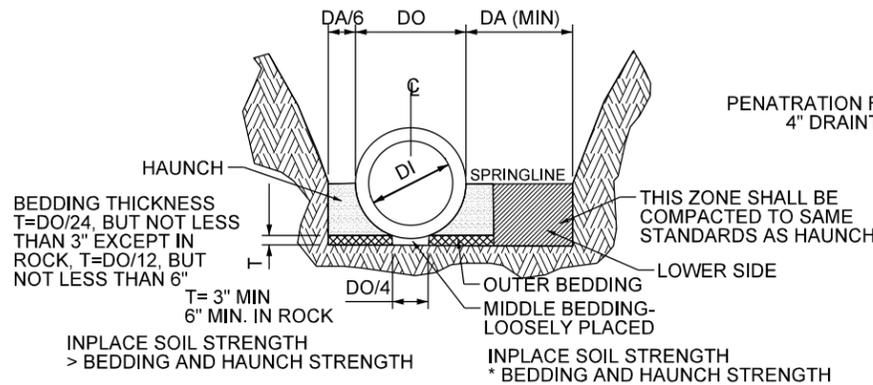


**STANDARD STORM SEWER MANHOLE DETAIL**  
NTS

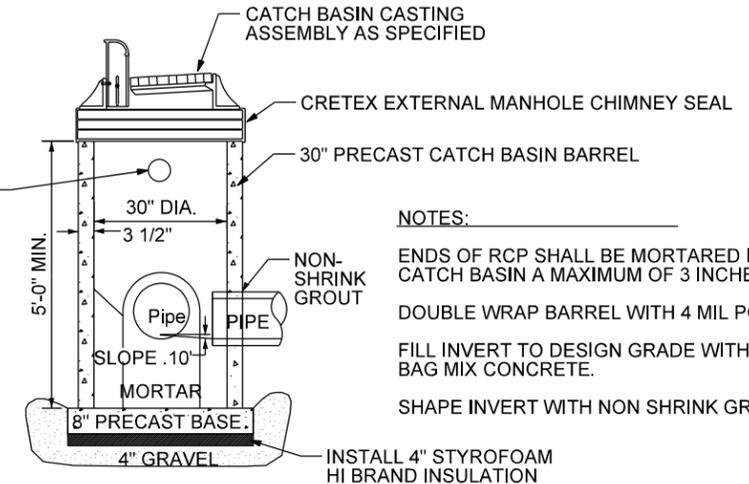
DRILL OR TORCH HOLE IN FLANGE OF CASTING TO INSTALL REBAR (TYP)



NOTE: PROVIDE 3" CLEAR COVER OVER ALL REBARS

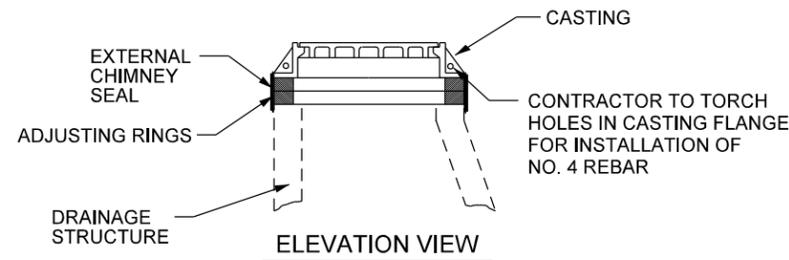


**CONCRETE PIPE BEDDING DETAIL**  
NTS

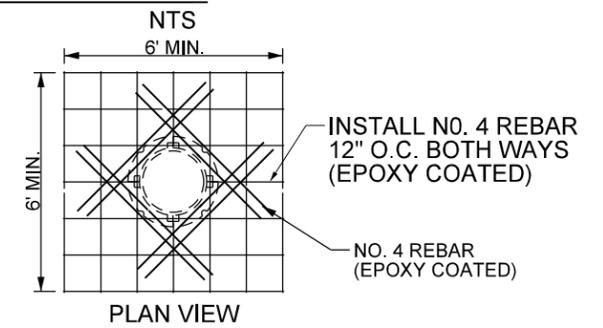


**CATCH BASIN DETAIL**  
NTS

**NOTES:**  
ENDS OF RCP SHALL BE MORTARED INTO CATCH BASIN A MAXIMUM OF 3 INCHES.  
DOUBLE WRAP BARREL WITH 4 MIL POLY.  
FILL INVERT TO DESIGN GRADE WITH 4 BAG MIX CONCRETE.  
SHAPE INVERT WITH NON SHRINK GROUT.

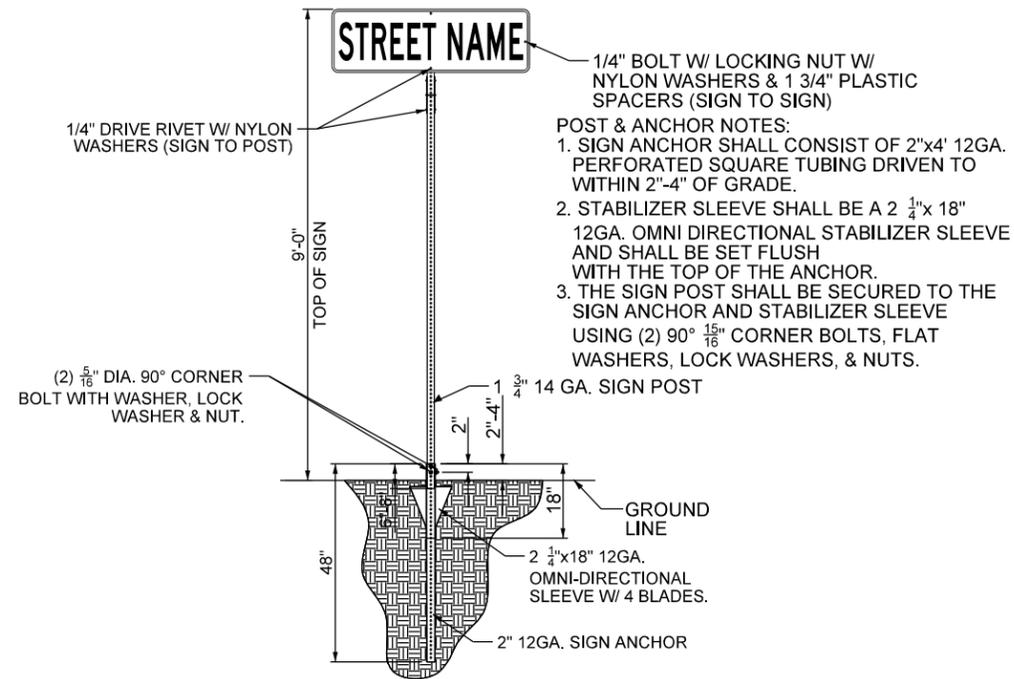


**ELEVATION VIEW**



**PLAN VIEW**

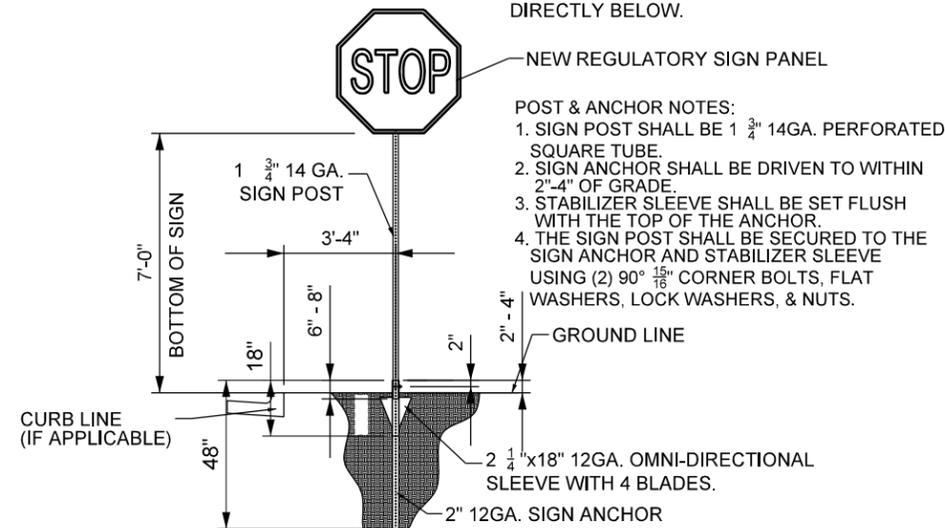
**FLOATING CASTING DETAIL**  
NTS



**STREET MARKER SIGN INSTALLATION DETAIL**

NTS

**SIGN NOTES:**  
1. PRIMARY SIGNS SHALL BE MOUNTED 7'-0" TO THE BOTTOM OF THE SIGN WITH SIGN PLAQUES TO BE MOUNTED DIRECTLY BELOW.



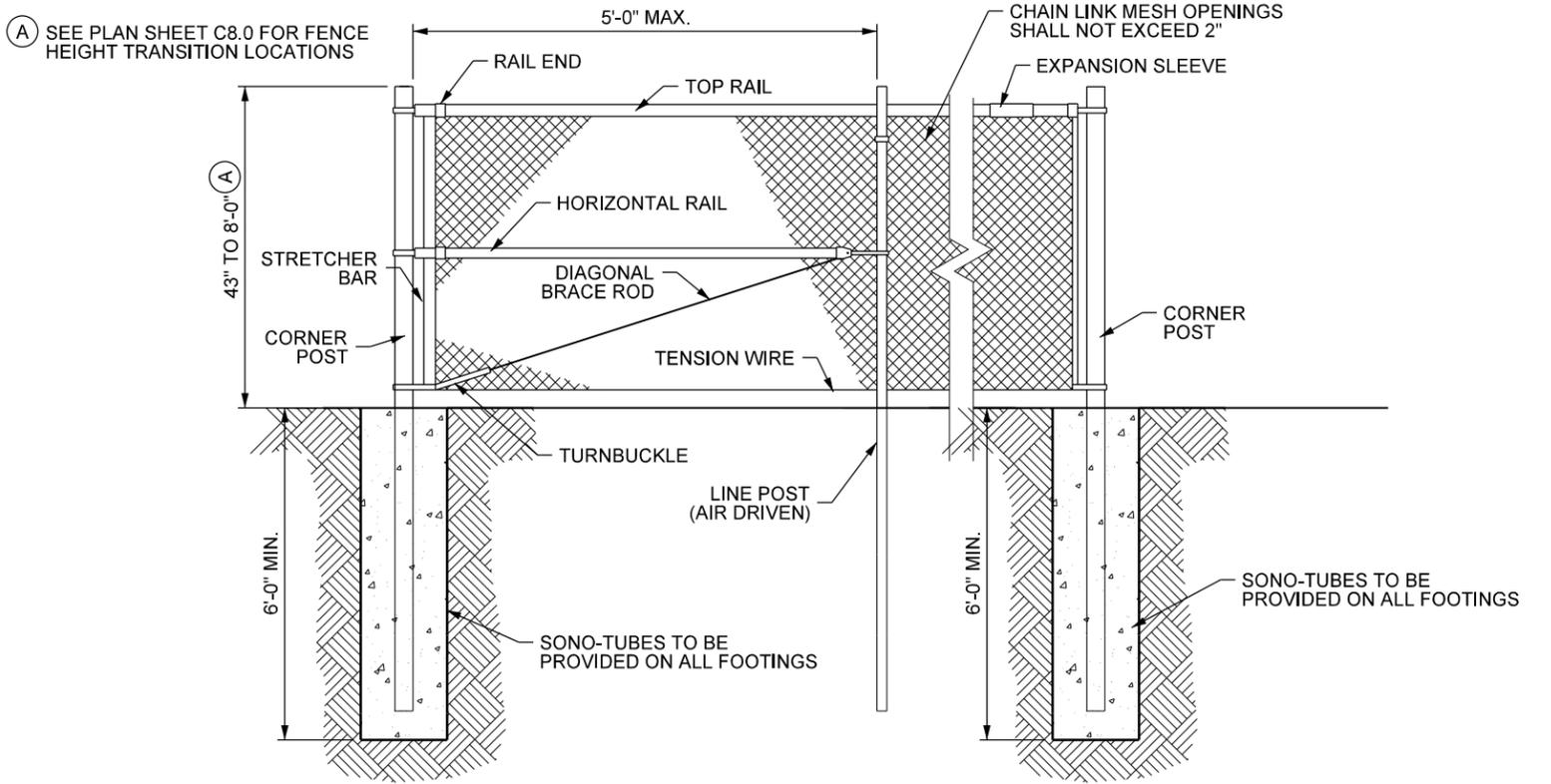
**REGULATORY SIGN INSTALLATION DETAIL**

NTS

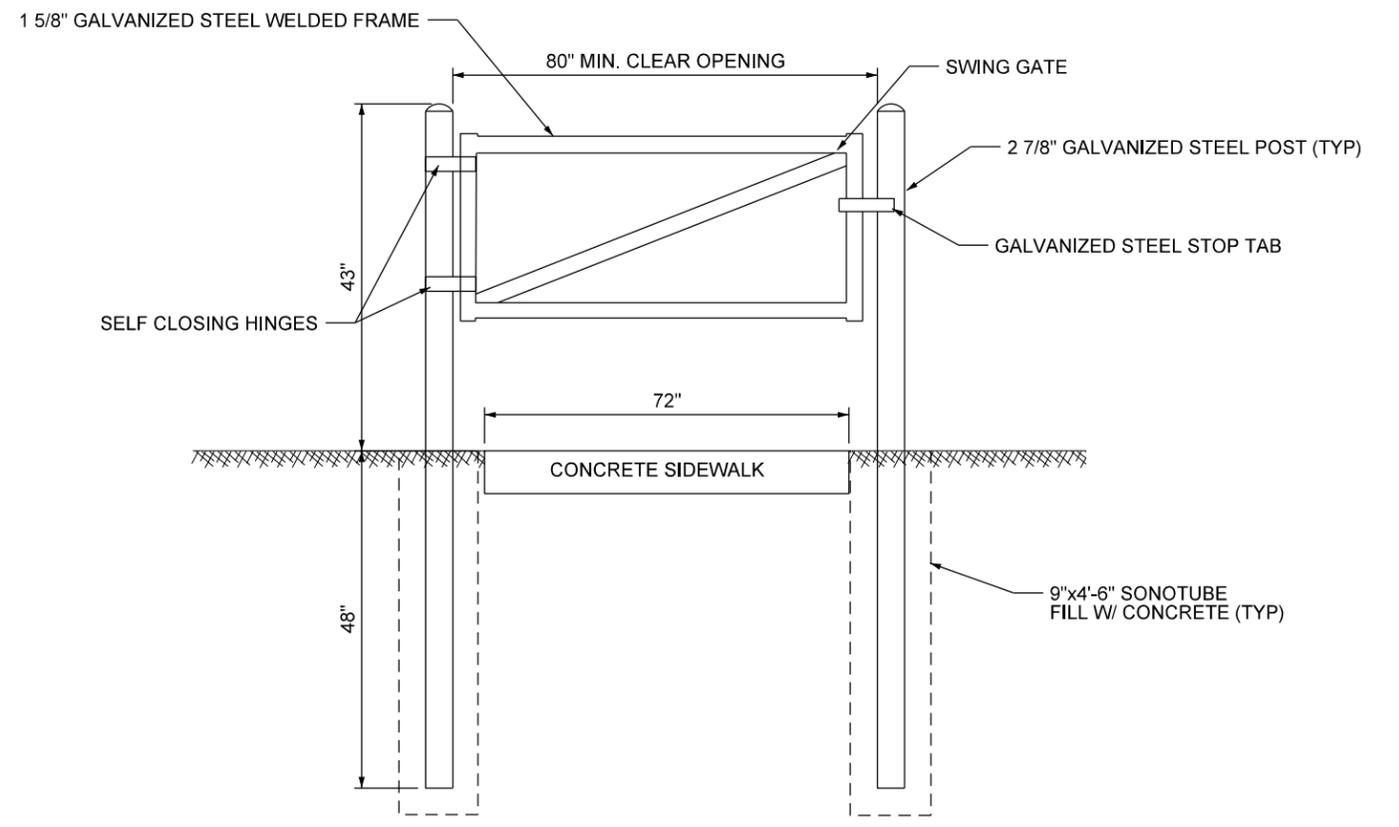
DATE	SCALE	NO. SCALE	BY	CHECKED BY	DATE	REVISION DESCRIPTION
04/20/2023	AS SHOWN	MBA	MB	SRE		

DATE	SCALE	NO. SCALE	DATE	REV#	REVISION DESCRIPTION
04/20/2023	NO SCALE	MBA		1	
		SRE		2	
				3	
				4	

2022 CITY PROJECT NO.3  
QUIET ZONE - STREET & SIDEWALK IMPROVEMENTS  
EAST GRAND FORKS, MINNESOTA  
JOB NUMBER: 32356-2024-11636  
FENCING & CROSSWALK STRIPING DETAILS



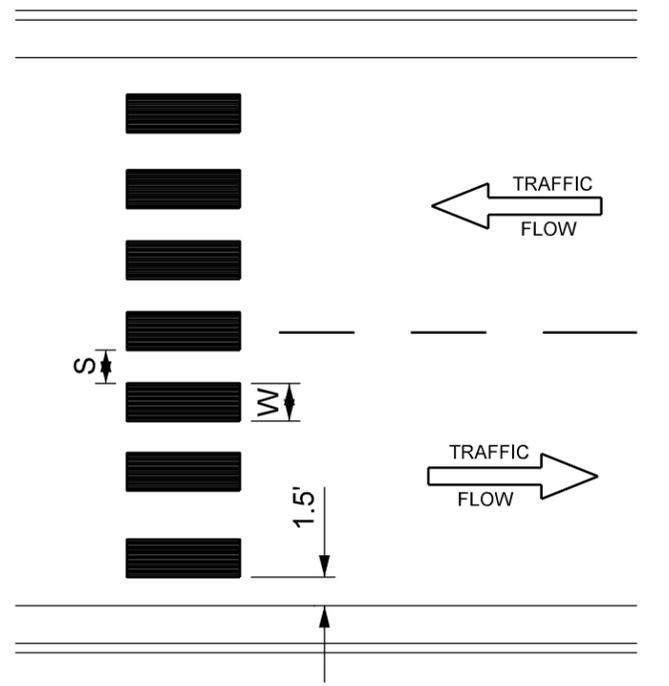
TYPICAL FENCE DETAIL  
NTS



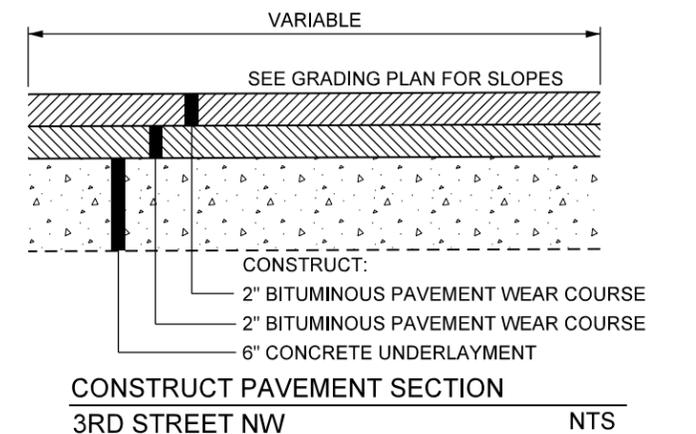
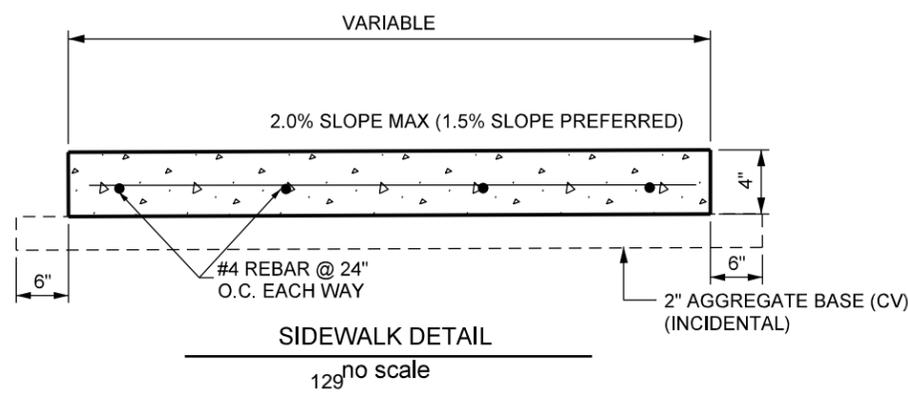
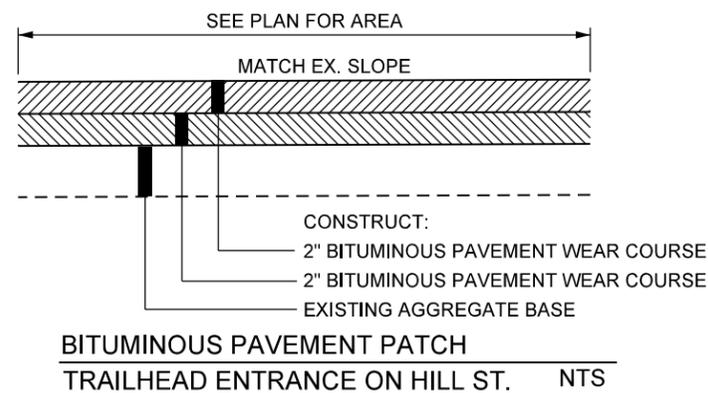
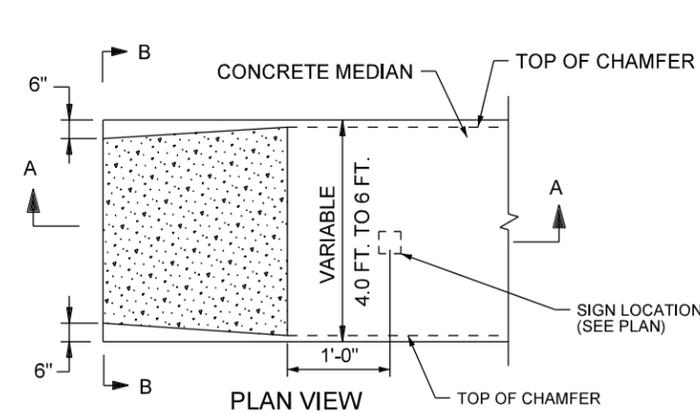
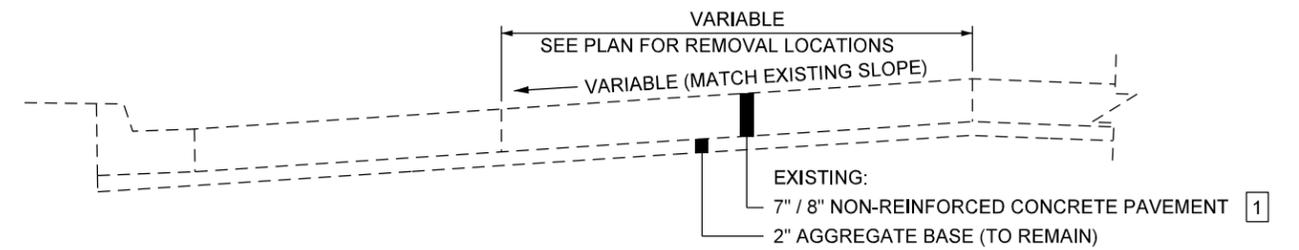
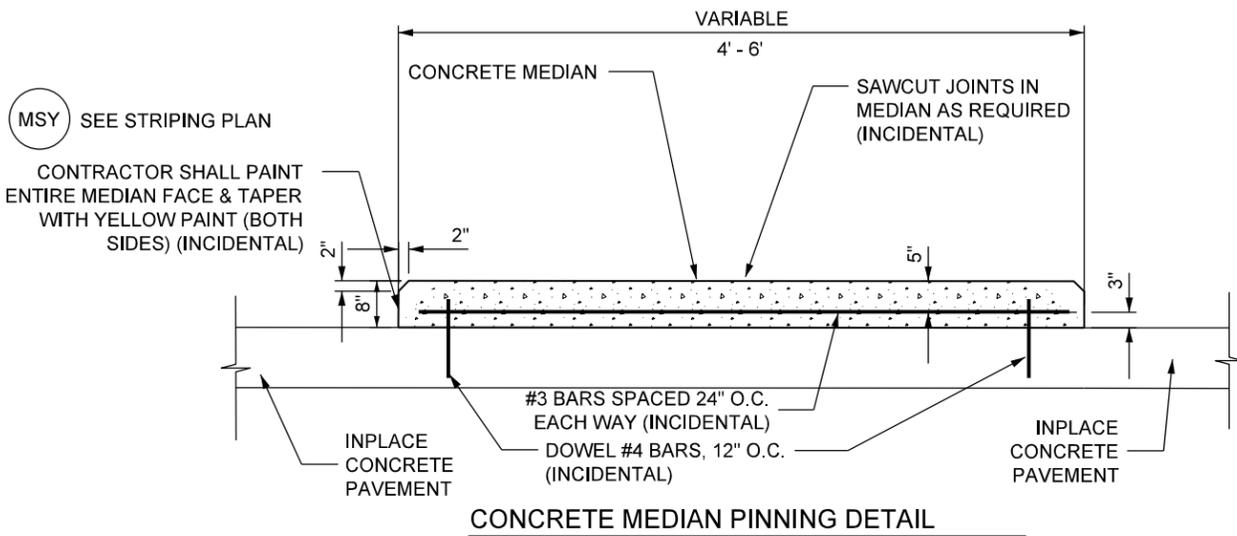
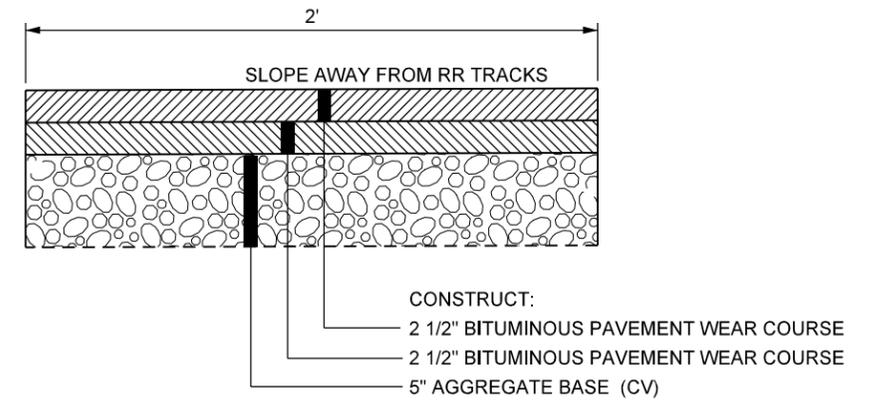
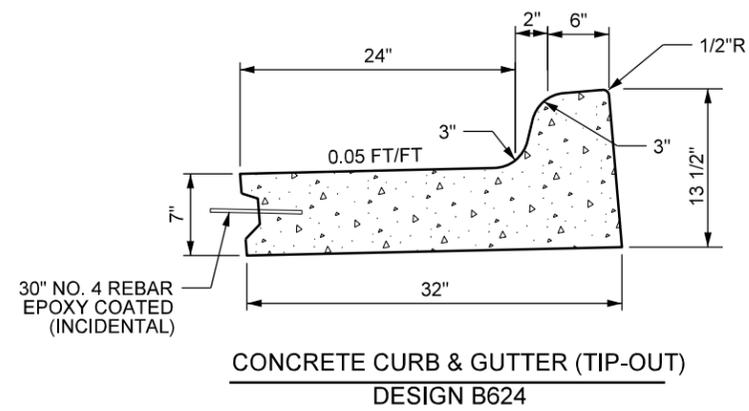
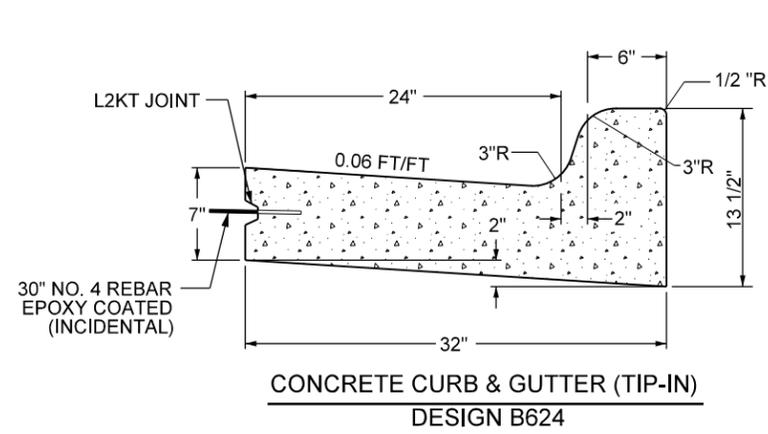
PEDESTRIAN ACCESS GATE DETAIL  
NTS

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

- NOTES:
- 1.) TAPED AREAS TO BE CENTERED ON CENTER LINE AND LANE LINES.
  - 2.) ZEBRA CROSSWALKS REQUIRE PREFORM TAPE GROUND IN AS SPECIFIED.
  - 3.) A MINIMUM OF 1.5 FT CLEAR DISTANCE MUST BE LEFT ADJACENT TO CURB. IF LAST PAINTED AREA FALLS INTO THIS DISTANCE IT MUST BE OMITTED.
- NOTE:  
LAYOUT FOR CROSSWALK WIDTH (W) & SPACING (S) OF STRIPING SHOWN ON PLANS AND BASIS FOR ESTIMATED QUANTITIES IS BASED UPON A 12 FOOT LANE WIDTH.

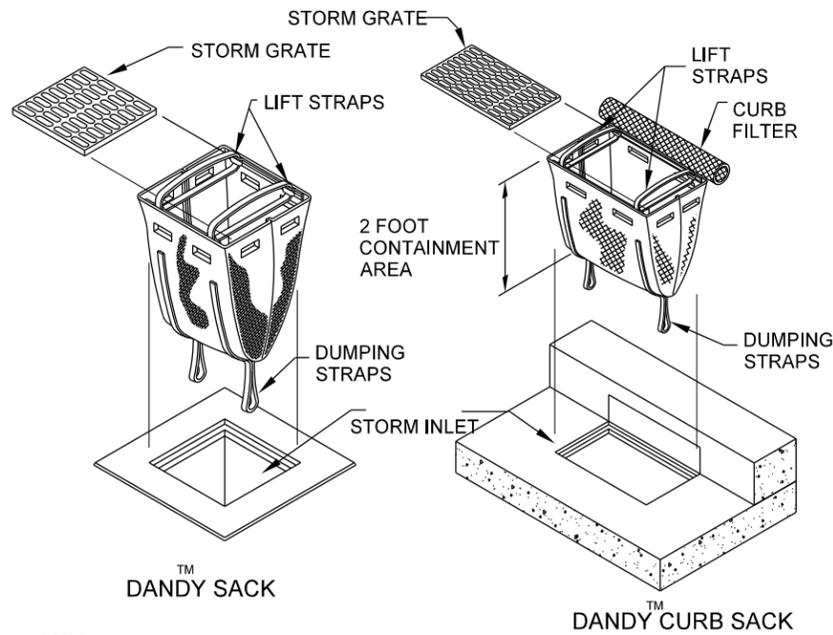


CROSSWALK DETAIL (TYPICAL)  
no scale



REVISION DESCRIPTION	DATE	REV#

MODEL: Detail - 2022 City Quiet Zone Street & Sidewalk Improvements - 2022-04-20 - 1:35 PM - 32356-2024-11935 - 02 - 2.dwg

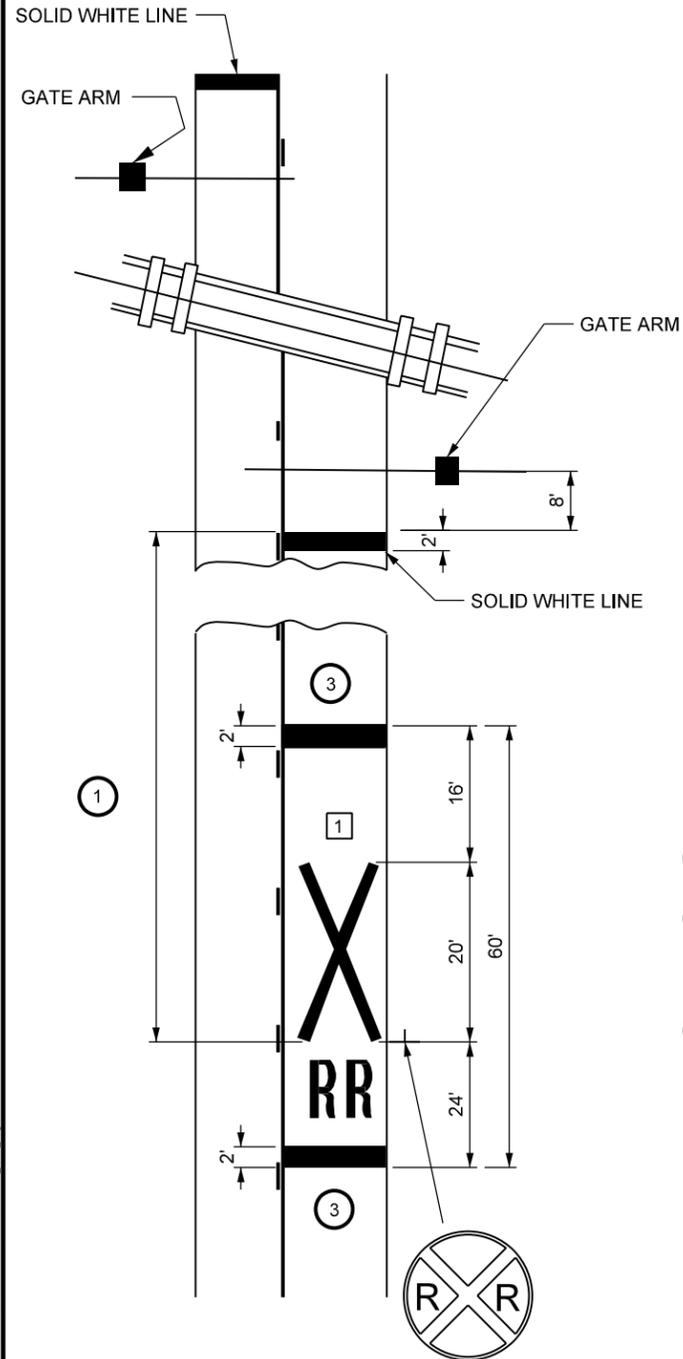
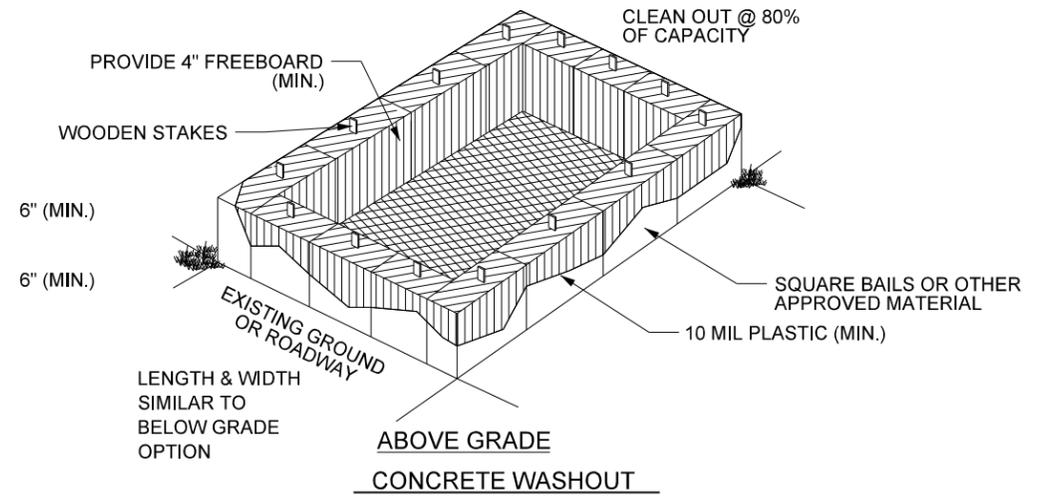
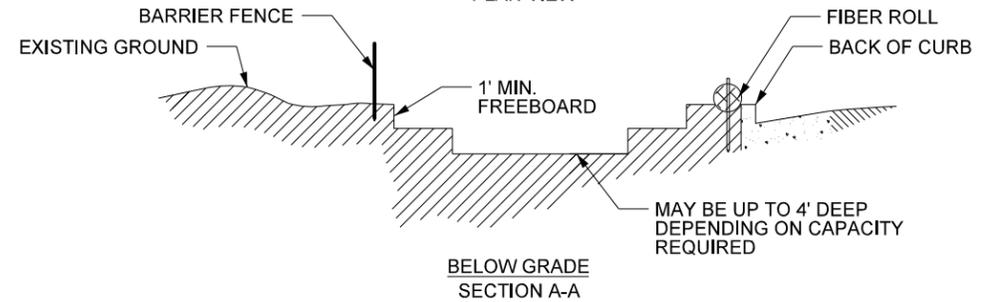
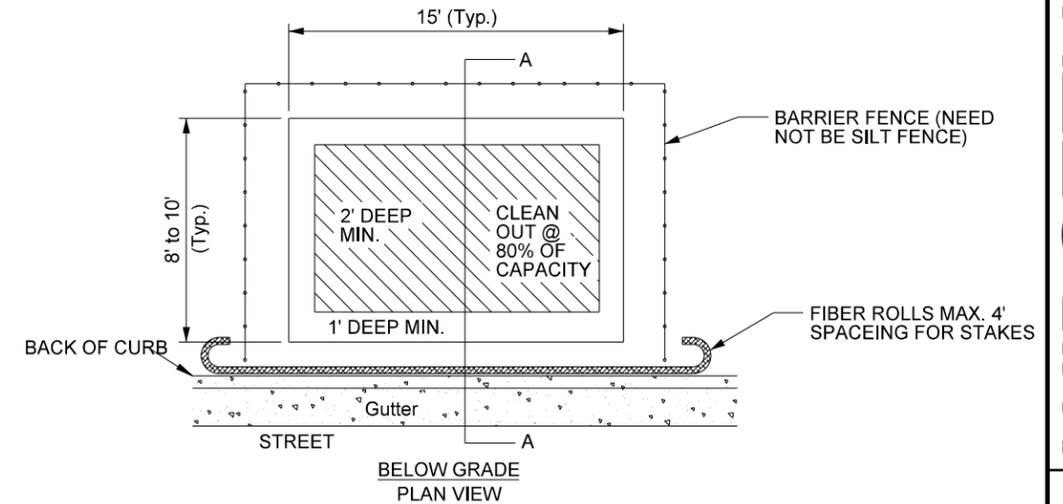


**NOTES:**  
 1. ALL FILTER BAGS SHALL BE DANDY CURB SACKS, DANDY SACKS OR APPROVED EQUAL.  
 2. INSTALL AS PER MANUFACTURERS SPECIFICATIONS:  
 a) Remove the grate from the catch basin.  
 b) Stand the grate on end. Move the top lifting straps out of the way and place the grate into the Dandy Curb Sack or Dandy Sack unit so that the grate is below the top straps and above the lower straps. The grate should be cradled between the upper and lower straps.  
 c) Holding the lifting devices, insert the grate into the inlet, then lower back edge with cylindrical tube (Dandy Curb Sack only) into place, being careful that the grate remains in place and being careful not to damage the unit. The cylindrical tube should partially block the curb hood opening when installed properly (Dandy Curb Sack only).

**INLET PROTECTION**

**NOTES:**  
 SIGN LOCATION FOR REFERENCE ONLY.  
 1 WHEN USED, A PORTION OF THE PAVEMENT MARKING SYMBOL SHOULD BE DIRECTLY OPPOSITE THE ADVANCE WARNING SIGN (W10-1).

**DESIGNER'S NOTES:**  
 1 REFER TO TABLE 2C-4 OF THE MNMUTCD FOR ADVANCED PLACEMENT OF WARNING SIGNS.  
 2 IF THE DISTANCE BETWEEN TWO NO-PASSING ZONES IS LESS THAN THAT SPECIFIED IN TABLE 7-5 OF THE TEM, THE NO-PASSING LINES SHOULD BE CONNECTED TO PROVIDE A CONTINUOUS RESTRICTION THROUGH BOTH ZONES.  
 3 INSTALLATION AND REMOVAL OF HORIZONTAL BARS FOR RAILROAD CROSSING PAVEMENT MESSAGE PAID FOR AS 24" SOLID LINE WHITE.  
 4. ON MULTI-LANE ROADS THE HORIZONTAL BARS SHOULD EXTEND ACROSS ALL APPROACH LANES, AND INDIVIDUAL R X R SYMBOLS SHOULD BE USED IN EACH APPROACH LANE.  
 5. USE THE SAME SIGNING AND PAVEMENT MARKINGS FOR THE OPPOSITE DIRECTION.

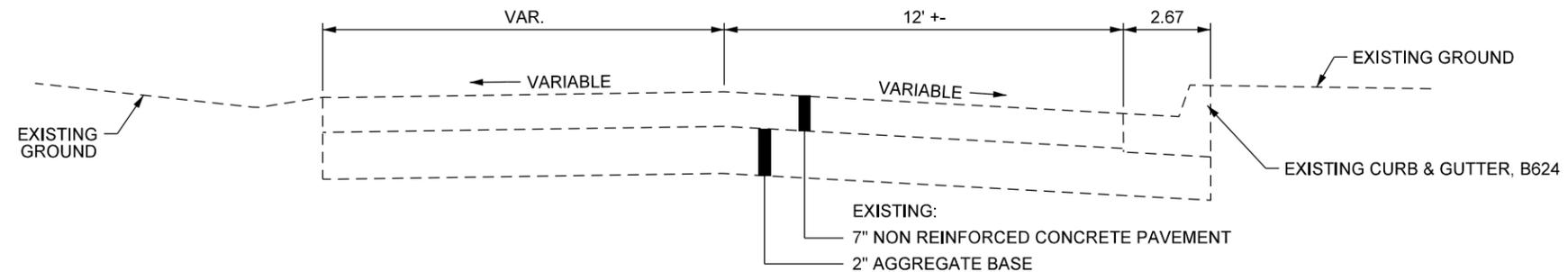


**RAILROAD CROSSING DETAIL**  
 no scale

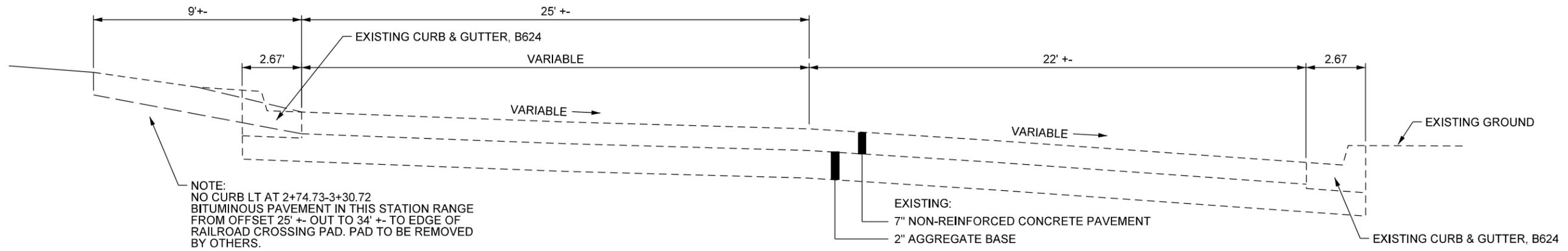
BY: I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.  
 STEVEN R. EMERY DATE: 04/20/2023 LIC. NO. 41394

NO.	DATE	REVISION DESCRIPTION

2022 CITY PROJECT NO.3  
 QUIET ZONE - STREET & SIDEWALK IMPROVEMENTS  
 EAST GRAND FORKS, MINNESOTA  
 EROSION CONTROL & RR MARKING DETAILS

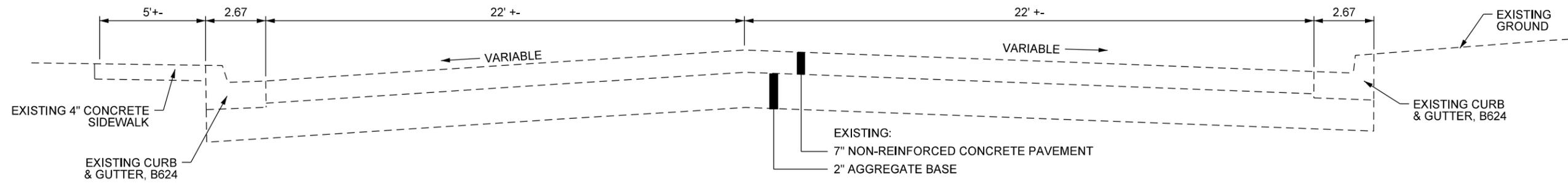


EXISTING TYPICAL SECTION (HILL ST. / 3RD ST NW)  
STA. 2+09.24 TO 2+60.55 NTS



NOTE:  
NO CURB LT AT 2+74.73-3+30.72  
BITUMINOUS PAVEMENT IN THIS STATION RANGE  
FROM OFFSET 25' +/- OUT TO 34' +/- TO EDGE OF  
RAILROAD CROSSING PAD. PAD TO BE REMOVED  
BY OTHERS.

EXISTING TYPICAL SECTION (HILL ST. / 3RD ST NW)  
STA. 2+60.55 TO 3+30.72 NTS



PAVEMENT CROWN TRANSITION STA 3+30.72 TO 3+84 +/-

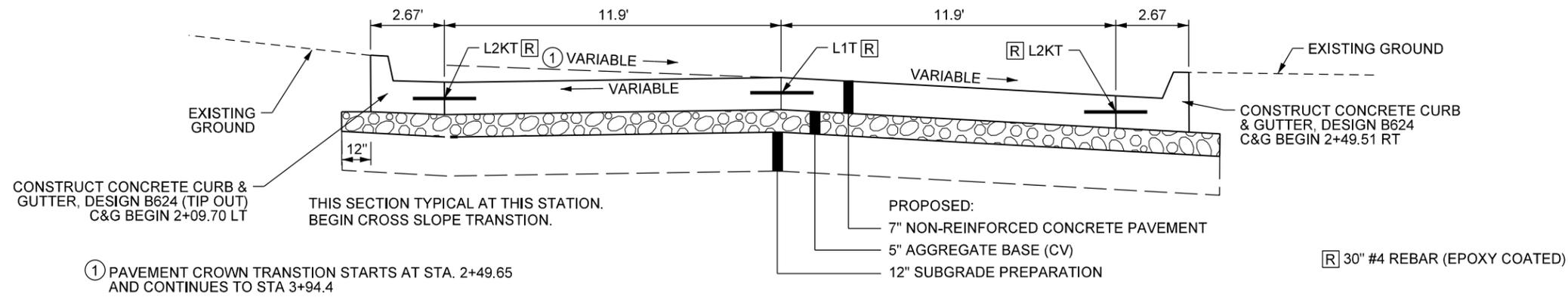
EXISTING TYPICAL SECTION  
STA. 3+84 +/- TO 4+65.37 NTS

BY: I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.  
STEVEN R. EMERY DATE: 04/20/2023 LIC. NO. 41394

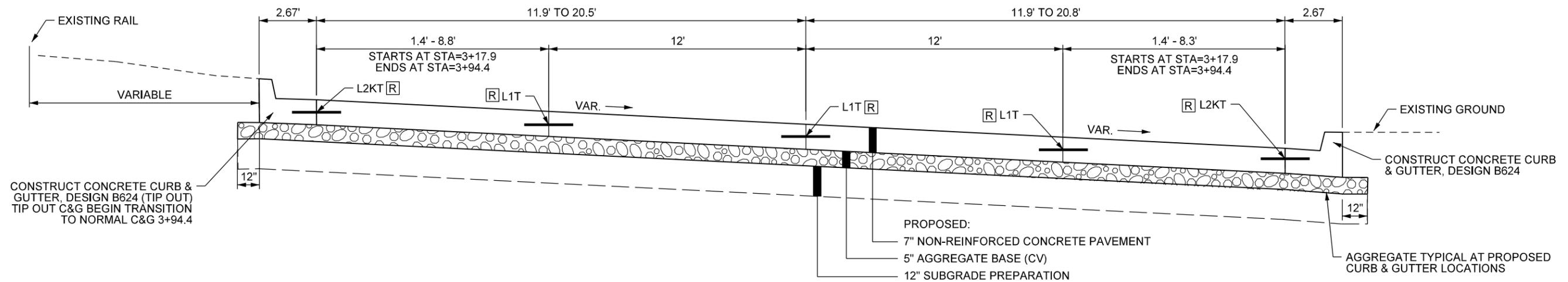
REVISIONS DESCRIPTION	DATE	REV#

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

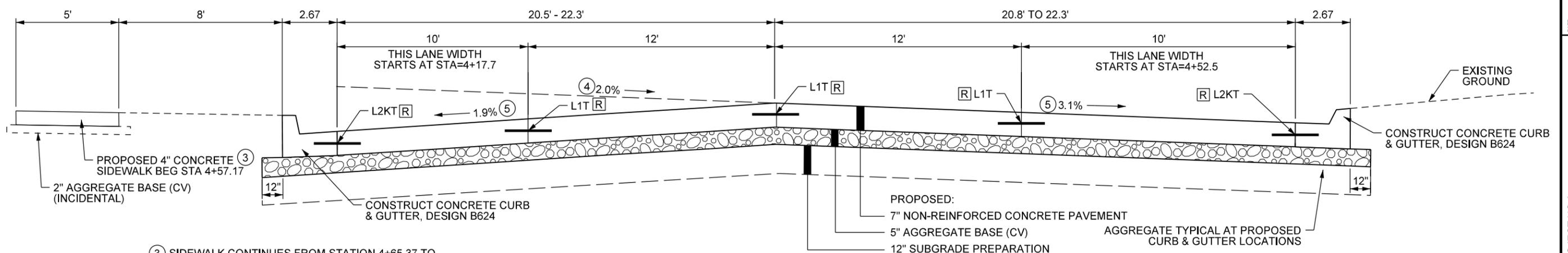
2022 CITY PROJECT NO.3  
QUIET ZONE - STREET & SIDEWALK IMPROVEMENTS  
EAST GRAND FORKS, MINNESOTA  
EXISTING TYPICAL SECTIONS



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



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



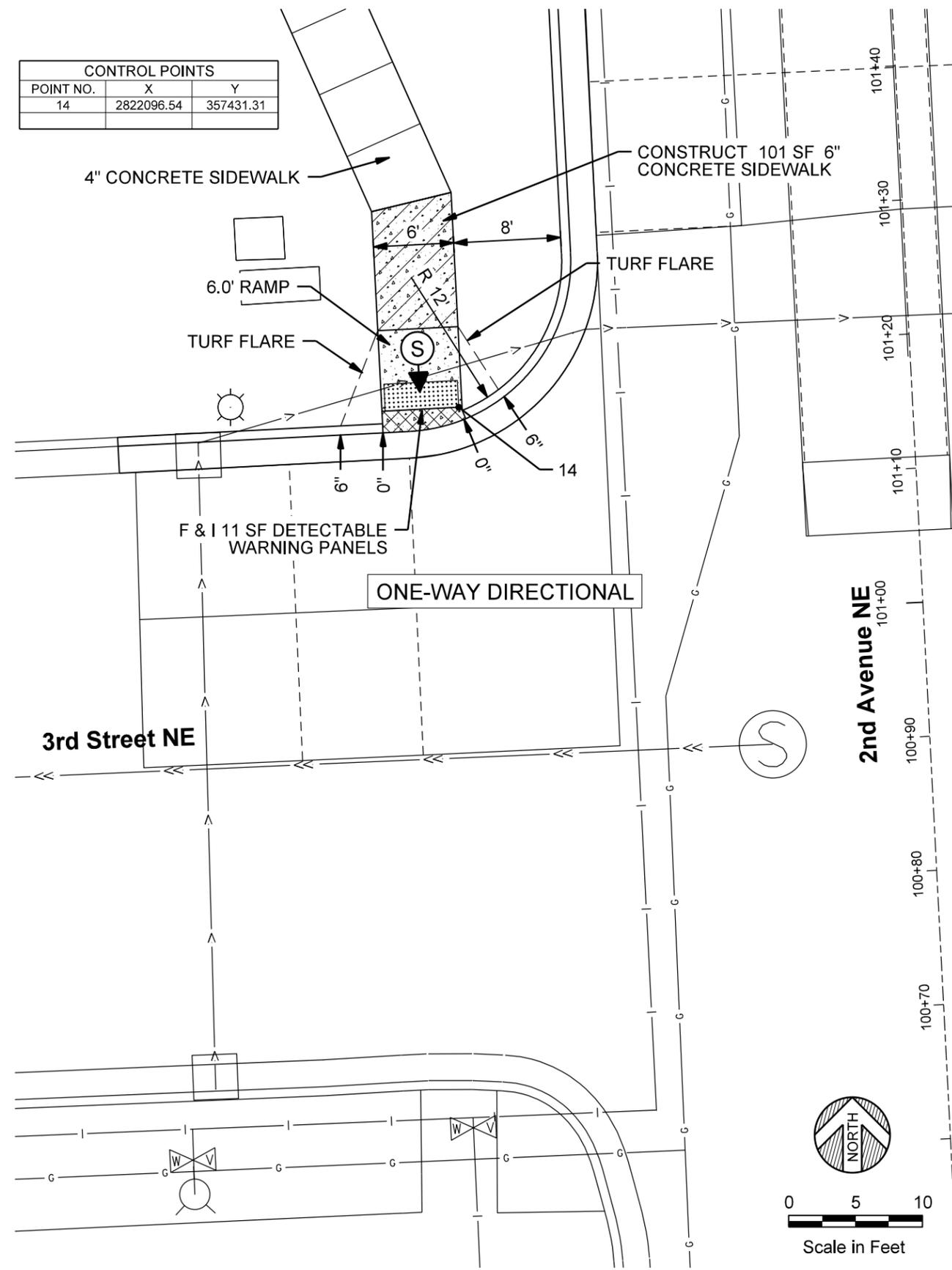
- ③ SIDEWALK CONTINUES FROM STATION 4+65.37 TO STA 10+86.95 AT 8.0' OFF EXISTING BACK OF CURB. ALIGNMENT FROM 3RD ST NW TO CENTRAL AVE.
- ④ PAVEMENT CROWN TRANSITION STARTS AT STA. 3+94.4
- ⑤ TYPICAL PAVEMENT CROSS SLOPE AT TIE-IN STA 4+65.37

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

DATE	NO. SCALE	BY	CHK
04/20/23	NO SCALE	MBA	SRE



CONTROL POINTS		
POINT NO.	X	Y
14	2822096.54	357431.31



**CONSTRUCTION LEGEND**

- CONCRETE C&G (B624)
- 6" CONCRETE SIDEWALK
- DETECTABLE WARNING PANELS
- LANDING AREA - 4' X 4' MIN. DIMENSIONS AND MAX 2.0% SLOPE IN ALL DIRECTIONS
- FLOW DIRECTION
- INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE BETWEEN 5.0% MINIMUM AND 8.3% MAXIMUM IN THE DIRECTION SHOWN AND CROSS SLOPE SHALL NOT EXCEED 2.0%
- MAX. 2.0% SLOPE IN ALL DIRECTIONS IN FRONT OF GRADE BREAK AND DRAIN TO FLOW LINE. SHALL BE CONSTRUCTED INTEGRAL WITH CURB & GUTTER
- CONTROL POINT
- X" CURB HEIGHT

BY: I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND IN ACCORDANCE WITH THE PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.  
STEVEN R. EMERY DATE: 04/20/2023 LIC. NO. 41394

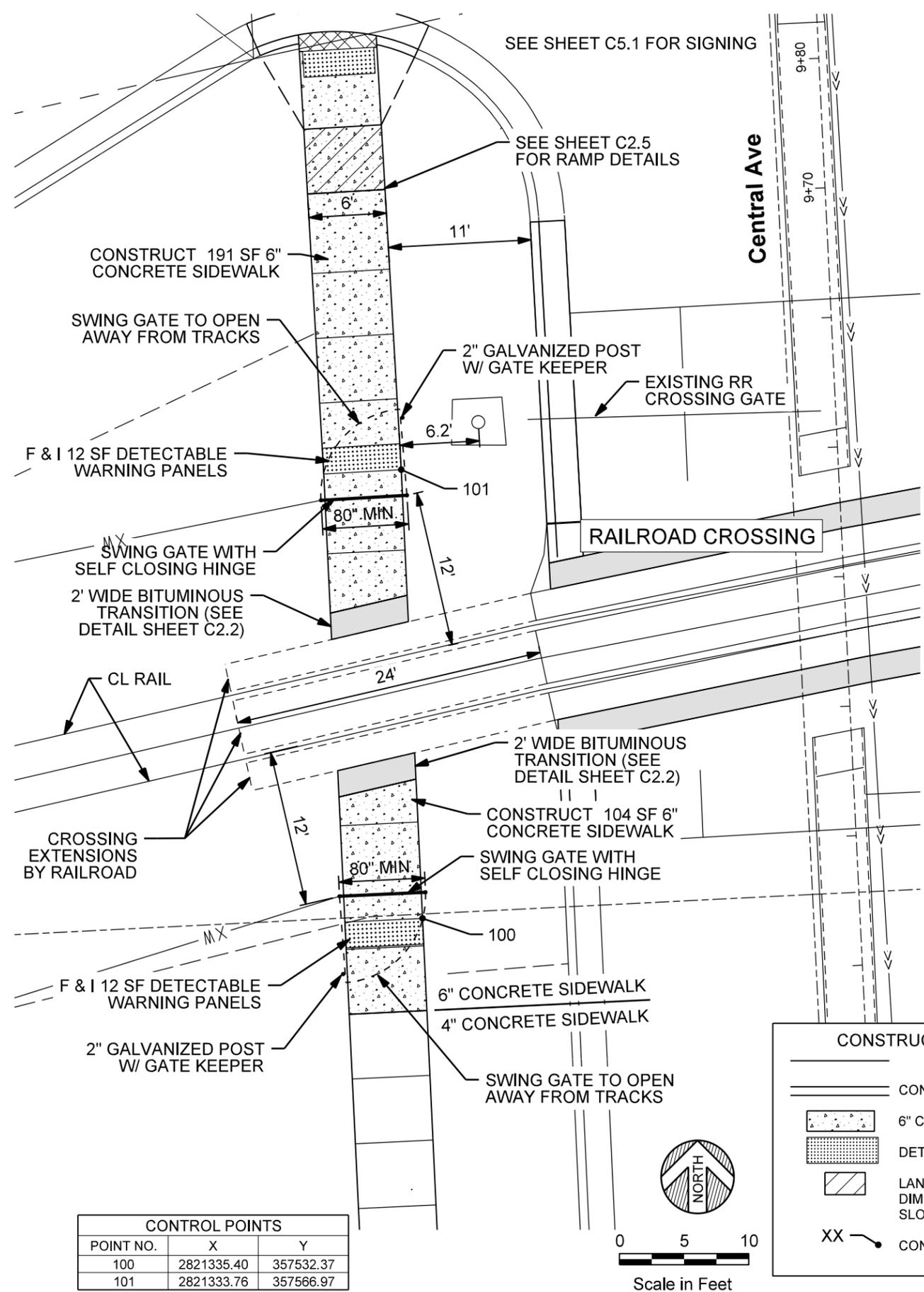
DATE	REV#	REVISIONS DESCRIPTION
	1	
	2	
	3	
	4	

DATE: AS SHOWN  
SCALE: MBA  
DRAWN BY: SRE  
CHECKED BY:  
JOB NUMBER: 32356-2024-11935

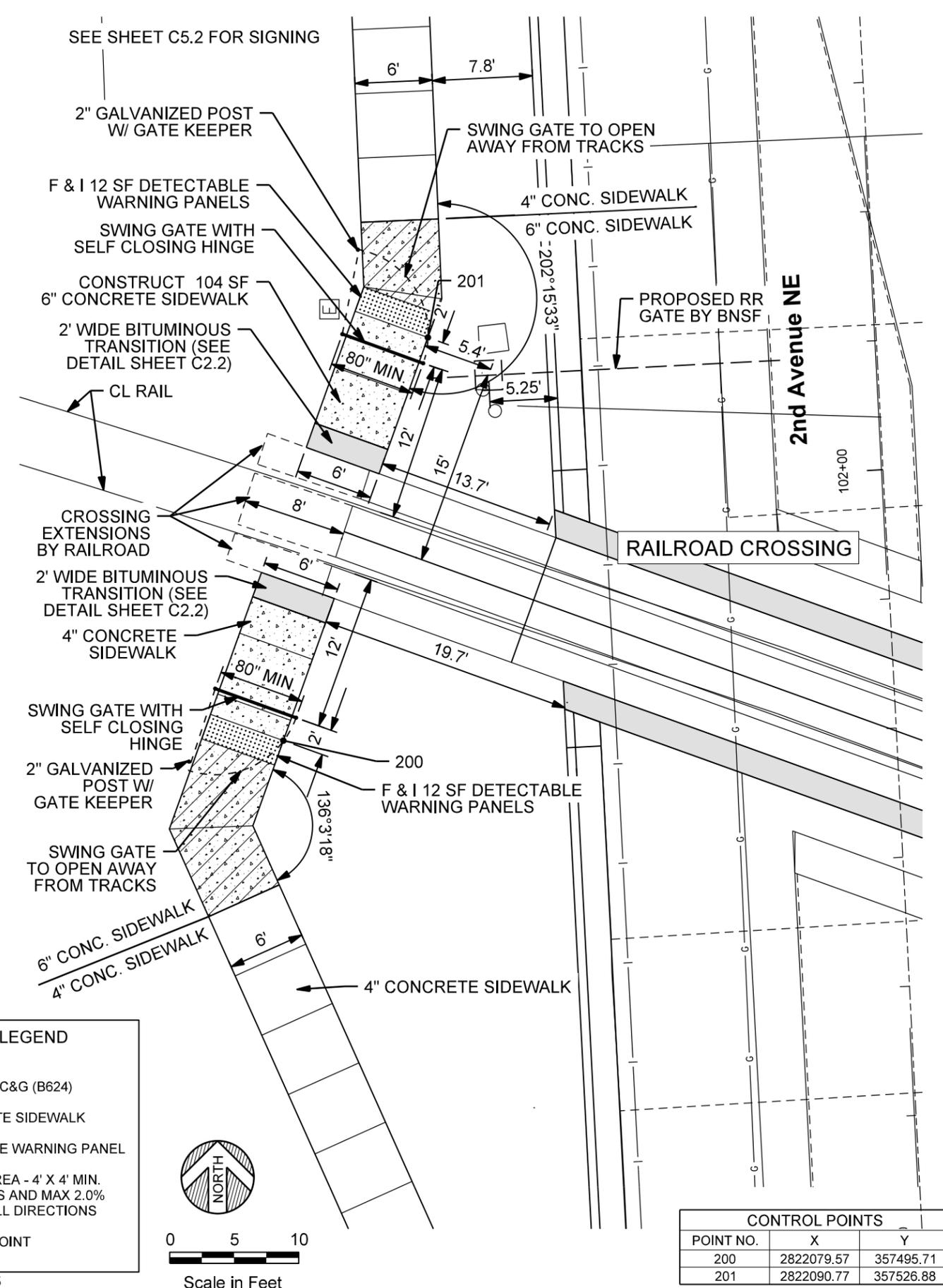
2022 CITY PROJECT NO. 3  
QUIET ZONE - STREET & SIDEWALK IMPROVEMENTS  
EAST GRAND FORKS, MINNESOTA  
PEDESTRIAN RAMP LAYOUT

MODEL: Detail - J:\2024\East Grand Forks\2024-11935\CADD\Civil\Plan\_Sheet\_C2.7\_RAMP\_LAYOUT.dwg  
DATE: 4/20/2023

DATE	SCALE	AS SHOWN	MBA	SRE
04/20/2023				
DATE	REVISION	DESCRIPTION	BY	APP



CONTROL POINTS		
POINT NO.	X	Y
100	2821335.40	357532.37
101	2821333.76	357566.97

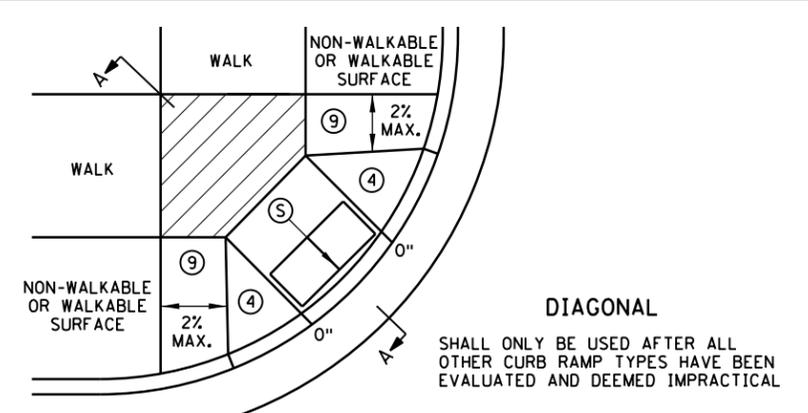
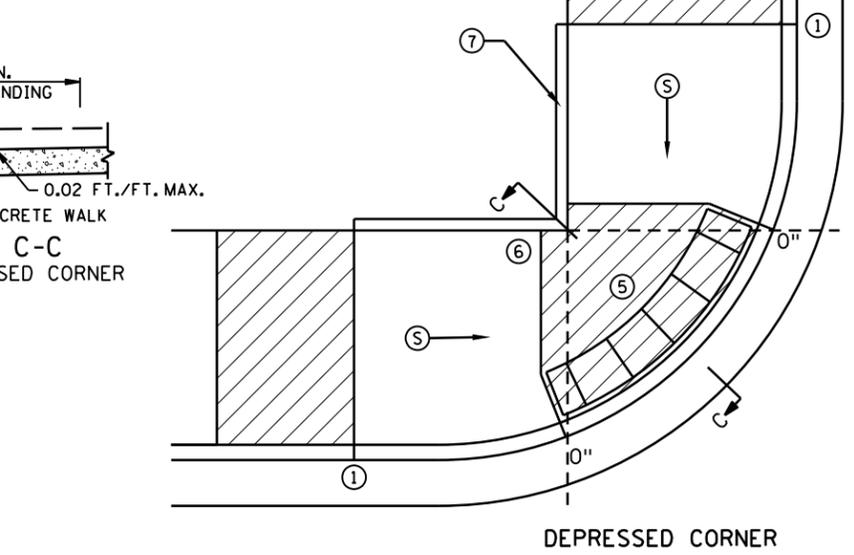
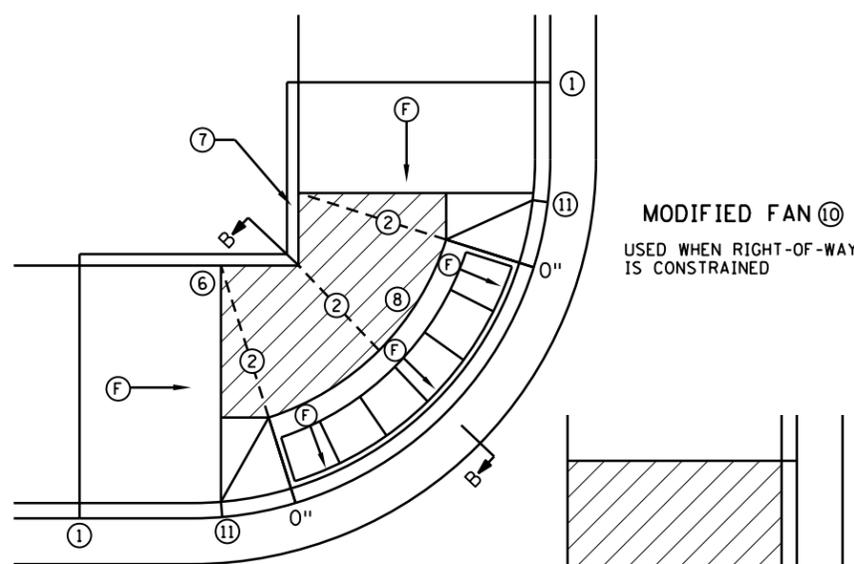
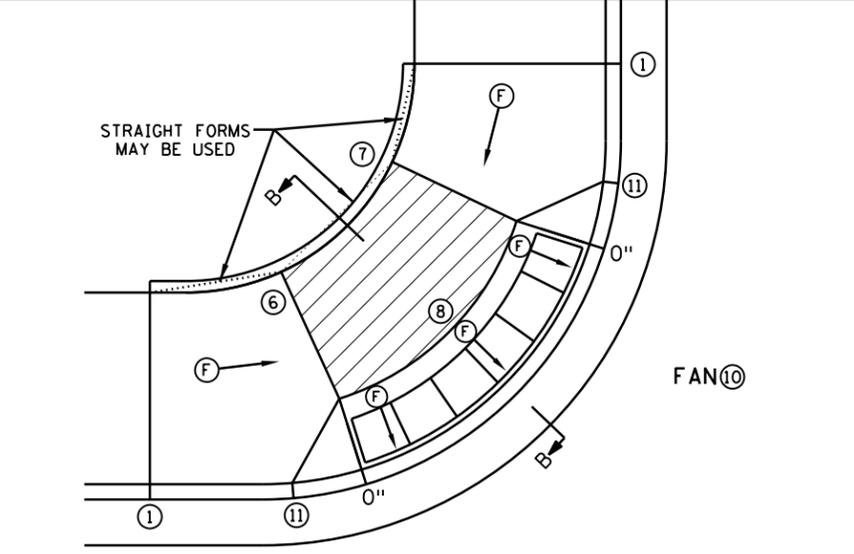
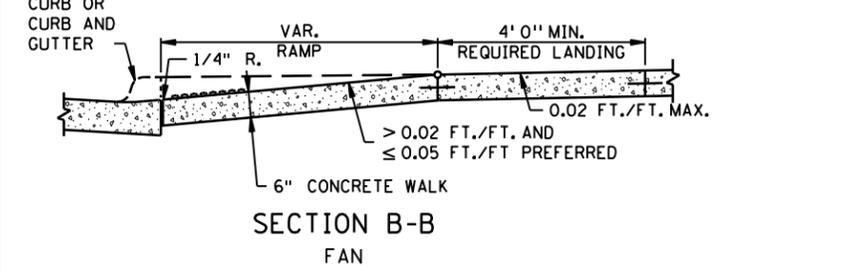
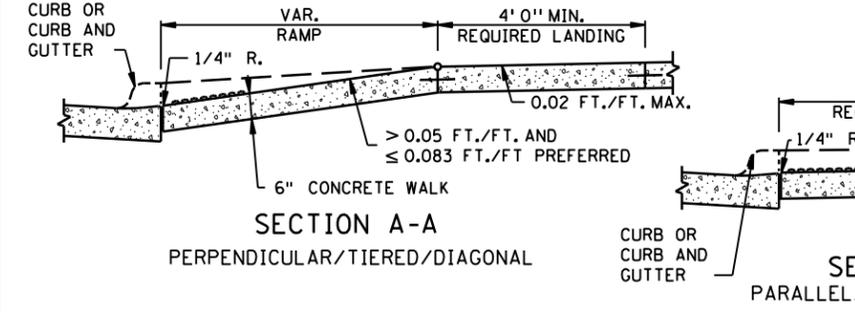
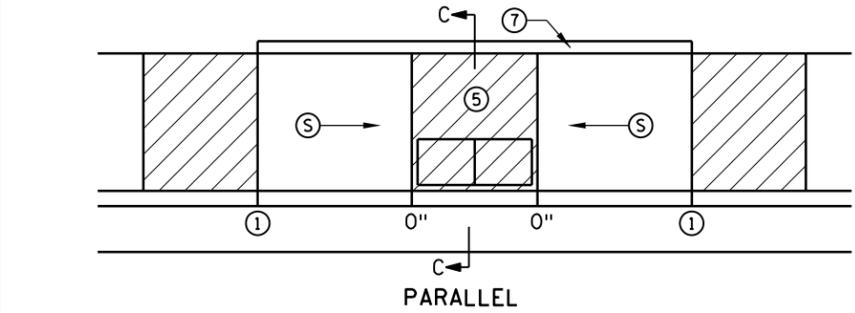
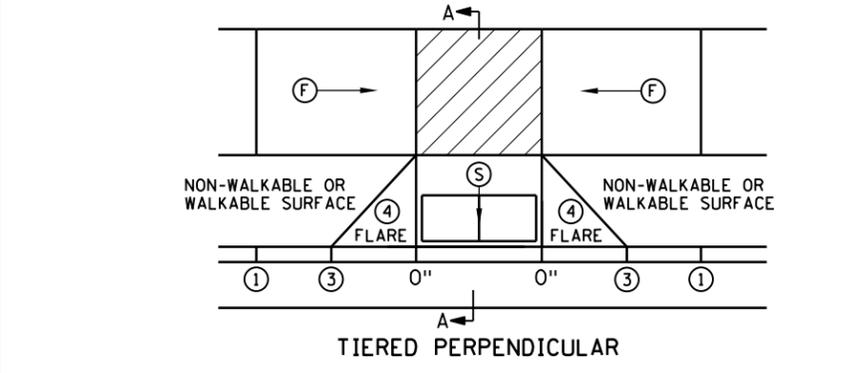
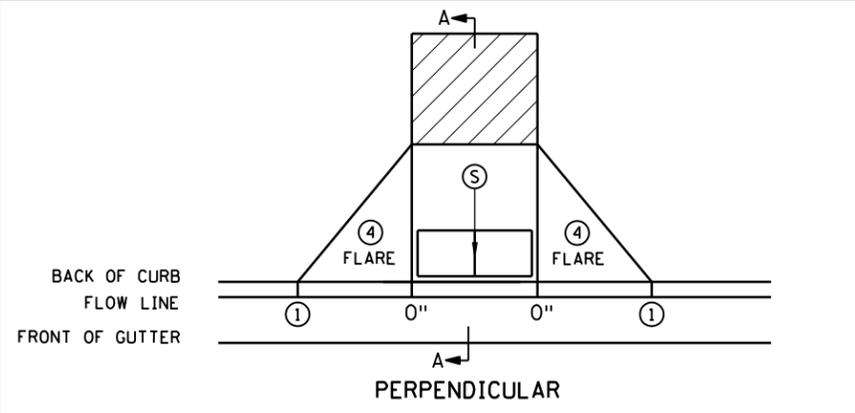


CONTROL POINTS		
POINT NO.	X	Y
200	2822079.57	357495.71
201	2822090.77	357526.88

**CONSTRUCTION LEGEND**

- CONCRETE C&G (B624)
- 6" CONCRETE SIDEWALK
- DETECTABLE WARNING PANEL
- LANDING AREA - 4' X 4' MIN. DIMENSIONS AND MAX 2.0% SLOPE IN ALL DIRECTIONS
- CONTROL POINT

MODEL: Detail; PATH: J:\2022\East Grand Forks\32356-2024-11935\CADD\Civil\Plan\_Sheet\_C2.8\_RAMP\_LAYOUT.dwg



NOTES:

LANDINGS SHALL BE LOCATED ANYWHERE THE PEDESTRIAN ACCESS ROUTE (PAR) CHANGES DIRECTION, AT THE TOP OF RAMPS THAT HAVE RUNNING SLOPES GREATER THAN 5.0%, AND IF THE APPROACHING WALK IS INVERSE GRADE GREATER THAN 2%. INITIAL CURB RAMP LANDINGS SHALL BE CONSTRUCTED WITHIN 15' FROM THE BACK OF CURB, WITH 6' FROM THE BACK OF CURB BEING THE PREFERRED DISTANCE, ONLY APPLICABLE WHEN THE INITIAL RAMP RUNNING SLOPE IS OVER 5.0%.

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

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

ALL GRADE BREAKS WITHIN THE PAR SHALL BE PERPENDICULAR TO THE PATH OF TRAVEL, THUS BOTH SIDES OF A SLOPED WALKING SURFACE MUST BE EQUAL LENGTH. (EXCEPT AS STATED IN ⑥ BELOW.

TO ENSURE RAMPS AND LANDINGS ARE PROPERLY CONSTRUCTED, ALL INITIAL LANDINGS AT A TOP OF A RAMPED SURFACE (RUNNING SLOPE GREATER THAN 2%) SHALL BE FORMED AND PLACED SEPARATELY IN AN INDEPENDENT CONCRETE POUR. FOLLOW SIDEWALK REINFORCEMENT DETAILS ON SHEET 6 OF 6 FOR ALL SEPARATELY POURED INITIAL LANDINGS.

WHEN SIDEWALK IS AT BACK OF CURB, TOP OF CURB SHALL MATCH PROPOSED ADJACENT WALK GRADE. MAINTAIN POSITIVE BOULEVARD DRAINAGE TO TOP OF CURB.

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

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

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

RECTANGULAR DETECTABLE WARNINGS SHALL BE SETBACK 3" FROM THE BACK OF CURB. RADIAL DETECTABLE WARNINGS SHALL BE SETBACK 3" MINIMUM TO 6" MAXIMUM FROM THE BACK OF CURB.

- ① MATCH FULL HEIGHT CURB.
- ② 4' MINIMUM DEPTH LANDING REQUIRED ACROSS TOP OF RAMP.
- ③ 3" HIGH CURB WHEN USING A 3' LONG RAMP, 4" HIGH CURB WHEN USING A 4' LONG RAMP.
- ④ SEE SHEET 4 OF 6, TYPICAL SIDE TREATMENT OPTIONS, FOR DETAILS ON FLARES AND RETURNED CURBS.
- ⑤ DETECTABLE WARNINGS MAY BE PART OF THE 4' X 4' MIN. LANDING AREA IF IT IS NOT FEASIBLE TO CONSTRUCT THE LANDING OUTSIDE OF THE DETECTABLE WARNING AREA.
- ⑥ THE GRADE BREAK SHALL BE PERPENDICULAR TO THE BACK OF WALK, THIS WILL ENSURE THAT THE GRADE BREAK IS PERPENDICULAR TO THE DIRECTION OF TRAVEL. (TYPICAL FOR ALL)
- ⑦ WHEN ADJACENT TO GRASS, GRADING SHALL ALWAYS BE USED WHEN FEASIBLE. V CURB, IF USED, SHALL BE PLACED OUTSIDE THE SIDEWALK LIMITS WHEN RIGHT OF WAY ALLOWS. WHEN ADJACENT TO PARKING LOTS, CONCRETE OR BITUMINOUS TAPERS LESS THAN 5% RUNNING SLOPE SHOULD BE USED OVER V CURB TO REDUCE TRIPPING HAZARDS AND FACILITATE SNOW & ICE REMOVAL.
- ⑧ A 7' MIN TOP RADIUS GRADE BREAK IS REQUIRED TO BE CONSTRUCTIBLE.
- ⑨ PAVE FULL WALK WIDTH.
- ⑩ "S" SLOPES ON FANS SHALL ONLY BE USED WHEN ALL OTHER FEASIBLE OPTIONS HAVE BEEN EVALUATED AND DEEMED IMPRACTICAL.
- ⑪ INTERMEDIATE CURB HEIGHTS TAPER SHALL RISE AT 8-10% TO A MINIMUM 3" CURB HEIGHT. REDUCE INTERMEDIATE CURB HEIGHT TO 2+ INCHES IF NECESSARY TO MATCH ADJACENT BOULEVARD OR SIDEWALK GRADES.

LEGEND

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

⑤	INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE BETWEEN 5.0% MINIMUM AND 8.3% MAXIMUM IN THE DIRECTION SHOWN AND THE CROSS SLOPE SHALL NOT EXCEED 2.0%.
⑥	INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE GREATER THAN 2.0% AND LESS THAN 5.0% IN THE DIRECTION SHOWN AND CROSS SLOPE SHALL NOT EXCEED 2.0%.
⑦	LANDING AREA - 4' X 4' MIN. (5' X 5' MIN. PREFERRED) DIMENSIONS AND MAX 2.0% SLOPE IN ALL DIRECTIONS. LANDING SHALL BE FULL WIDTH OF INCOMING PAR.
X"	CURB HEIGHT

REVISIONS:

APPROVED: 11-04-2021

*Jeffrey Perkins*  
JEFFREY PERKINS  
OPERATIONS DIVISION

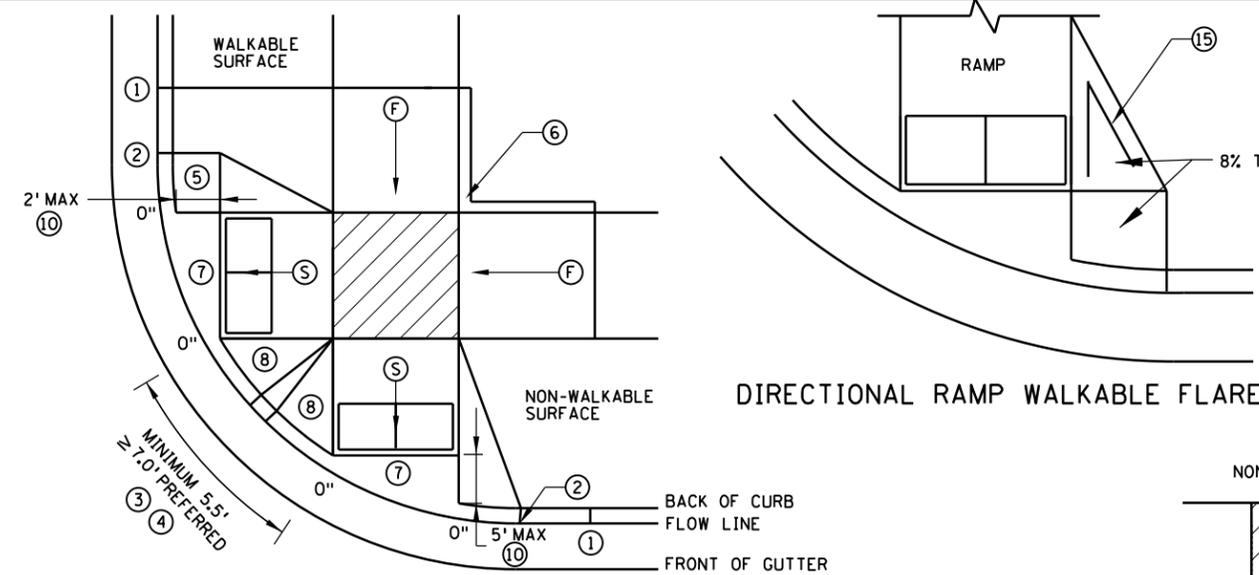
**m** MINNESOTA DEPARTMENT OF TRANSPORTATION

STANDARD PLAN 5-297.250 1 OF 6

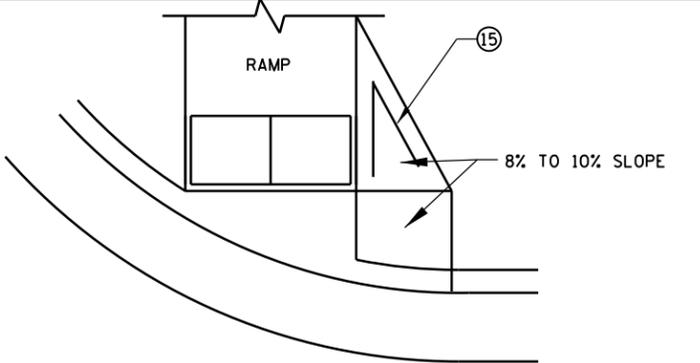
APPROVED: 11-04-2021  
REVISOR:

*Rom Styrbicki*  
ROMAN STYRBICKI  
STATE DESIGN ENGINEER

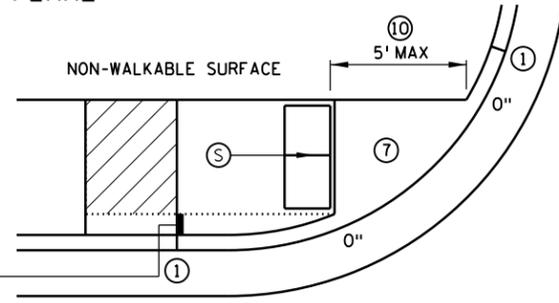
DATE	REVISION DESCRIPTION



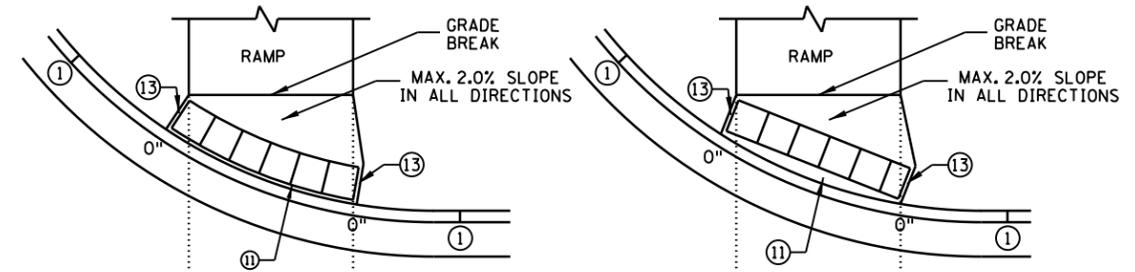
COMBINED DIRECTIONAL



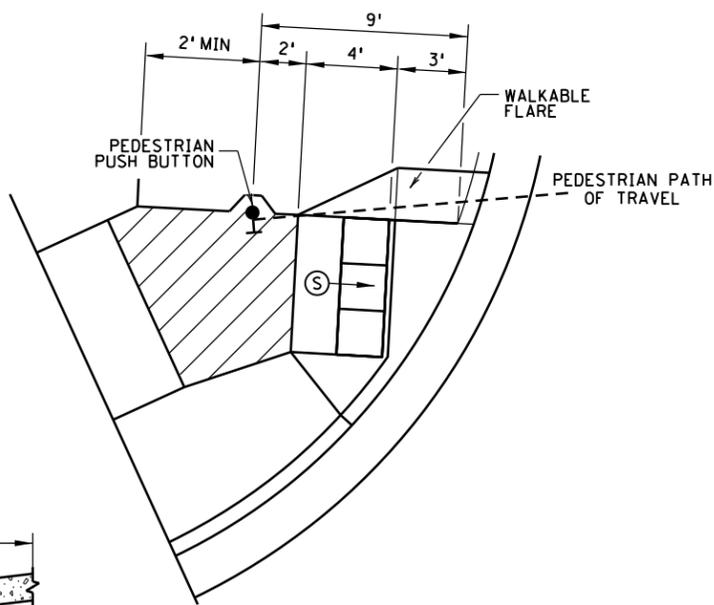
DIRECTIONAL RAMP WALKABLE FLARE



STANDARD ONE-WAY DIRECTIONAL 9

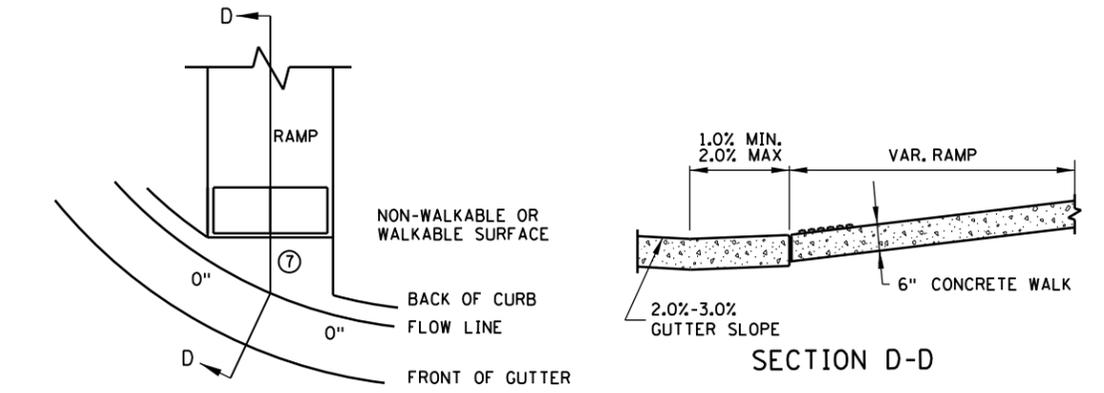


DETECTABLE WARNING PLACEMENT WHEN SETBACK CRITERIA IS EXCEEDED 12  
ONE-WAY DIRECTIONAL WITH DETECTABLE WARNING AT BACK OF CURB



SEMI-DIRECTIONAL RAMP 3 4 9

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



CURB FOR DIRECTIONAL RAMPS 14

**NOTES:**

- LANDINGS SHALL BE LOCATED ANYWHERE THE PEDESTRIAN ACCESS ROUTE (PAR) CHANGES DIRECTION, AT THE TOP OF RAMPS THAT HAVE RUNNING SLOPES GREATER THAN 5.0%, AND IF THE APPROACHING WALK IS INVERSE GRADE.
- INITIAL CURB RAMP LANDINGS SHALL BE CONSTRUCTED WITHIN 15' FROM THE BACK OF CURB, WITH 6' FROM THE BACK OF CURB BEING THE PREFERRED DISTANCE, ONLY APPLICABLE WHEN THE INITIAL RAMP RUNNING SLOPE IS OVER 5.0%.
- SECONDARY CURB RAMP LANDINGS ARE REQUIRED FOR EVERY 30" OF VERTICAL RISE WHEN THE LONGITUDINAL SLOPE IS GREATER THAN 5.0%.
- CONTRACTION JOINTS SHALL BE CONSTRUCTED ALONG ALL GRADE BREAKS WITHIN THE PAR. 1/4" DEEP VISUAL JOINTS SHALL BE USED AT THE TOP GRADE BREAK OF CONCRETE FLARES ADJACENT TO WALKABLE SURFACES.
- ALL GRADE BREAKS WITHIN THE PAR SHALL BE PERPENDICULAR TO THE PATH OF TRAVEL. THUS BOTH SIDES OF A SLOPED WALKING SURFACE MUST BE EQUAL LENGTH.
- TO ENSURE INITIAL RAMPS AND INITIAL LANDINGS ARE PROPERLY CONSTRUCTED, LANDINGS SHALL BE CAST SEPARATELY. FOLLOW SIDEWALK REINFORCEMENT DETAILS ON SHEET 6 AND THE ADA SPECIAL PROVISION (PROSECUTION OF WORK).
- TOP OF CURB SHALL MATCH PROPOSED ADJACENT WALK GRADE.
- WHEN THE BOULEVARD IS 4' WIDE OR LESS, THE TOP OF CURB TAPER SHALL MATCH THE RAMP SLOPES TO REDUCE NEGATIVE BOULEVARD SLOPES FROM THE TOP BACK OF CURB TO THE PAR.
- ALL RAMP TYPES SHOULD HAVE A MINIMUM 3' LONG RAMP LENGTH.
- 4' MINIMUM WIDTH OF DETECTABLE WARNING IS REQUIRED FOR ALL RAMPS. DETECTABLE WARNINGS SHALL CONTINUOUSLY EXTEND FOR A MIN. OF 24" IN THE PATH OF TRAVEL. DETECTABLE WARNING TO COVER THE ENTIRE PAR WIDTH OF SHARED-USE PATHS AND THE ENTIRE PAR WIDTH OF THE WALK WITH THE EXCEPTION OF 3" MAXIMUM ON EACH OUTSIDE EDGE WHICH ENSURES THE DETECTABLE WARNINGS ARE ENCASED IN CONCRETE WHEN ADJACENT TO TURF. WHEN ADJACENT TO CONCRETE FLARES 0" - 3" OFFSET IS ALLOWED.
- WHEN DESIGNING OR ORDERING RECTANGULAR DETECTABLE WARNING SURFACES SHOULD BE 6" LESS THAN THE INCOMING PAR. ARC LENGTH OF THE RADIAL DETECTABLE WARNINGS SHOULD NOT BE GREATER THAN 20 FEET.
- RADIAL DETECTABLE WARNINGS SHALL BE SETBACK 3" MINIMUM TO 6" MAXIMUM FROM THE BACK OF CURB. SEE NOTES 10 & 11 FOR INFORMATION REGARDING RECTANGULAR DETECTABLE WARNING PLACEMENT.

- 1 MATCH FULL CURB HEIGHT.
- 2 3" HIGH CURB WHEN USING A 3' LONG RAMP  
4" HIGH CURB WHEN USING A 4' LONG RAMP.
- 3 3" MINIMUM CURB HEIGHT (5.5' MIN. DISTANCE REQUIRED BETWEEN DOMES)  
4" PREFERRED (7' MIN. DISTANCE REQUIRED BETWEEN DOMES).
- 4 THE "BUMP" IN BETWEEN THE RAMPS SHOULD NOT BE IN THE PATH OF TRAVEL FOR COMBINED DIRECTIONAL RAMPS. IF THIS OCCURS MODIFY THE RAMP LOCATION OR SWITCH RAMP TO A FAN/DEPRESSED CORNER.
- 5 WHEN USING CONCRETE PAVED FLARES ON THE OUTSIDE OF DIRECTIONAL RAMPS, AND ADJACENT TO A WALKABLE SURFACE, DIRECTIONAL RAMP FLARES SHALL BE USED. SEE THE DETAIL ON THIS SHEET.
- 6 GRADING SHALL ALWAYS BE USED WHEN FEASIBLE. V CURB, IF USED, SHALL BE PLACED OUTSIDE THE SIDEWALK LIMITS WHEN RIGHT OF WAY ALLOWS. WHEN ADJACENT TO PARKING LOTS, CONCRETE OR BITUMINOUS TAPERS SHOULD BE USED OVER V CURB TO REDUCE TRIPPING HAZARDS AND FACILITATE SNOW & ICE REMOVAL.
- 7 MAX. 2.0% SLOPE IN ALL DIRECTIONS IN FRONT OF GRADE BREAK AND DRAIN TO FLOW LINE. SHALL BE CONSTRUCTED INTEGRAL WITH CURB AND GUTTER.
- 8 8% TO 10% WALKABLE FLARE.
- 9 PLACE DOMES AT THE BACK OF CURB WHEN ALLOWABLE SETBACK CRITERIA IS EXCEEDED.
- 10 FRONT EDGE OF DETECTABLE WARNING SHALL BE SETBACK 2' MAXIMUM WHEN ADJACENT TO WALKABLE SURFACE, AND 5' MAXIMUM WHEN ADJACENT TO NON-WALKABLE SURFACE WITH ONE CORNER SET 3" FROM BACK OF CURB. A WALKABLE SURFACE IS DEFINED AS A PAVED SURFACE ADJACENT TO A CURB RAMP WITHOUT RAISED OBSTACLES THAT COULD MISTAKENLY BE TRAVERSED BY A USER WHO IS VISUALLY IMPAIRED.
- 11 RECTANGULAR DETECTABLE WARNINGS MAY BE SETBACK UP TO 9" FROM THE BACK OF CURB WITH CORNERS SET 3" FROM BACK OF CURB. IF 9" SETBACK IS EXCEEDED USE RADIAL DETECTABLE WARNINGS.
- 12 FOR DIRECTIONAL RAMPS WITH THE DETECTABLE WARNINGS PLACED AT THE BACK OF CURB, THE DETECTABLE WARNINGS SHALL COVER THE ENTIRE WIDTH OF THE WALK/PATH. THIS ENSURES A DETECTABLE EDGE AND HELPS ELIMINATE THE CURB TAPER OBSTRUCTING THE PATH OF PEDESTRIAN TRAVEL.
- 13 THE CONCRETE WALK SHALL BE FORMED AND CONSTRUCTED PERPENDICULAR TO THE BACK OF CURB. MAINTAIN 3" BETWEEN EDGE OF DOMES AND EDGE OF CONCRETE.
- 14 TO BE USED FOR ALL DIRECTIONAL RAMPS, EXCEPT WHERE DOMES ARE PLACED ALONG THE BACK OF CURB.
- 15 PLACE 2 NO. 4 BARS 4 INCHES FROM SIDE OF FORMS WITH A MINIMUM 2 INCHES OF CONCRETE COVER ALONG EACH SIDE OF FLARE (INCIDENTAL).

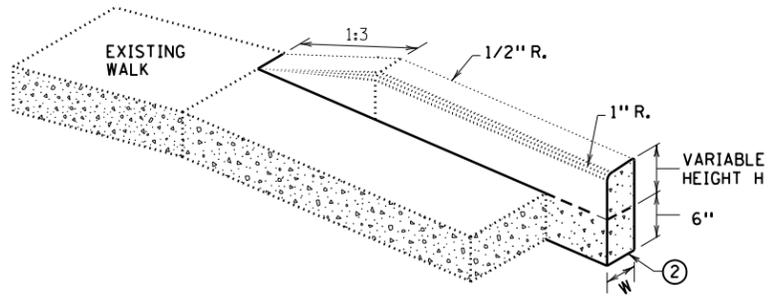
LEGEND	
(S)	INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE BETWEEN 5.0% MINIMUM AND 8.3% MAXIMUM IN THE DIRECTION SHOWN AND THE CROSS SLOPE SHALL NOT EXCEED 2.0%.
(F)	INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE GREATER THAN 2.0% AND LESS THAN 5.0% IN THE DIRECTION SHOWN AND CROSS SLOPE SHALL NOT EXCEED 2.0%.
(Hatched Area)	LANDING AREA - 4' X 4' MIN. (5' X 5' MIN. PREFERRED) DIMENSIONS AND MAX 2.0% SLOPE IN ALL DIRECTIONS. LANDING SHALL BE FULL WIDTH OF INCOMING PAR.
X"	CURB HEIGHT

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

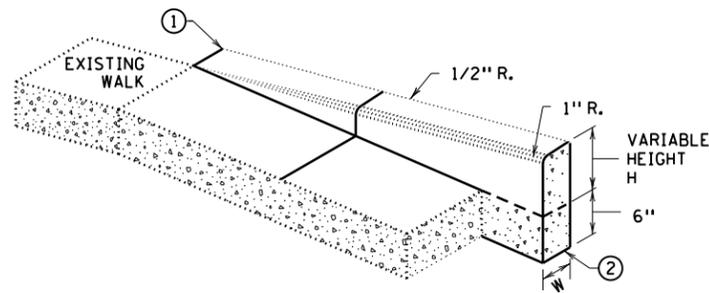
<b>m</b> MINNESOTA DEPARTMENT OF TRANSPORTATION	STANDARD PLAN 5-297.250	2 OF 6
137	<i>Tom Styrbicki</i> THOMAS STYRBICKI STATE DESIGN ENGINEER	APPROVED: 11-04-2021 REVISED:



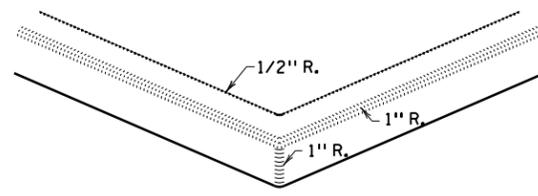




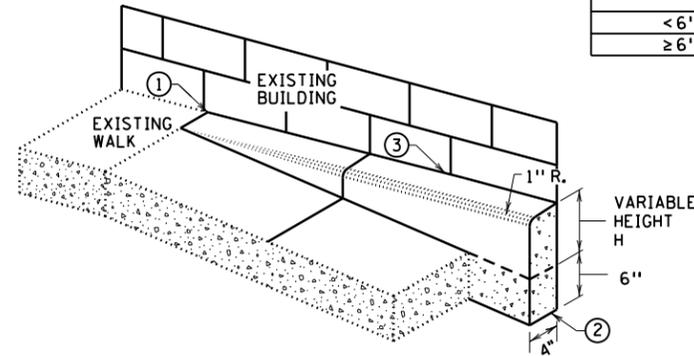
V CURB ADJACENT TO LANDSCAPE  
CURB WITHIN SIDEWALK LIMITS



V CURB ADJACENT TO LANDSCAPE  
CURB OUTSIDE SIDEWALK LIMITS

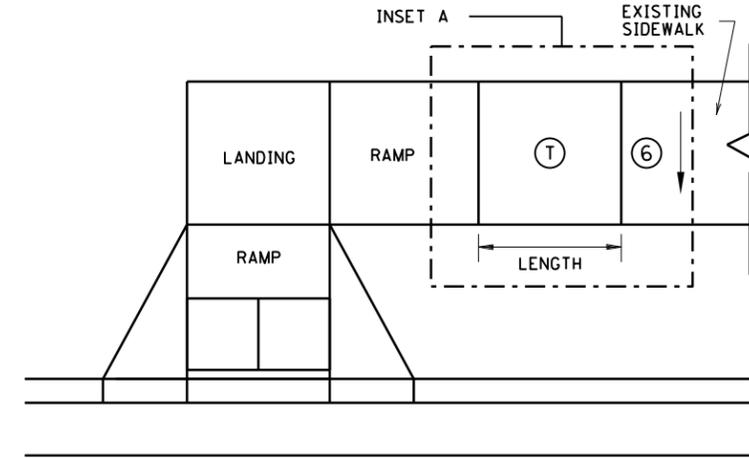


V CURB INTERSECTION

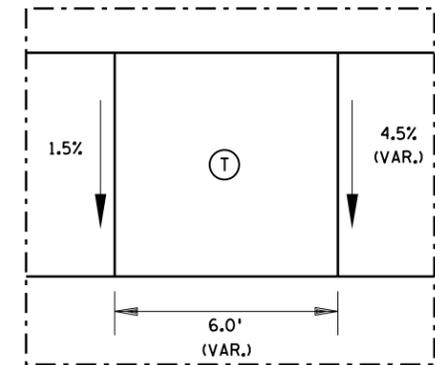


V CURB ADJACENT TO BUILDING  
OR BARRIER

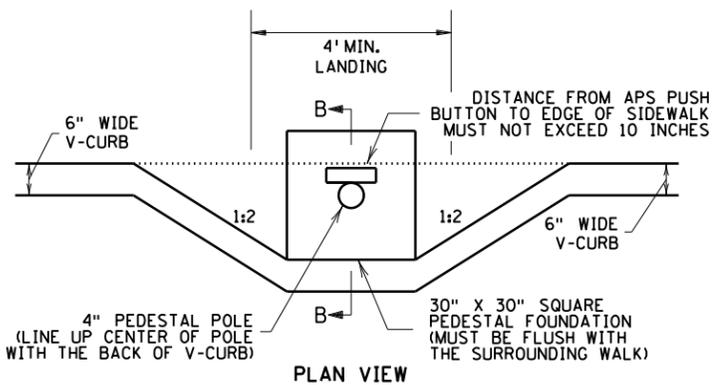
CONCRETE CURB DESIGN V	
CURB HEIGHT H	CURB WIDTH W
< 6"	4"
≥ 6"	6"



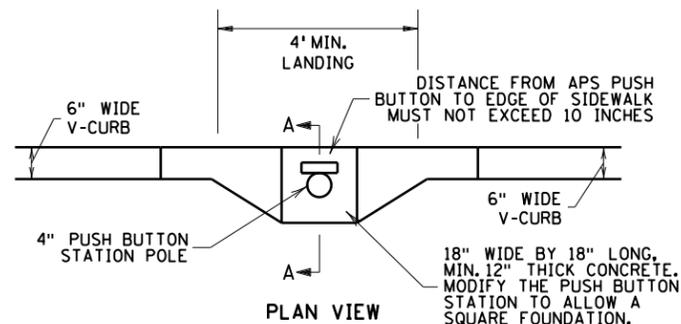
TRANSITION PANEL ④ ⑤



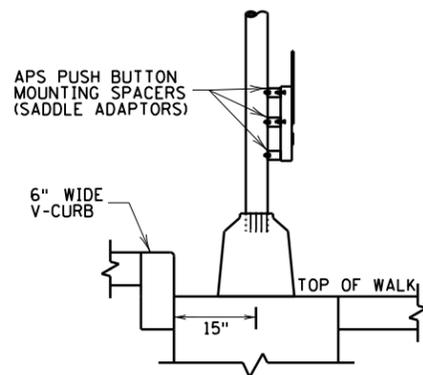
INSET A



PLAN VIEW

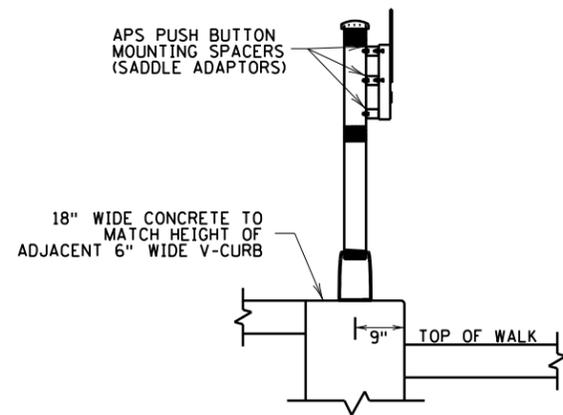


PLAN VIEW



SECTION B-B

SIGNAL PEDESTAL & PUSH BUTTON (V-CURB)



SECTION A-A

PUSH BUTTON STATION (V-CURB)

NOTES:

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

ALL V CURB CONTRACTION JOINTS SHALL MATCH CONCRETE WALK JOINTS.

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

V CURB SHALL BE PLACED OUTSIDE THE SIDEWALK LIMITS WHEN RIGHT OF WAY ALLOWS. V CURB NEXT TO BUILDING SHALL BE A 4" WIDTH AND SHALL MATCH PREVIOUS TOP OF SIDEWALK ELEVATIONS.

① END TAPERS AT TRANSITION SECTION SHALL MATCH INPLACE SIDEWALK GRADES.

② ALL V CURB SHALL MATCH BOTTOM OF ADJACENT WALK.

③ CONSTRUCT USING APPROVED EXPANSION MATERIAL PER MNDOT TYPE A-E EXPANSION. LEAVE A MINIMUM 1/2" TOP GAP AND SEAL WITH MNDOT APPROVED SILICONE PER MNDOT SPEC 3722.

④ THE MAX. RATE OF CROSS SLOPE TRANSITIONING IS 1' LINEAR FOOT OF SIDEWALK PER HALF PERCENT CROSS SLOPE. WHEN PAR WIDTH IS GREATER THAN 6' OR THE RUNNING SLOPE IS GREATER THAN 5%, DOUBLE THE CALCULATED TRANSITION LENGTH.

⑤ TRANSITION PANELS ARE TO ONLY BE USED AFTER THE RAMP, OR IF NEEDED, LANDING ARE AT THE FULL CURB HEIGHT (TYPICAL SECTION).

⑥ EXISTING CROSS SLOPE GREATER THAN 2.0%.

LEGEND

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

⑤ INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE BETWEEN 5.0% MINIMUM AND 8.3% MAXIMUM IN THE DIRECTION SHOWN AND THE CROSS SLOPE SHALL NOT EXCEED 2.0%.

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

① TRANSITION PANEL(S) - TO BE USED FOR TRANSITIONING THE CROSS-SLOPE OF A RAMP TO THE EXISTING WALK CROSS-SLOPE. RATE OF TRANSITION SHOULD BE 0.5% PER 1 LINEAR FOOT OF WALK. SEE THIS SHEET FOR ADDITIONAL INFORMATION.

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

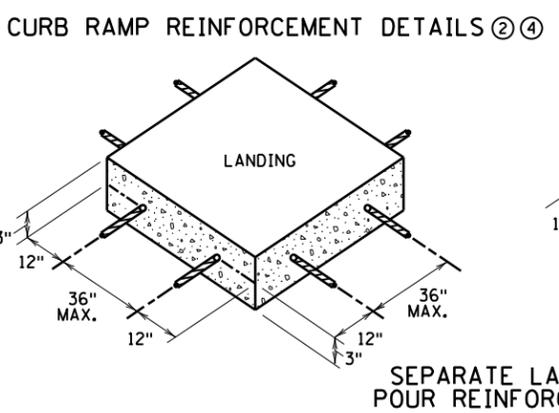
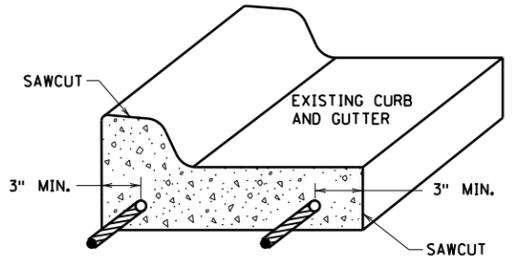
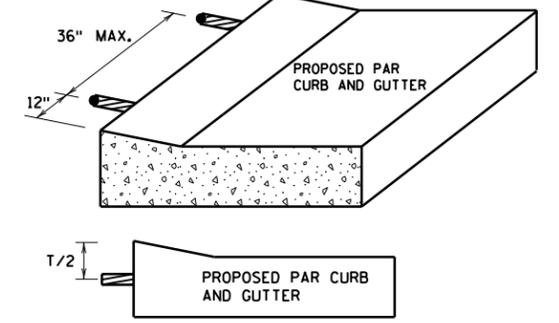
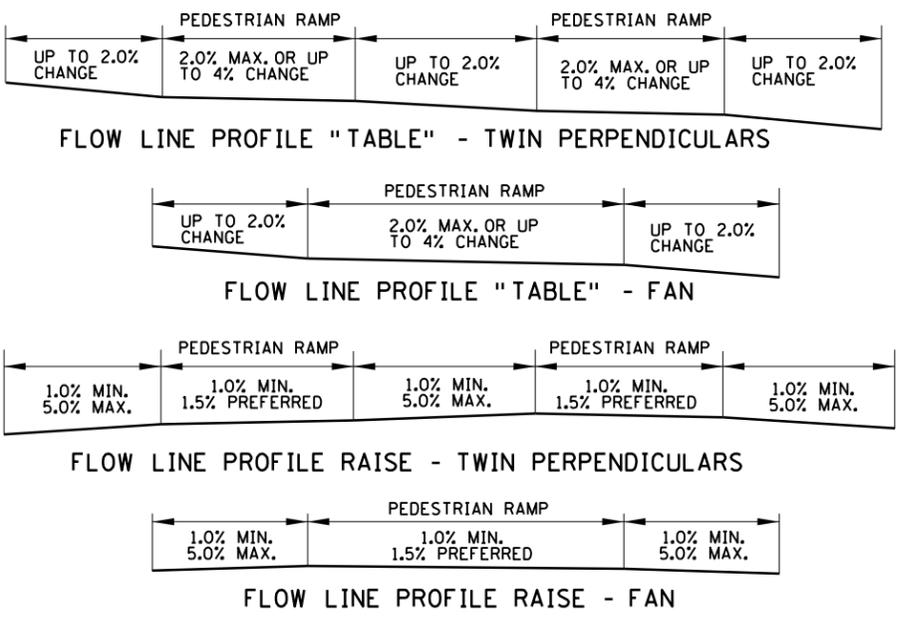
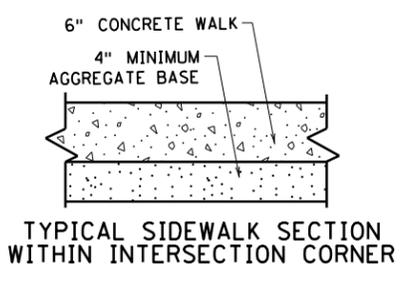
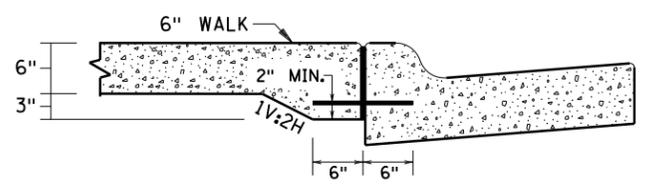
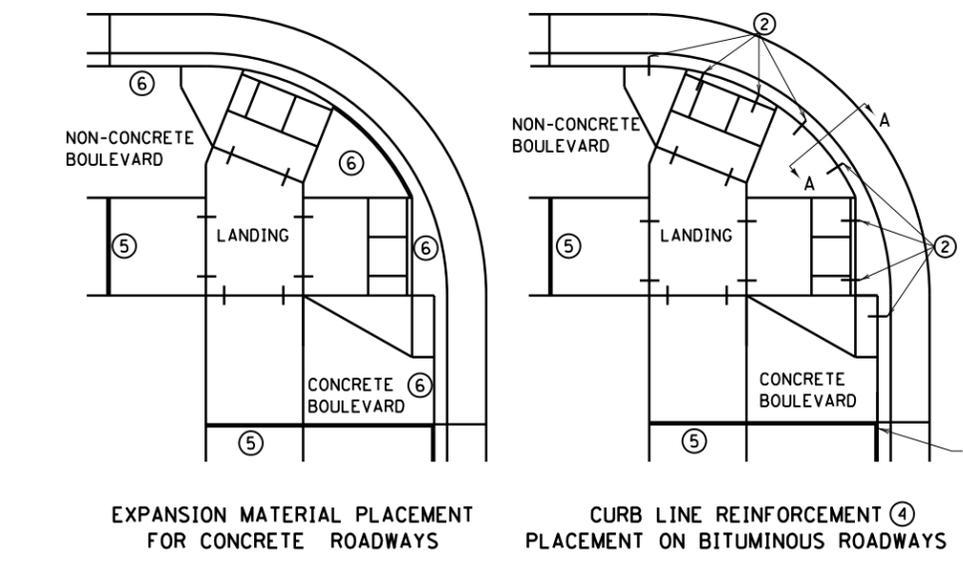
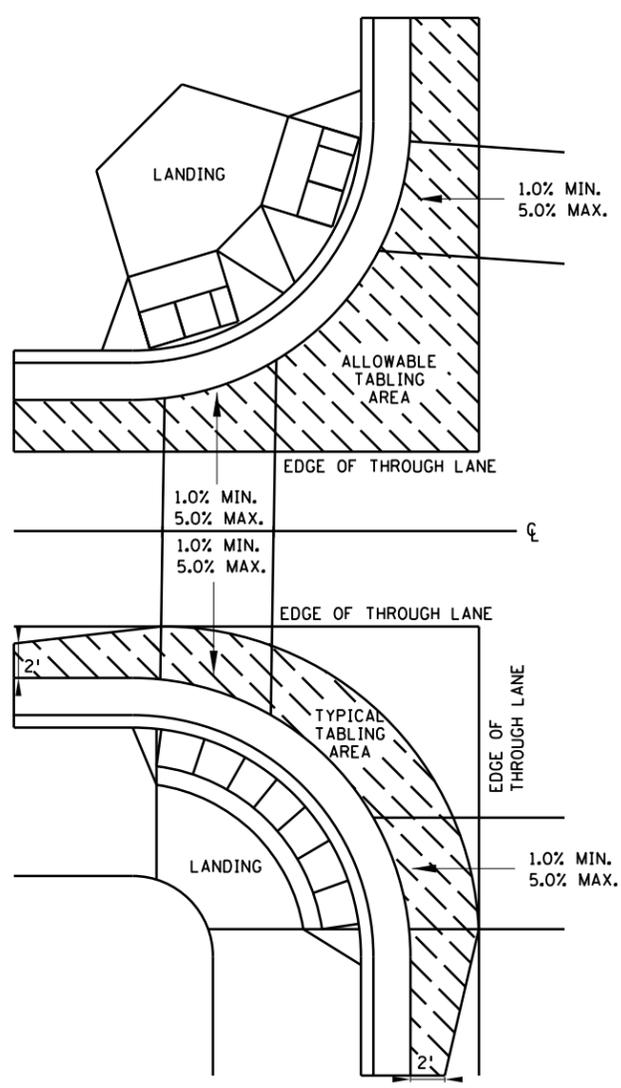
	STANDARD PLAN 5-297.250	5 OF 6
		APPROVED: 11-04-2021
140	THOMAS STYRBICKI STATE DESIGN ENGINEER	REVISED:

PEDESTRIAN CURB RAMP DETAILS

REVISIONS	DESCRIPTION	DATE	BY

MODEL: Detail - J:\2022\Quiet Zone\3022022-1835\CADD\Civil\Sheet\C3.4\_ADA\_PED\_RAMP.dwg

DATE	SCALE	NO. SCALE	DATE	REVISION DESCRIPTION
04/20/2023				



**CURB LINE AND ROAD CROSSING ADJUSTMENTS**

**GENERAL NOTES:**

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

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

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

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

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

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

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

**NOTES:**

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

REVISION:

APPROVED: 11-04-2021

*Jeffrey Perkins*  
JEFFREY PERKINS  
OPERATIONS DIVISION

**mn** MINNESOTA DEPARTMENT OF TRANSPORTATION

STANDARD PLAN 5-297.250 6 OF 6

APPROVED: 11-04-2021  
REVISOR:

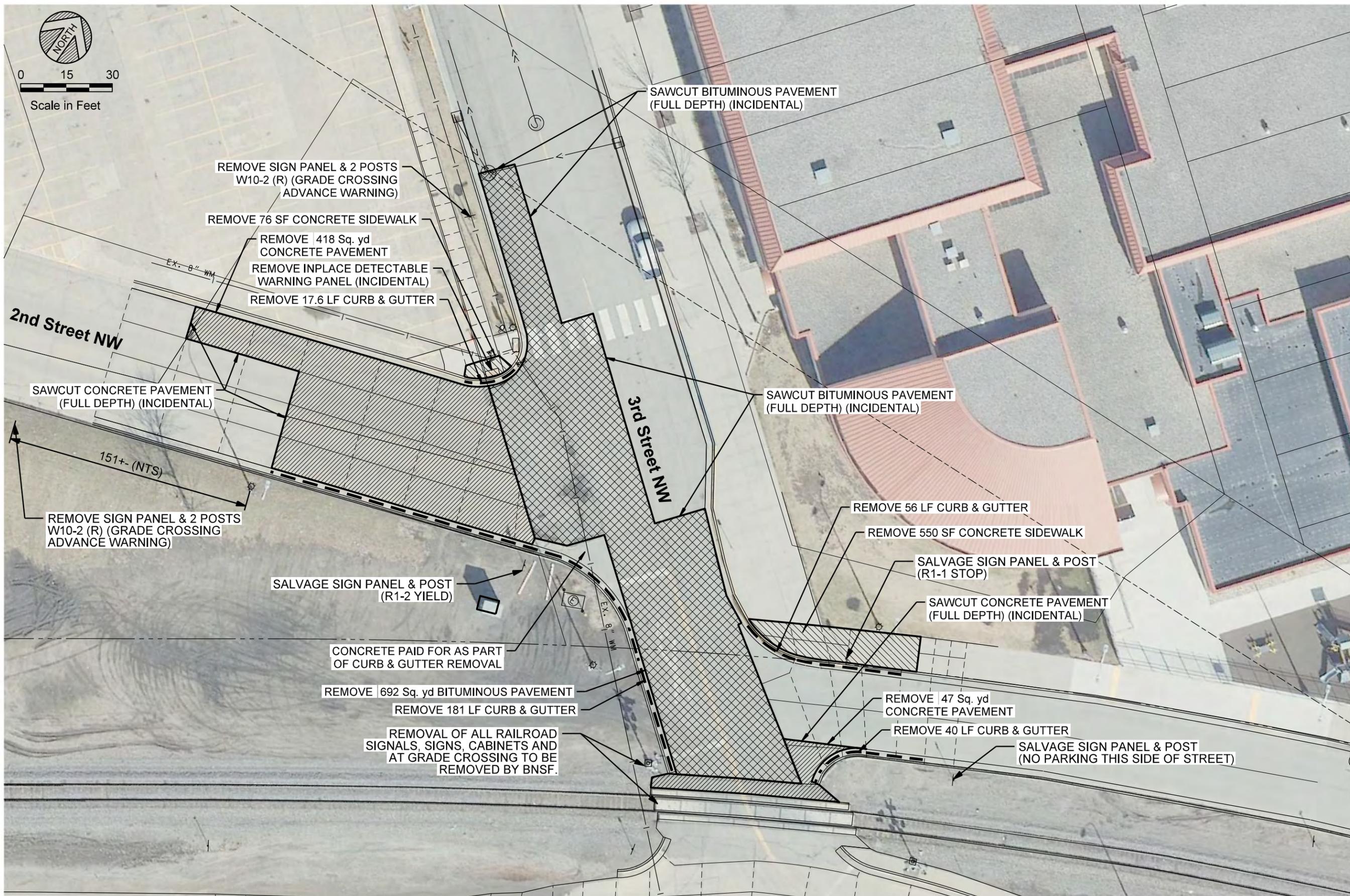
*Tom Stybicki*  
THOMAS STYBICKI  
STATE DESIGN ENGINEER

**PEDESTRIAN CURB RAMP DETAILS**



0 15 30

Scale in Feet



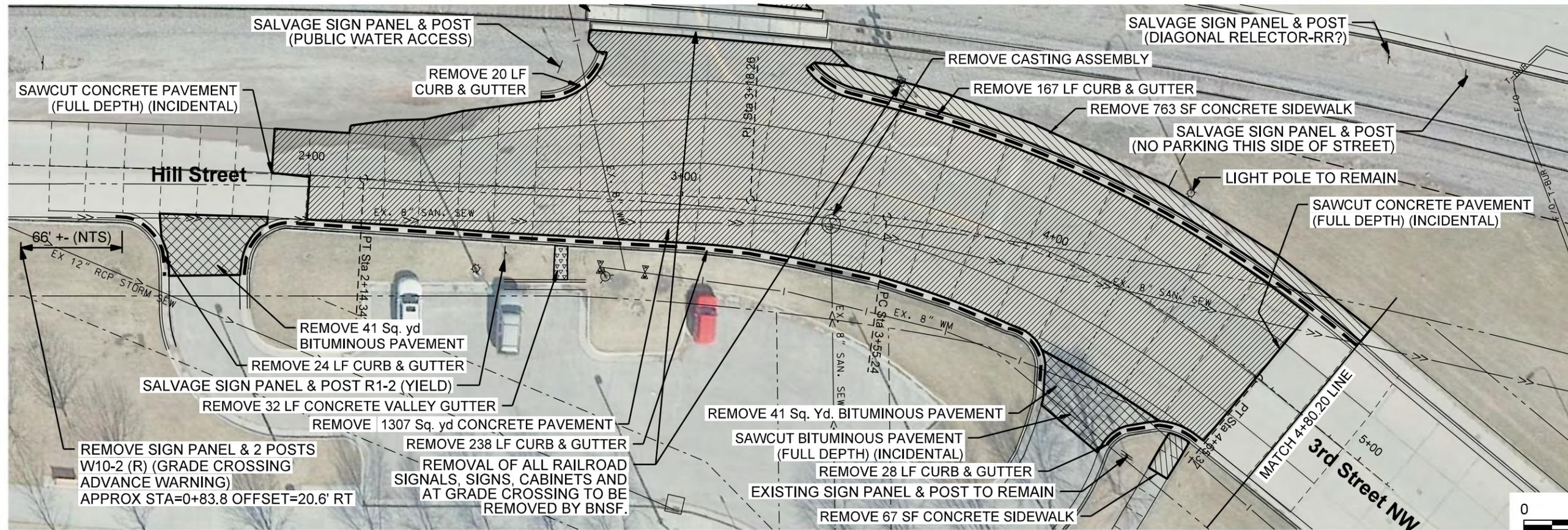
DATE	REVISION DESCRIPTION	BY
04/20/2023	AS SHOWN	MBA
		SRE

DATE: 04/20/2023	SCALE: AS SHOWN	DRAWN BY: MBA	CHECKED BY: SRE
JOB NUMBER: 32356-2024-11935			

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

SHEET NO. **C4.0**





**Removal Plan**

SEE SHEET C4.3 FOR PLAN & PROFILE



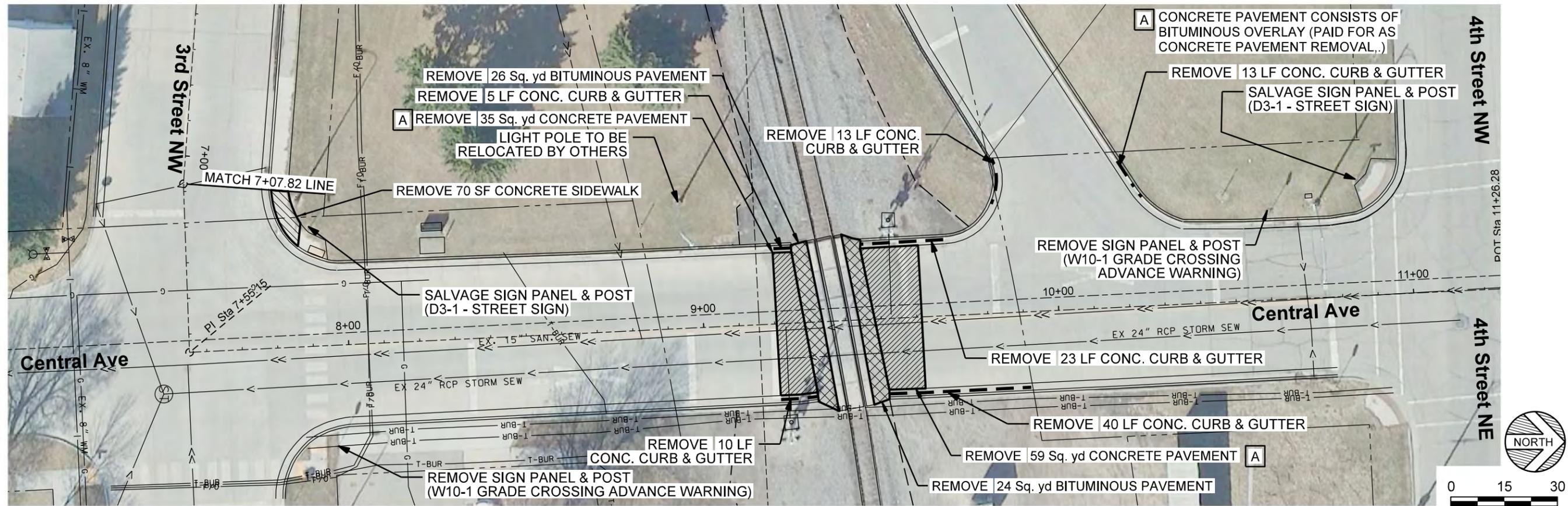
BY: I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.  
STEVEN R. EMERY DATE: 04/20/2023 LIC. NO.: 41394

DATE	REVISION DESCRIPTION

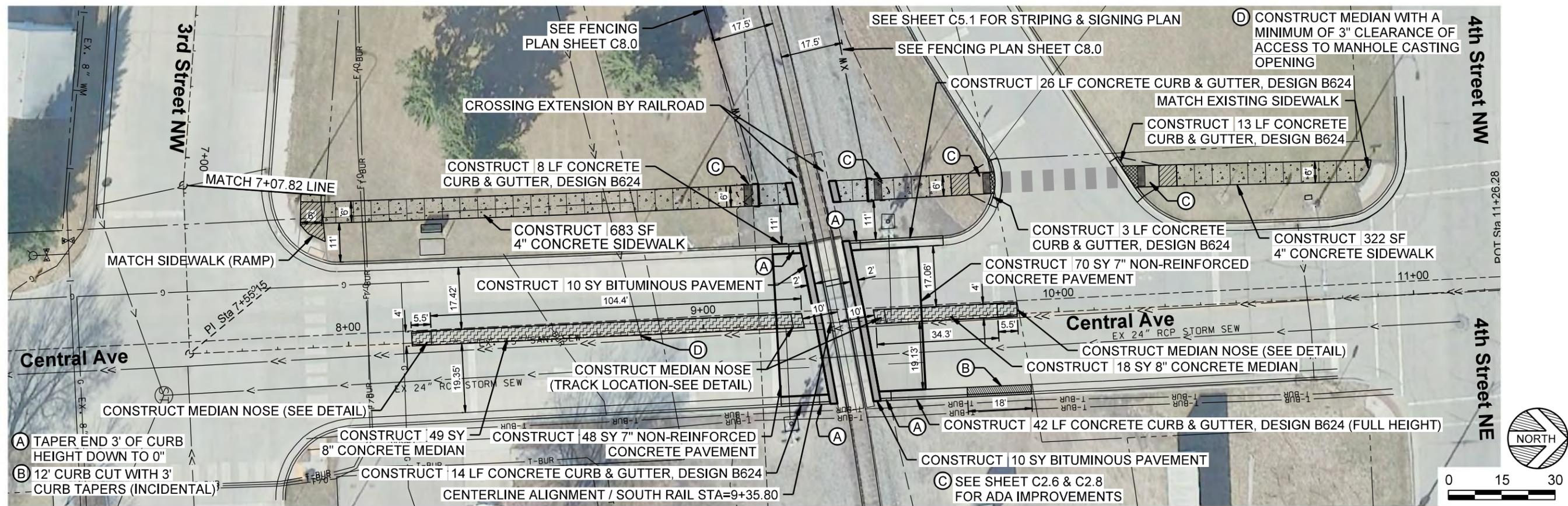
2022 CITY PROJECT NO. 3  
QUIET ZONE - STREET & SIDEWALK IMPROVEMENTS  
EAST GRAND FORKS, MINNESOTA  
JOB NUMBER: 32356-2024-11635







**Removal Plan**



**Construction Plan**

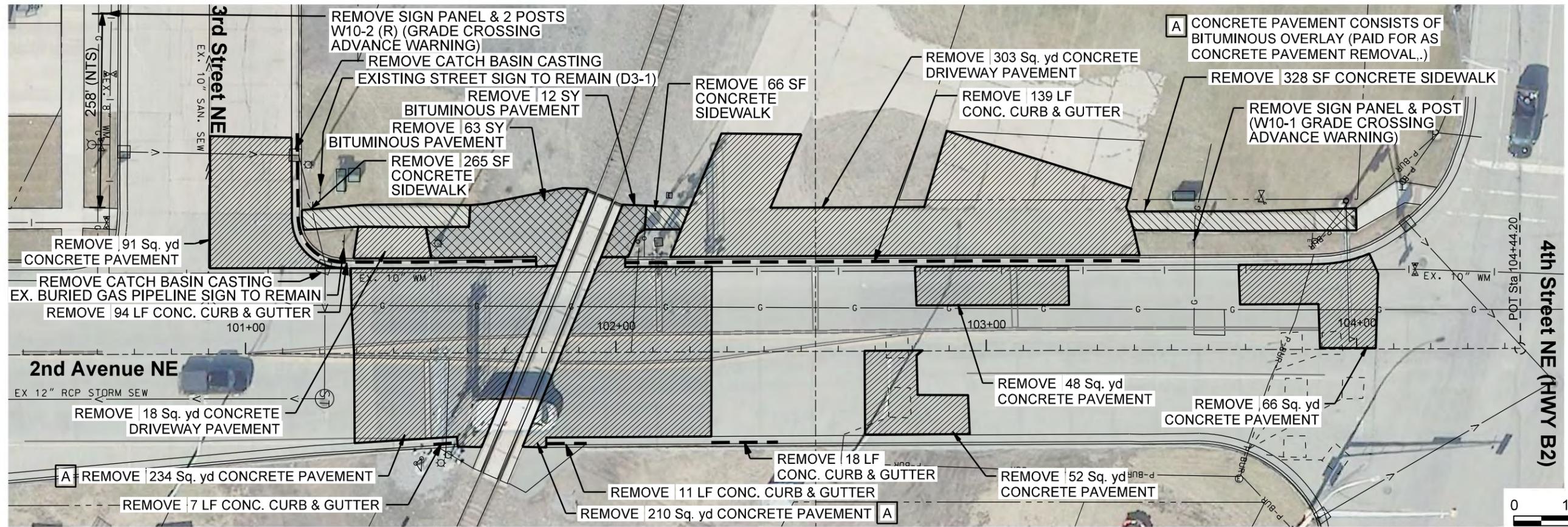


BY: I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.  
STEVEN R. EMERY DATE: 04/20/2023 LIC. NO. 41394

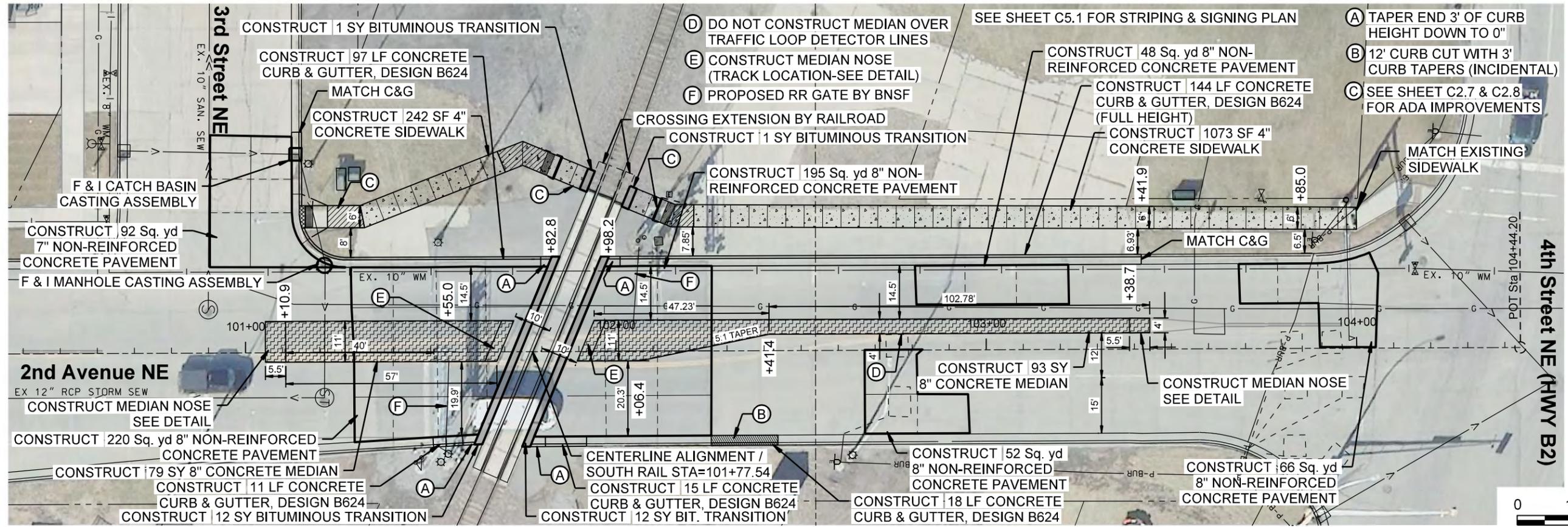
REVISIONS	DESCRIPTION	DATE	REV#

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

MODEL: Detail; PATH: J:\2022\City of East Grand Forks\2022\0304-1835-C4.050-C4.1\Plan\_Sheet\_C4.5\_Remo-Const\_4.dwg  
4/20/2023



**Removal Plan**



**Construction Plan**

BY: I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.  
STEVEN R. EMERY DATE: 04/20/2023 LIC. NO.: 41394

REVISION DESCRIPTION	DATE	BY

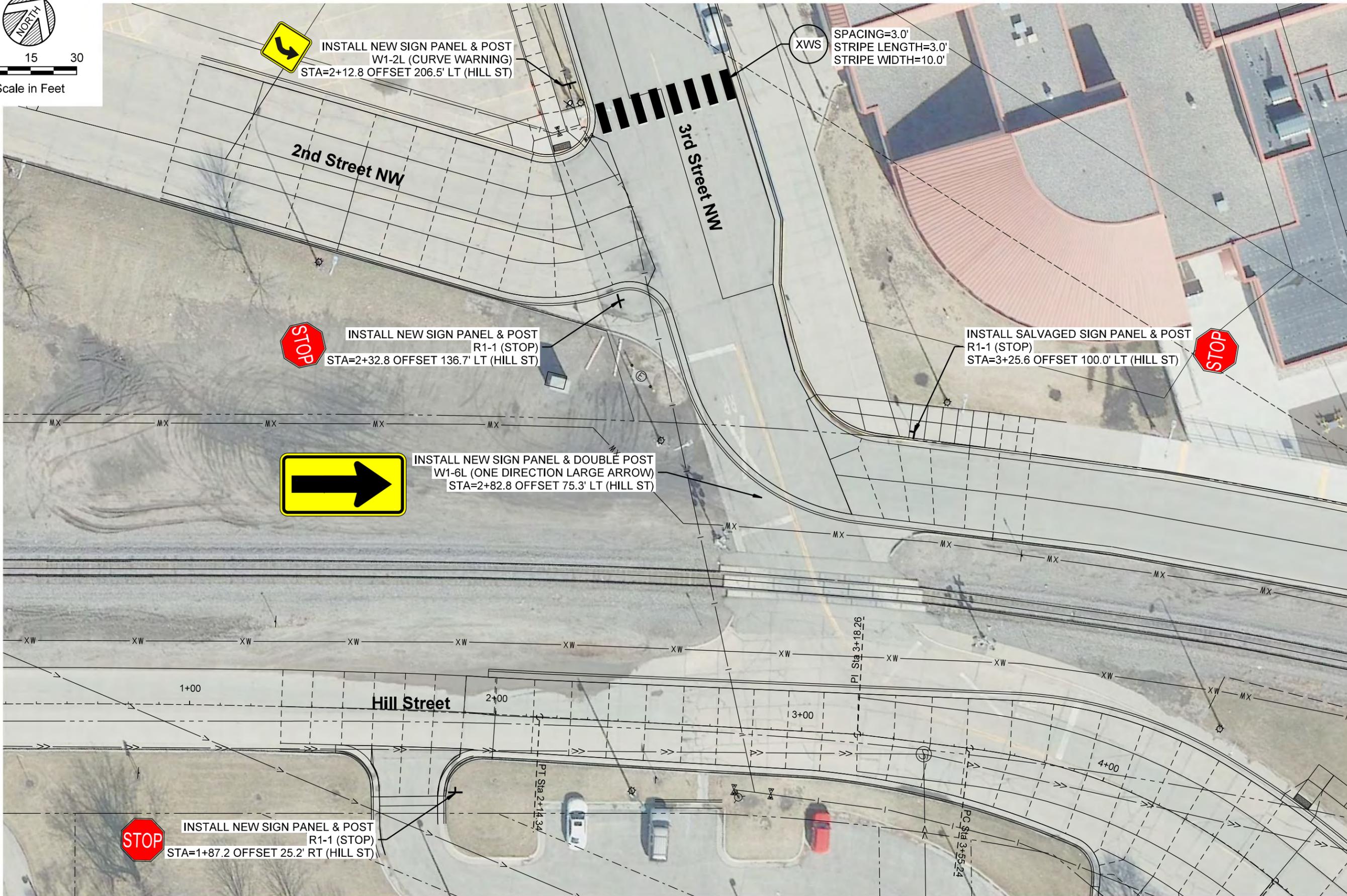
2022 CITY PROJECT NO. 3  
QUIET ZONE - STREET & SIDEWALK IMPROVEMENTS  
EAST GRAND FORKS, MINNESOTA  
REMOVAL & CONSTRUCTION PLAN

MODEL: Detail  
PART: 4/20/23  
4/20/2023



0 15 30

Scale in Feet



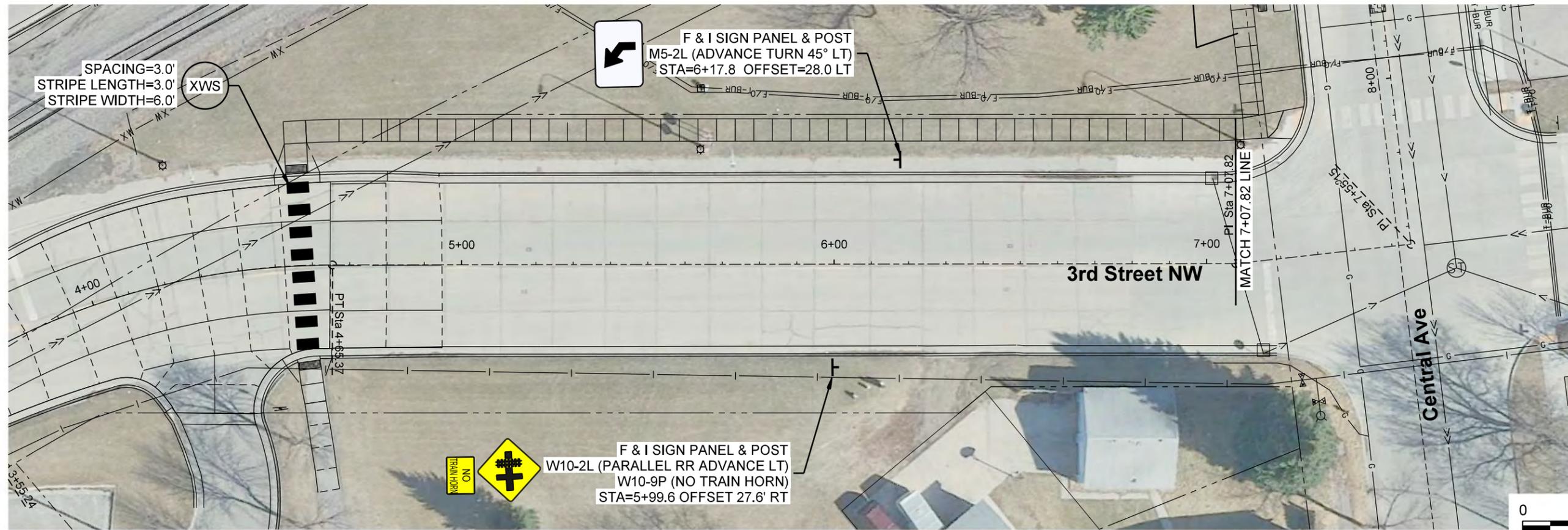
MODEL: D:\InRoads\Drawings\2022\1835\CADD\Civil\Plan\_Sheet\_C5.2\_SIGN\_STRIP.dgn  
DATE: 04/20/2023 10:52:00 AM  
SCALE: AS SHOWN  
DRAWN BY: MHA  
CHECKED BY: SRE  
JOB NUMBER: 32356-2024-1193

SEE SHEET C5.2 FOR ABBREVIATION LEGEND

DATE: 04/20/2023  
LIC. NO.: 41394  
STEVEN R. EMERY  
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND IN ACCORDANCE WITH THE PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE	REVISION DESCRIPTION
04/20/2023	AS SHOWN

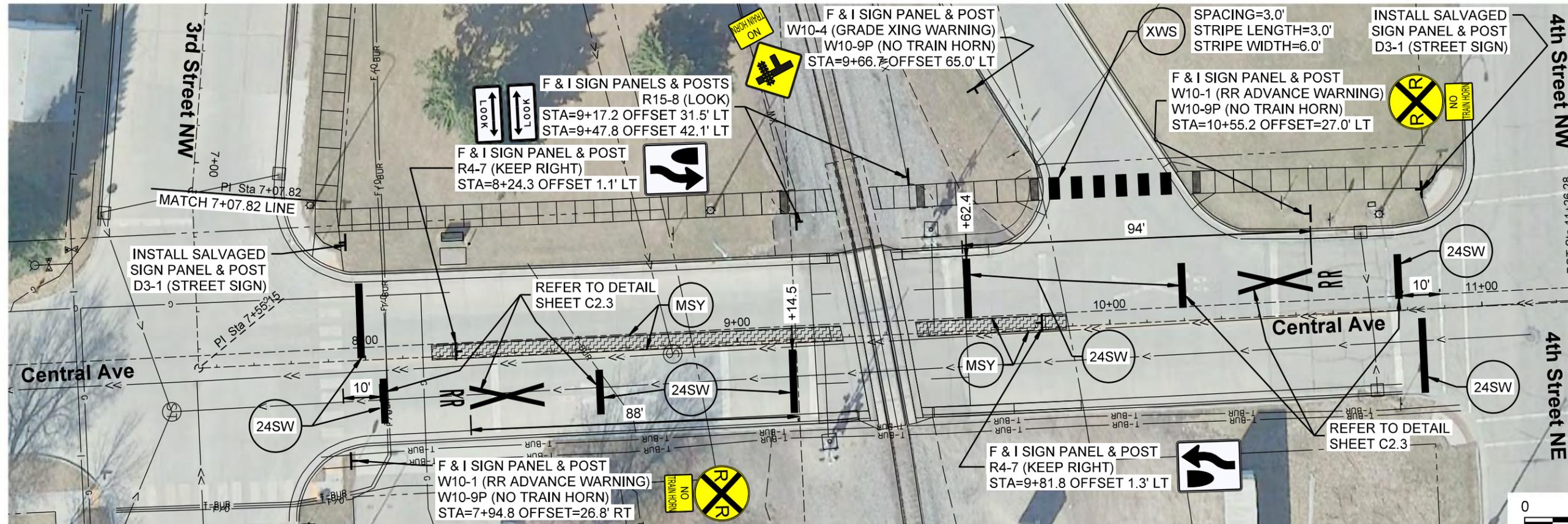
2022 CITY PROJECT NO. 3  
QUIET ZONE - STREET & SIDEWALK IMPROVEMENTS  
EAST GRAND FORKS, MINNESOTA  
SIGNING & STRIPING PLAN



SEE SHEET C5.2 FOR STRIPING ABBREVIATION LEGEND

**Signing & Striping Plan**

Scale in Feet



SEE SHEET C5.2 FOR STRIPING ABBREVIATION LEGEND

**Signing & Striping Plan**

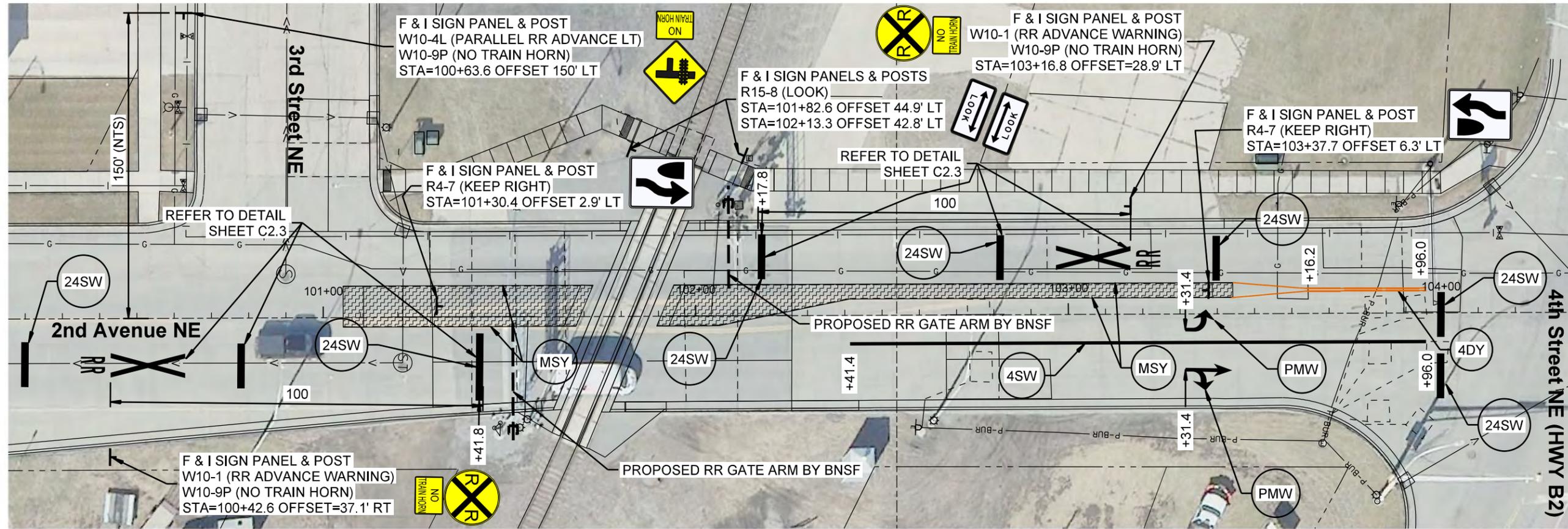
Scale in Feet

BY: I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.  
STEVEN R. EMERY DATE: 04/20/2023 LIC. NO. 41394

REVISIONS	DESCRIPTION	DATE	REV#

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

MODEL: Detail; PATH: J:\2022\East Grand Forks\2022-1835\CADD\Civil\Plan\Sheet\C5.1\_SIGN\_STRIPING.dwg



**Signing & Striping Plan**

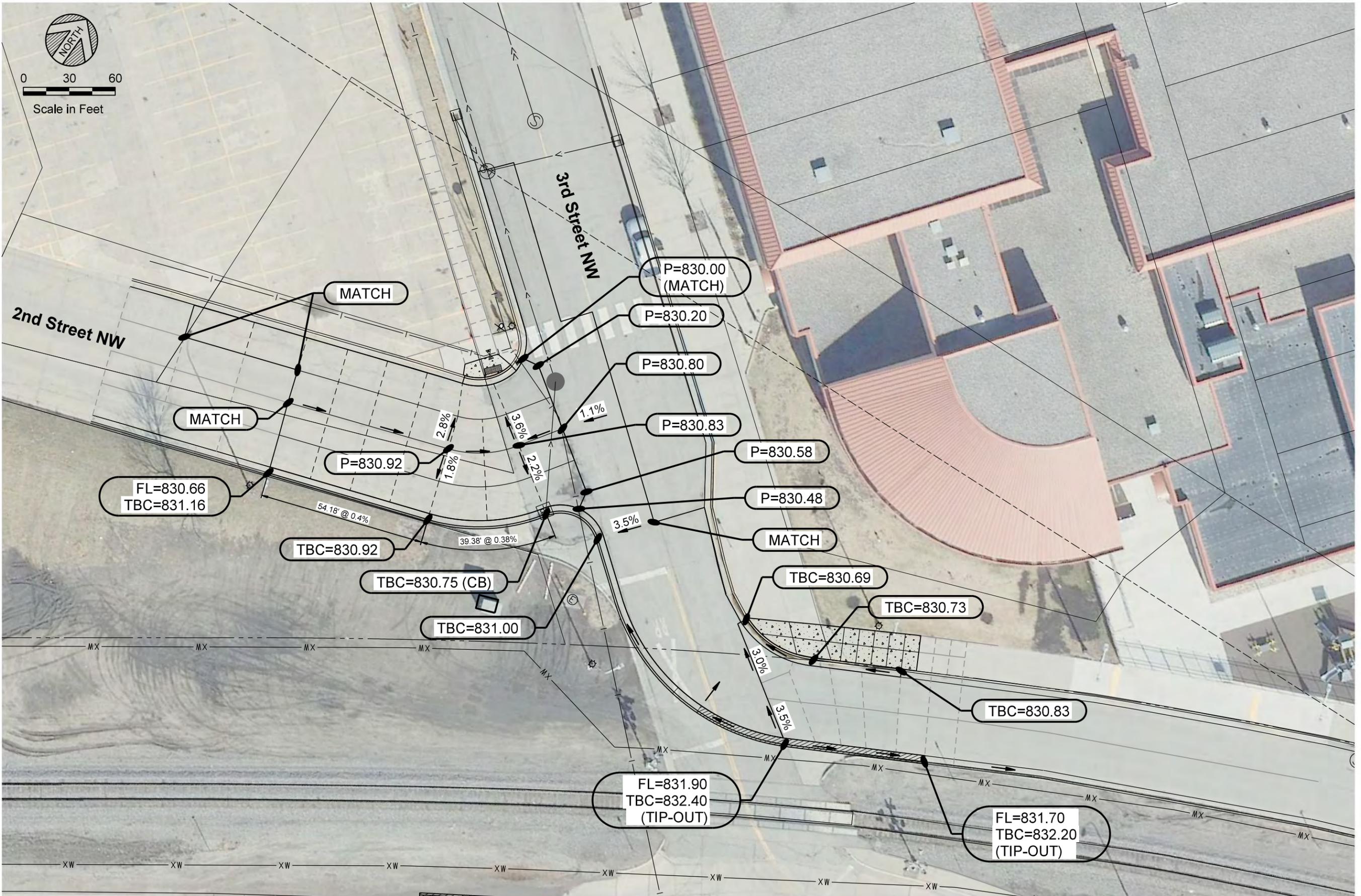
ABBREVIATION LEGEND	
24" SOLID WHITE PAINT (STOP BAR)	24SW
MEDIAN SOLID YELLOW (MEDIAN FACE)	MSY
4" DOUBLE YELLOW PAINT	4DY
SOLID WHITE PAINT CROSS WALK	XWS
4" SOLID WHITE PAINT	4SW
PAVEMENT MARKING WHITE PAINT	PMW



BY: I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.  
STEVEN R. EMERY DATE: 04/20/2023 LIC. NO. 41394

DATE	REV#	REVISION DESCRIPTION

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



MODEL: Detail - 2/23/2023 10:58:58 AM - 1835-CADD-Civil-Plan-Sheet-C6.0\_Grading.dwg

BY: I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND IN ACCORDANCE WITH THE PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.  
 STEVEN R. EMERY DATE: 04/20/2023 LIC. NO. 41394

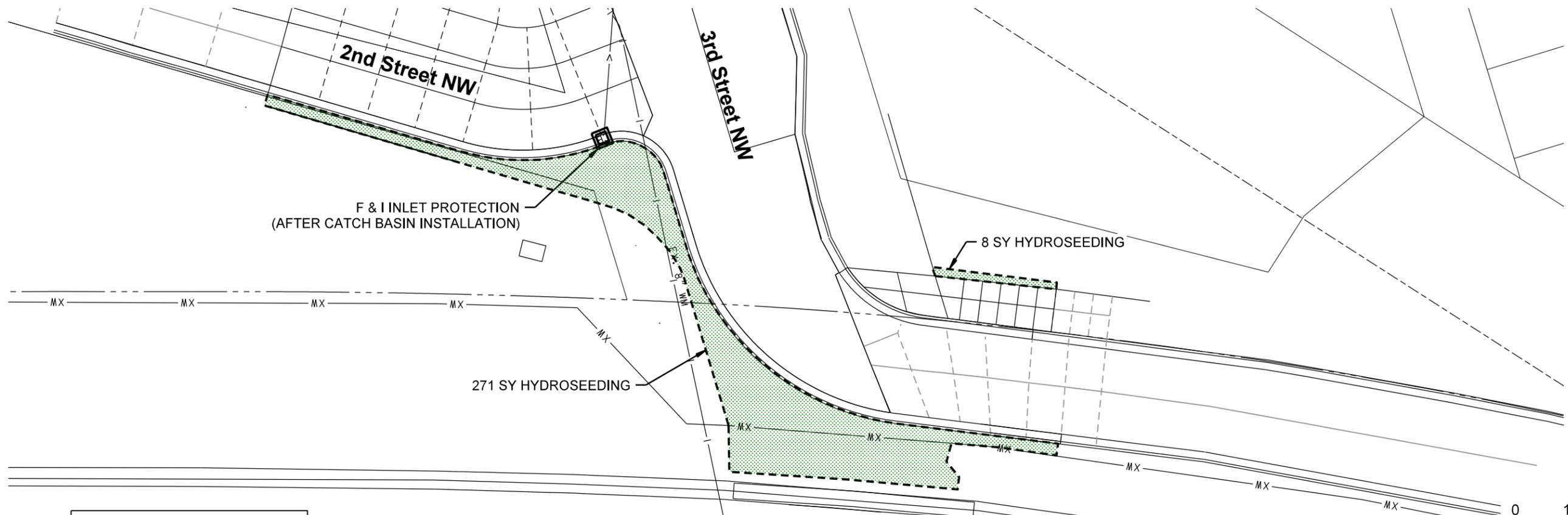
DATE	REV#	REVISION DESCRIPTION
	1	
	2	
	3	
	4	

DATE: AS SHOWN  
 SCALE: MHA  
 DRAWN BY: SRE  
 CHECKED BY:  
 JOB NUMBER: 32356-2024-11935

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

SHEET NO. **C6.0**  
 SHEET OF

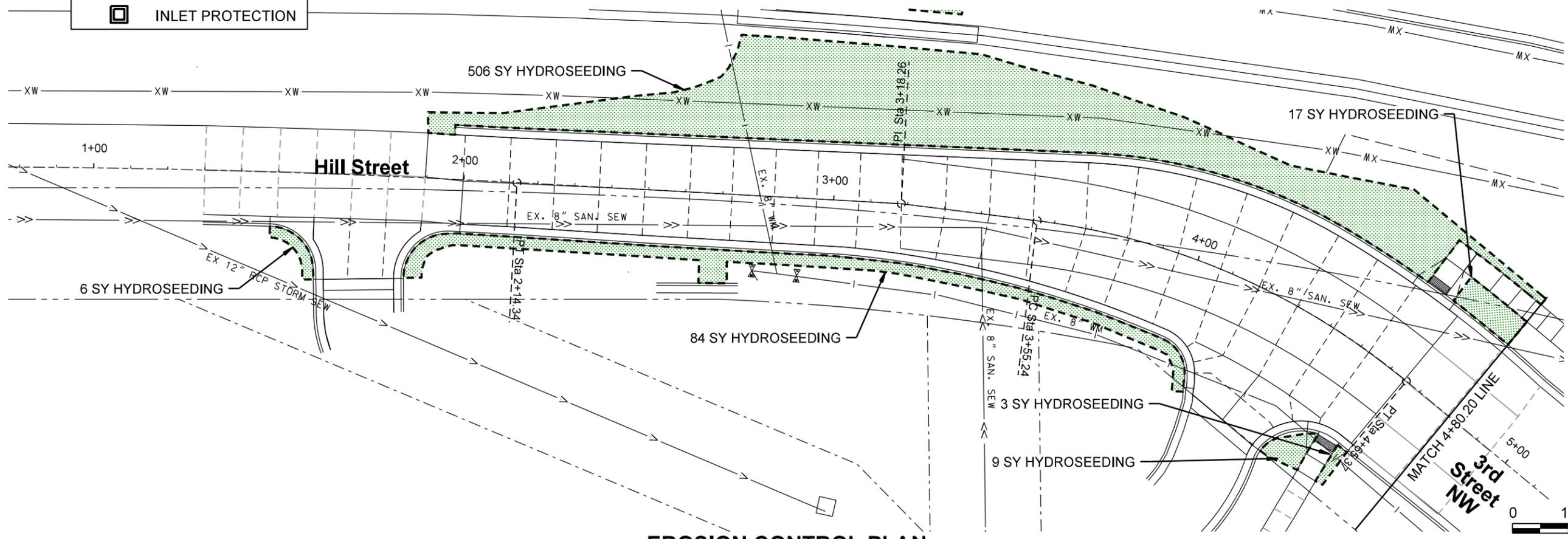
DATE	REVISION DESCRIPTION
04/20/2023	AS SHOWN
	MBA
	SRE
	DATE
	REV



**EROSION CONTROL PLAN**

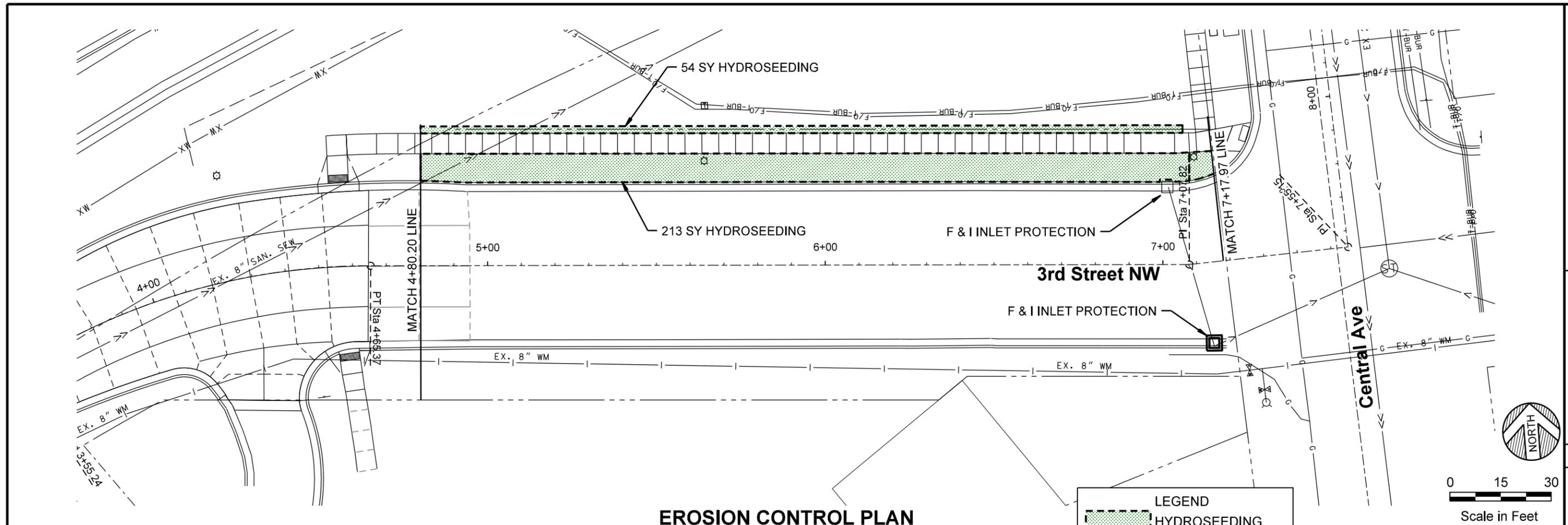
**LEGEND**

- HYDROSEEDING
- INLET PROTECTION



**EROSION CONTROL PLAN**

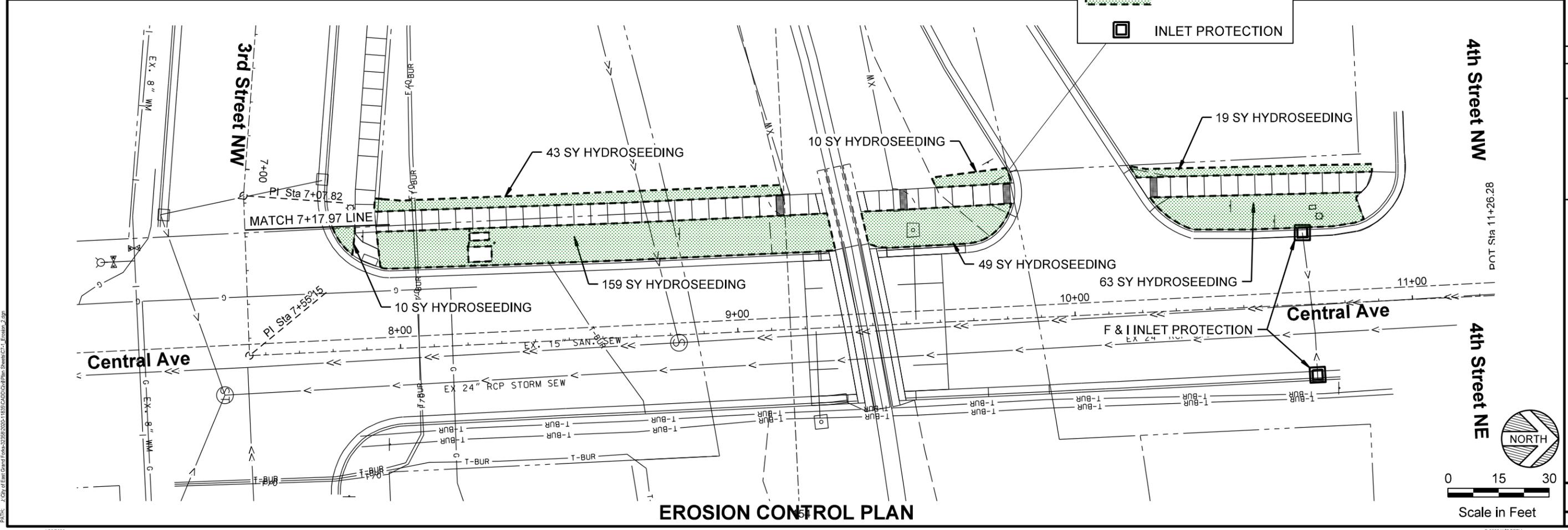
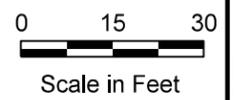
MODEL: Detail; PATH: J:\2022\City of East Grand Forks\2022-11935\CAD\Civil\Plan\_Sheet\C7.0\_Erosion\_1.dgn



**EROSION CONTROL PLAN**

**LEGEND**

-  HYDROSEEDING
-  INLET PROTECTION



**EROSION CONTROL PLAN**

**LEGEND**

-  HYDROSEEDING
-  INLET PROTECTION



**WIDSETH**  
ARCHITECTS • ENGINEERS • SCIENTISTS • SURVEYORS

DATE: 04/20/23  
SCALE: AS SHOWN  
DRAWN BY: MHA  
CHECKED BY: SRE  
JOB NUMBER: 23556-2024-11635

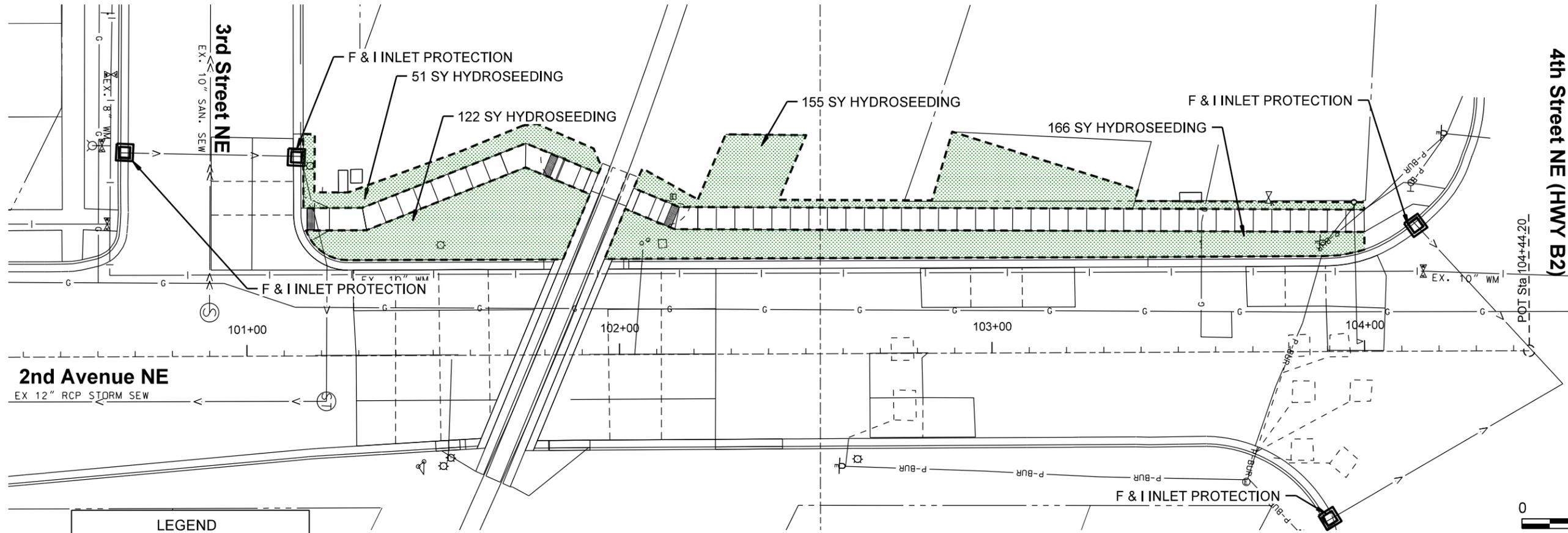
2022 CITY PROJECT NO. 3  
QUIET ZONE - STREET & SIDEWALK IMPROVEMENTS  
EAST GRAND FORKS, MINNESOTA

**C7.1**

EROSION CONTROL PLAN

DATE: 04/20/2023  
LIC. NO.: 41394

MODEL: D:\InRoads\Projects\2023\2023-11635\GIS\Drawings\Sheet\C7.1\_Erosion.dwg  
DATE: 4/20/23



**LEGEND**

 HYDROSEEDING

 INLET PROTECTION

**EROSION CONTROL PLAN**

 NORTH

0 15 30  
Scale in Feet

BY: I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.  
STEVEN R. EMERY DATE: 04/20/2023 LIC. NO. 41394

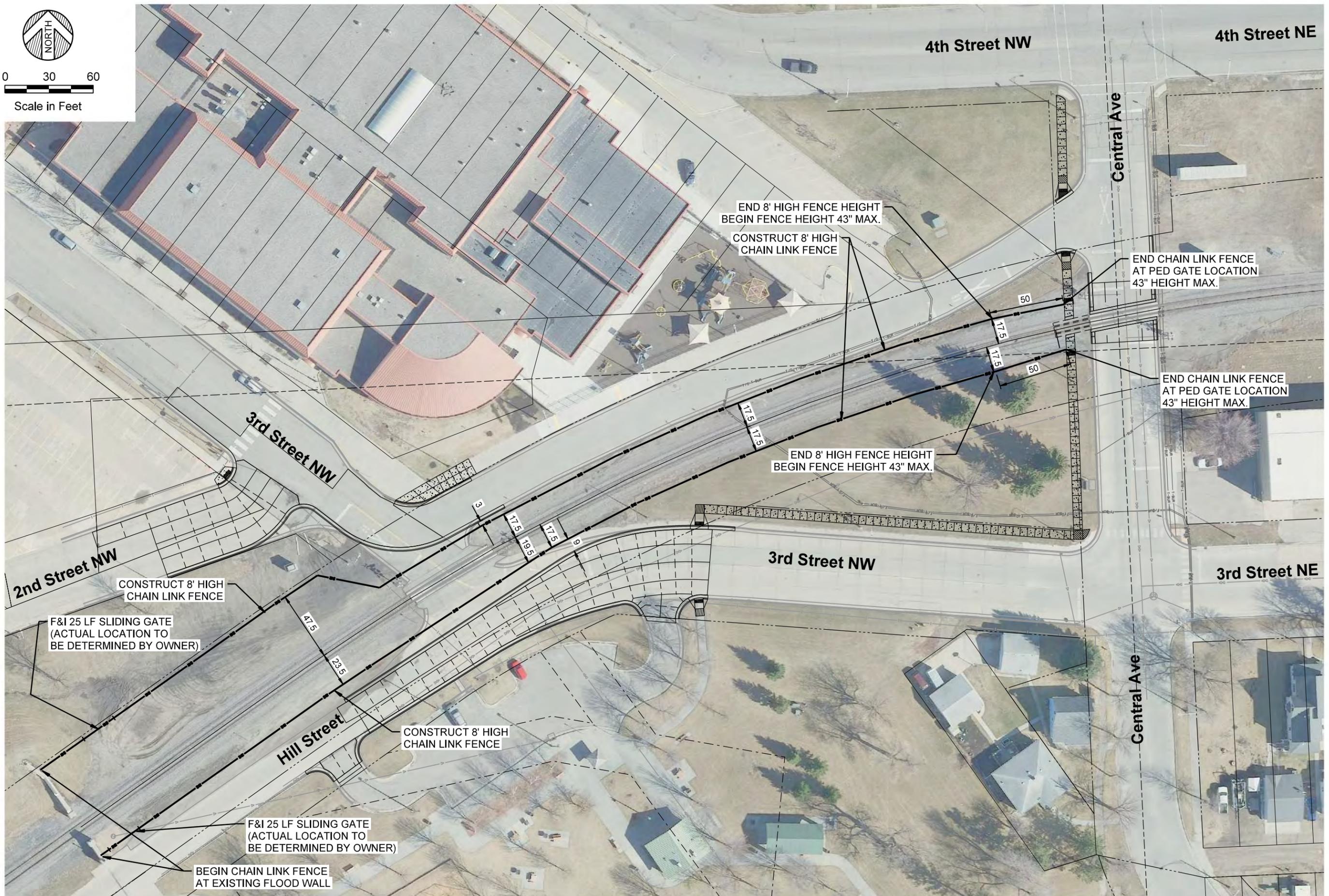
DATE	REV#	REVISION DESCRIPTION
04/20/23 <td>1 <td>AS SHOWN </td></td>	1 <td>AS SHOWN </td>	AS SHOWN
	2	
	3	
	4	

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

SHEET NO. **C7.2**  
SHEET OF



0 30 60  
Scale in Feet



BY: STEVEN R. EMERY  
DATE: 04/20/2023  
LIC. NO.: 41394

DATE	REV#	REVISION DESCRIPTION
	1	
	2	
	3	

DATE: AS SHOWN  
SCALE: MHA  
DRAWN BY: SRE  
CHECKED BY:  
JOB NUMBER: 22556-2024-11635

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

SHEET NO. **C8.0**  
SHEET OF



0 100 200

Scale in Feet



**WIDSETH**  
ARCHITECTS • ENGINEERS • SCIENTISTS • SURVEYORS

BY: STEVEN R. EMERY  
DATE: 04/20/2023  
LIC. NO.: 41394  
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND IN ACCORDANCE WITH THE PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE	REVISION DESCRIPTION	DATE	REV#
04/20/2023	AS SHOWN		1
			2
			3
			4

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

SHEET NO. **C9.0**  
SHEET OF

MODEL: Detail - City of East Grand Forks 3/23/2023 1:55:54 PM 1835 CAD/CAD/Plan Sheet C9.0 Traffic.dwg

MODEL: Detail  
 PATH: J:\2022\East Grand Forks\32356\2024-1835\CADD\Civil\Plan\_Sheet\CS1\_Traffic\_Detour.dwg



**WIDSETH**  
 ARCHITECTS • ENGINEERS • SCIENTISTS • SURVEYORS

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

DATE: 04/20/2023  
 SCALE: AS SHOWN  
 DRAWN BY: MHA  
 CHECKED BY: SRE  
 JOB NUMBER: 32356-2024-1835

REVISIONS DESCRIPTION  
 DATE REV#

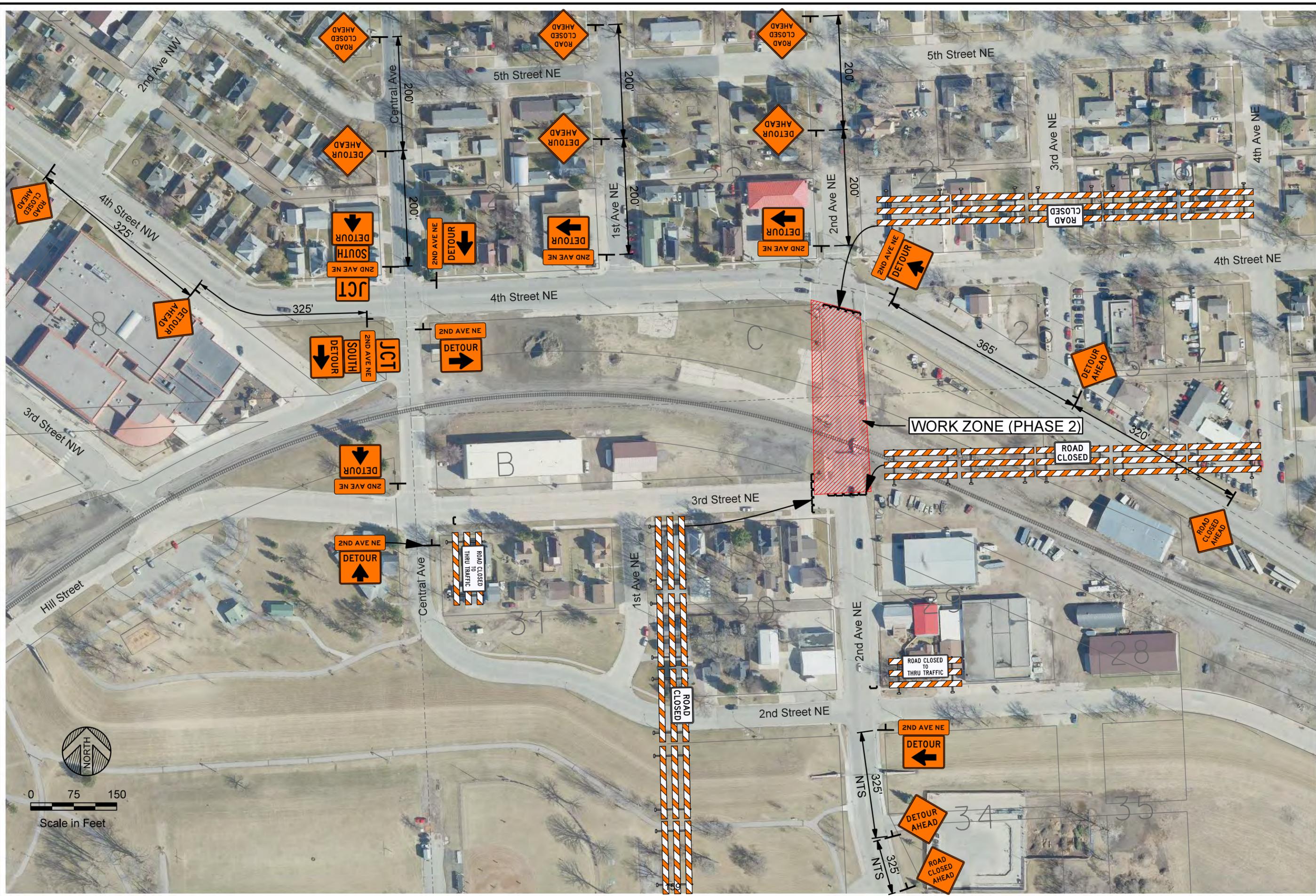
BY: STEVEN R. EMERY  
 DATE: 04/20/2023  
 LIC. NO.: 41394

HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND IN ACCORDANCE WITH THE PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

SHEET NO. **C9.1**  
 SHEET OF

TRAFFIC CONTROL DETOUR PLAN (PHASE 1)

MODEL: Detail  
PATH: J:\City of East Grand Forks\2022\2022-1835-CAD\City Plan\_Sheet\_C9.2\_Traffic\_Detour.dwg



**WIDSETH**  
ARCHITECTS • ENGINEERS • SCIENTISTS • SURVEYORS

2022 CITY PROJECT NO. 3  
QUIET ZONE - STREET & SIDEWALK IMPROVEMENTS  
EAST GRAND FORKS, MINNESOTA  
TRAFFIC CONTROL DETOUR PLAN (PHASE 2)

DATE	SCALE	DATE	REV#	REVISION DESCRIPTION
04/20/2023	AS SHOWN		1	
			2	
			3	

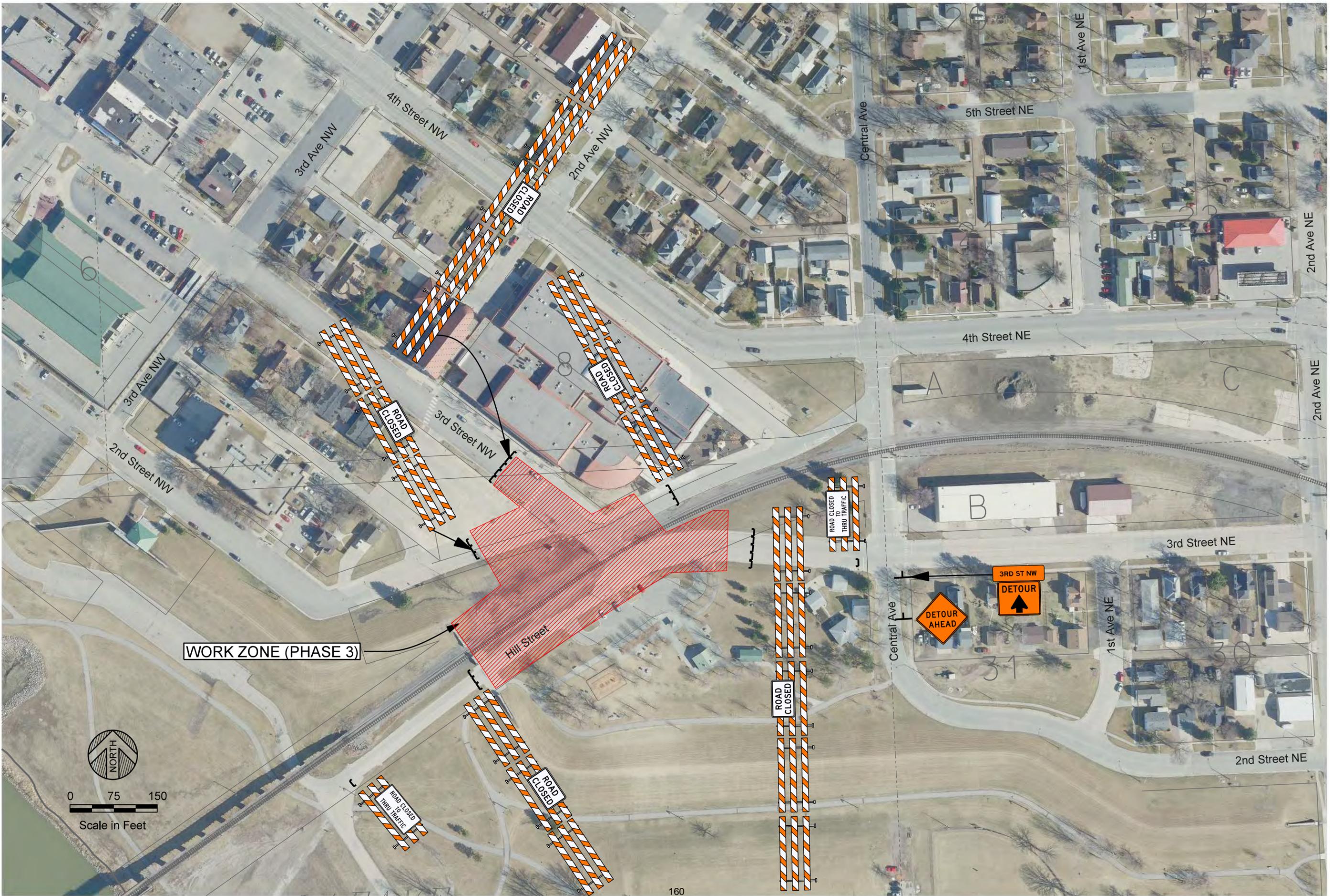
DATE: 04/20/2023  
SCALE: AS SHOWN  
DRAWN BY: MHA  
CHECKED BY: SRE  
JOB NUMBER: 22358-2024-1193

BY: STEVEN R. EMERY  
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND IN ACCORDANCE WITH THE PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE: 04/20/2023  
LIC. NO.: 41394

SHEET NO. **C9.2**  
SHEET OF

MODEL: Detail  
PATH: J:\City of East Grand Forks\2022\2024-1835\CADD\Civil\Plan\_Sheet\C9.3\_Traffic\_Detour.dwg



BY: I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.  
STEVEN R. EMERY DATE: 04/20/2023 LIC. NO.: 41394

DATE	REVISION DESCRIPTION	DATE	REV#
04/20/2023	AS SHOWN		1
			2
			3
			4

DATE: 04/20/2023  
SCALE: AS SHOWN  
DRAWN BY: MHA  
CHECKED BY: SRE  
JOB NUMBER: 232556-2024-1835

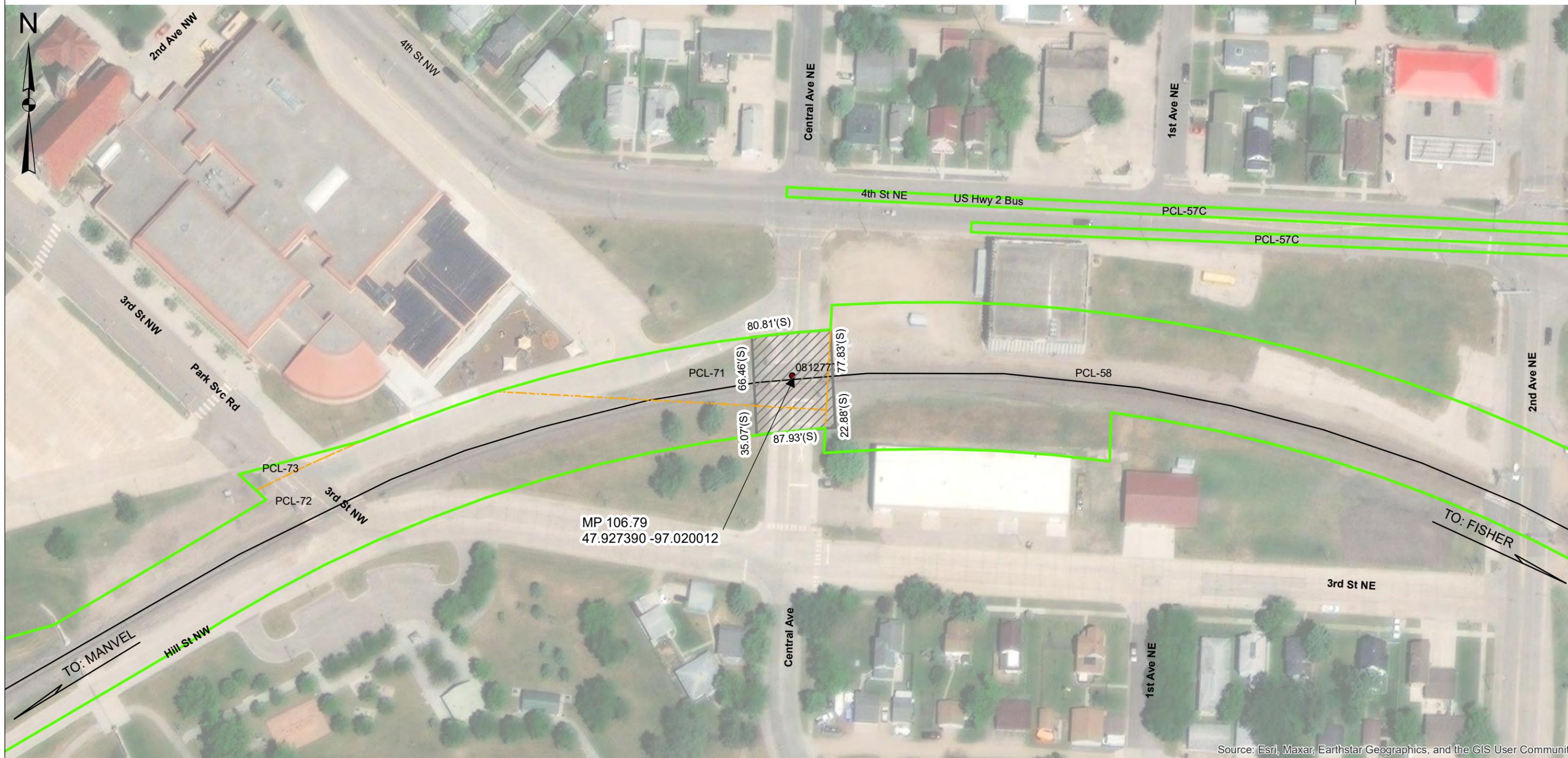
2022 CITY PROJECT NO. 3  
QUIET ZONE - STREET & SIDEWALK IMPROVEMENTS  
EAST GRAND FORKS, MINNESOTA  
TRAFFIC CONTROL DETOUR PLAN (PHASE 3)

**Exhibit A-1**

JLL TI #: -  
 BW Proj. No.: 12196.003  
 MAP REFERENCE:  
 STA. = s60868  
 R/W = -

SCALE: 1 IN = 100 FT

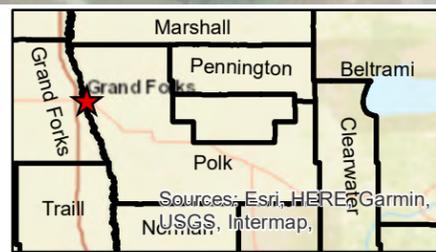
This map used by BNSF RAILWAY COMPANY in the ordinary course of business, but it is subject to audit and should be used only with the expressed understanding the BNSF make no representations whatsoever about the quality, accuracy, errors or omissions relating to this map.



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

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

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



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

TWIN CITIES DIVISION  
 GRAND FORKS SUBDIVISION - L.S. 0032-3  
 VAL.SEC. 69026  
 GN RY MN-26, MAP S-6-A  
 SEC. 2/2, T151N, R50W 5PM  
 DATE: 1/22/2024  
 MP 106.79

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

**THIS EASEMENT AGREEMENT FOR AT GRADE CROSSING ("Easement Agreement")** is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ 2024 ("**Effective Date**"), by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Grantor**"), and **The City of East Grand Forks, a political subdivision of the State of Minnesota ("Grantee")**.

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

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

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

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

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

**Section 1     Granting of Easement.**

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

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

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

- (a) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any existing pipe, power, communication, cable, or utility lines and appurtenances and other facilities or structures of like character (collectively, "**Lines**") upon, over, under or across the Premises;
- (b) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Premises; and

- (c) to use the Premises in any manner as the Grantor in its sole discretion deems appropriate, provided Grantor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Grantee for the Easement Purpose.

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

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

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

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

be done at such times and with such frequency as to comply with Grantee and local laws and regulations and abate any and all hazard of fire.

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

**Section 7 Environmental.**

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

7.2 Notice of Release. Grantee shall give Grantor immediate notice to Grantor's Resource Operations Center at (800) 832-5452 of any release of Hazardous Materials on, from, or affecting the Premises. Grantee shall use its best efforts to immediately respond to any release on or from the Premises. Any violation of Environmental Laws or any inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Grantee's use of the Premises must be immediately reported to Grantor at EnvironmentalLeases@bnsf.com. Grantee also shall give Grantor prompt notice of all measures undertaken on behalf of Grantee to investigate, remediate, respond to or otherwise cure a release or violation.

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

7.4 Soils and Materials Management.

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

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

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

7.5 Preventative Measures. Grantee shall promptly report to Grantor in writing any conditions or activities upon the Premises known to Grantee which create a risk of harm to persons, property or the environment and shall take all reasonable actions necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Grantee's reporting to Grantor shall not relieve Grantee of any

obligation whatsoever imposed on it by this Easement Agreement. Grantee shall promptly respond to Grantor's request for information regarding said conditions or activities.

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

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

7.8 "Environmental Law(s)" shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., CERCLA; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

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

## **Section 8 Default and Termination**

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

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

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

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

## **Section 9** Surrender of Premises.

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

- (a) remove all or such portion of Grantee's Improvements and all appurtenances thereto from the Premises, as Grantor directs at Grantor's sole discretion;
- (b) repair and restore any damage to the Premises arising from, growing out of, or connected with Grantee's use of the Premises, including, but not limited to, environmental damage;
- (c) remedy any unsafe conditions on the Premises created or aggravated by Grantee; and
- (d) leave the Premises in the condition which existed as of the Effective Date.

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

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

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

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

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

**Section 14**    **Miscellaneous.**

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

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

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

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

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

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

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

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

**GRANTOR:**

**BNSF RAILWAY COMPANY**, a Delaware corporation

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

**GRANTEE:**

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT "A"**

**Premises**



**EXHIBIT "B"**

**MEMORANDUM OF EASEMENT**

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

**WITNESSETH:**

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

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

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

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

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

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

**END OF PAGE – SIGNATURE PAGE FOLLOWS**



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

**GRANTOR:**

**BNSF RAILWAY COMPANY**, a Delaware corporation

By: \_\_\_\_\_  
Name: Dean Ferris  
Title: \_\_\_\_\_

**STATE OF TEXAS**           §  
  §  
**COUNTY OF TARRANT**   §

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

\_\_\_\_\_  
Notary Public

My appointment expires: \_\_\_\_\_

(Seal)



**GRANTEE:**

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
  §  
COUNTY OF \_\_\_\_\_ §

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

\_\_\_\_\_  
Notary Public

My appointment expires: \_\_\_\_\_

(Seal)



## EXHIBIT "C"

### CONTRACTOR REQUIREMENTS

#### 1. General

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



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

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



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

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

## 2. Contractor Safety Orientation

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

## 3. Railway Requirements

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

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



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

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

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

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



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

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

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

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



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

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

1. **Railway Flagger Services**

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



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

1. **Contractor General Safety Requirements**



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



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



## 1. Excavation

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

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

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



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

### 3. **Personal Injury Reporting**

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





## NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

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

Accident City/State: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

County: \_\_\_\_\_ Temperature: \_\_\_\_\_ Weather: \_\_\_\_\_  
(if non-BNSF location)

Name (Last/First/MI): \_\_\_\_\_

Age: \_\_\_\_\_ Gender (if available): \_\_\_\_\_

Company: \_\_\_\_\_

eRailsafe Badge Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

BNSF Contractor Badge Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_

Work activity in progress at time of accident: \_\_\_\_\_

Tools, machinery, or hazardous materials involved in accident: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Treatment:

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

Dr. Name: \_\_\_\_\_ Date: \_\_\_\_\_

Dr. Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Hospital Name: \_\_\_\_\_

Hospital Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Diagnosis: \_\_\_\_\_

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



**EXHIBIT "C-1"**

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

**Railway File:** \_\_\_\_\_

**Agency Project:** \_\_\_\_\_

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

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

**1) RELEASE OF LIABILITY AND INDEMNITY**

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



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

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



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

## 2) TERM

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

## 3) INSURANCE

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

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



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

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

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

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

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

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

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

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



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

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

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

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

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

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

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



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

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

**Other Requirements:**

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

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

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

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

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

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



Email: [BNSF@certfocus.com](mailto:BNSF@certfocus.com)  
[www.certfocus.com](http://www.certfocus.com)

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

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

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

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

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

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

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

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

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



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

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

#### **4) SALES AND OTHER TAXES**

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



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

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

## **5) EXHIBIT "C" CONTRACTOR REQUIREMENTS**

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

## **6) TRAIN DELAY**

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



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

SIGNATURE PAGE FOLLOWS



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

\_\_\_\_\_  
Contractor Legal Name

**BNSF RAILWAY COMPANY**

Signature:\_\_\_\_\_

Signature:\_\_\_\_\_

Printed Name:\_\_\_\_\_

Printed Name:\_\_\_\_\_

Title:\_\_\_\_\_

Title: Manager Public Projects

Date:\_\_\_\_\_

Date:\_\_\_\_\_

Accepted and effective this \_\_\_\_\_ day of 20\_\_.

Contact Person:\_\_\_\_\_

Address:\_\_\_\_\_

City:\_\_\_\_\_

State:\_\_\_\_\_

Zip:\_\_\_\_\_

Fax:\_\_\_\_\_

Phone:\_\_\_\_\_

E-mail:\_\_\_\_\_



**EXHIBIT D**

AUTHORITY FOR EXPENDITURE

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

PURPOSE, JUSTIFICATION AND DESCRIPTION

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

PRIMARY FUNDING SOURCE IS FHWA

\*\* BUY AMERICA(N) APPLIES \*\*

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

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

SYSTEM MAINTENANCE AND PLANNING  
 ESTIMATE REF. NUMBER: 5901324  
 COSTING DATE: 01/01/2024

PRINTED ON: 02/16/2024  
 ESTIMATED BY: MORGAN  
 PRINTED BY: MORGAN



# HIGHWAY-RAIL GRADE CROSSING CLOSURE AGREEMENT

BNSF File No. BF-20257453  
3rd St. NW  
U.S. DOT No. 081280B  
Railroad Line Segment: 32  
Railroad Milepost: 106.89

THIS AGREEMENT, made and entered into by and between the BNSF RAILWAY COMPANY, a Delaware corporation, hereinafter referred to as the "BNSF", and the City of East Grand Forks, hereinafter referred to as the "Agency".

## WITNESSETH:

WHEREAS, elimination of a grade crossing by closing the road includes the abandonment and permanent vacating of roadway right-of-way across the railroad right-of-way, and

WHEREAS, the Agency certifies that they are the proper Road Authority for the 3rd St. NW grade crossing in East Grand Forks, MN, and

WHEREAS, the BNSF agrees to pay the Agency a closure donation for eliminating crossing DOT No. 081280B by closing the road, and

WHEREAS, the Agency in cooperation with BNSF will permanently close the 3rd St. NW grade crossing DOT No. 081280B, and

NOW THEREFORE, in consideration of these facts, the parties hereto agree as follows:

- SECTION 1.** The Agency after having executed this agreement, and after taking all actions necessary to permanently close and vacate the 3rd St. NW Public Crossing DOT No. 081280B and easement across the BNSF's property, and after removing all parts of 3rd St. NW and installing continuous curb along 2nd St. NW and Hill St., will submit a statement (including Agency's Tax ID #) to the BNSF in the amount of One Hundred Fifty Six Thousand Two Hundred Three Dollars and No/100 (\$156,203.00) and an executed Closure Ordinance or Resolution made reference here as Exhibit A. The City of East Grand Forks should contact the BNSF Roadmaster at 701-795-1266 in advance to coordinate scheduling of work next to tracks.
- SECTION 2.** The BNSF hereby agrees to pay the Agency the sum of One Hundred Fifty Six Thousand Two Hundred Three Dollars and No/100 (\$156,203.00), upon the receipt of the above referenced statement and ordinance.
- SECTION 3.** Upon the receipt of the above mentioned statement and ordinance, the BNSF further agrees to remove the railroad crossing surfaces, crossbuck signs, and railroad crossing signal equipment that currently exist on its right-of-way.
- SECTION 4.** The Agency agrees to own and maintain the modified roadways and curbs within the City's remaining right-of-way.
- SECTION 5.** The Agency agrees, by the above consideration received that this crossing will remain closed and will not be re-opened by the Agency.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as the dates below indicated.

EXECUTED by the BNSF this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**BNSF RAILWAY COMPANY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

EXECUTED by the Agency this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

City of East Grand Forks

By: \_\_\_\_\_

WITNESS: \_\_\_\_\_  
\_\_\_\_\_

**[SAMPLE FORM]**  
**EXHIBIT A**  
**City Street Closure Ordinance**

**CITY OF EAST GRAND FORKS, MN**  
**600 DEMERS AVENUE**  
**EAST GRAND FORKS, MN 56721**

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE CALLING FOR THE CLOSING OF THE RAILROAD CROSSING  
LOCATED ON 3<sup>rd</sup> St. NW, RAILROAD MILEPOST 106.89

IN THE CITY OF EAST GRAND FORKS, STATE OF MINNESOTA

WHEREAS, The BNSF Railway Company and the City of East Grand Forks have joined together to consolidate redundant and unnecessary street/railroad crossings; and

WHEREAS, the City of East Grand Forks met in regular session on \_\_\_\_\_, \_\_\_\_\_, and there discussed and approved the railroad crossing closure at 3<sup>rd</sup> St. NW in the City Limits of East Grand Forks;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY OF EAST GRAND FORKS, that the 3<sup>rd</sup> St. NW (DOT No. 081280B) crossing be permanently closed to vehicular traffic and vacated at the time the City 3<sup>rd</sup> St. NW from within the BNSF Right-of-Way and installs continuous curb along 2<sup>nd</sup> St. NW and Hill St. The Railroad will remove the crossing surfaces from between the rails.

City shall coordinate removal of roadway approaches with the BNSF Roadmaster in order for the Railroad to provide the required flagging for notification of train operations.

Passed and approved this \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Print Name) - Mayor

\_\_\_\_\_  
(Signature) - Mayor

ATTEST: \_\_\_\_\_

OFC  
⑦  
VILLAGES: TORT ACTIONS. AGREEMENTS TO APPEAR AND DEFEND OTHERS.

Under facts stated, village lacks authority to agree to appear and defend, in name of railroad, in consideration of use of property of railroad, any suit or action brought against railroad on account of personal injuries, death, or damage to property, and to pay any final judgment that may be rendered against railroad company in such suit or action. Village, as part of rental agreement, may provide policy of railroad protective liability insurance, naming railroad as insured.

May 28, 1964

OK  
BKS  
Mr. Lloyd O. Stein  
Attorney for Village of Waite Park  
19 Court House Square  
St. Cloud, Minnesota

469a-9

Dear Mr. Stein:

You have submitted to this office a proposed agreement between a railroad company and the village whereby, in consideration of certain covenants and promises to be kept and performed by the village, the railroad company grants to the village license and permission to enter upon and occupy certain premises for the purpose of drilling and operating water wells and other facilities in connection therewith, together with the right to take water from such wells. You call our particular attention to paragraph 5 which reads as follows:

"5. Village hereby releases and discharges Railroad of and from any liability for damage to or destruction of said water facilities, water pipe lines or any property of Village while upon Railroad's premises, including but not limited to said roadway; and hereby assumes any and all liability for injury to or death of persons or loss of or damage to property in any manner arising from or during the construction, use, maintenance, repair or removal of said water facilities or water pipe lines or resulting from any impurities in the water from said water facilities or pipe lines or any interruptions or shortage of water from any cause whatsoever, however such injury, death, loss, damage or destruction aforesaid may occur or be caused and shall and hereby does indemnify and save Railroad harmless of and from any and all claims, demands, suits, actions, damages, recoveries, judgments, costs or expenses arising or growing out of or in connection with any such injury, death, loss, damage or destruction aforesaid.

May 28, 1964

Village further agrees to appear and defend in the name of Railroad any suits or actions at law brought against it on account of any such personal injuries, death or damage to property and to pay and satisfy any final judgment that may be rendered against Railroad in any such suit or action.

"As rental and consideration for its use of Railroad's premises Village shall keep in full force and effect during the term of this contract a policy of Railroad Protective Liability Insurance naming Railroad as the Insured. Said policy shall provide to Railroad protection against liability arising out of work done by Village in maintaining, operating or using said water facilities, water pipelines or roadway, in the form and manner described in Section 6 hereof."

You then ask these

QUESTIONS:

1. "May the village legally enter into the contract wherein the village agrees to appear and defend, in the name of the railroad, any suits or actions brought against it [the railroad] on account of any such personal injuries, death, or damage to property, and to pay and satisfy any final judgment that may be rendered against the railroad in such suit or action?"
2. "If such a contract was entered into, would it be enforceable upon the part of the railroad?"
3. "If such a contract was entered into by the village, would the members of the village council be personally liable if such contract is illegal?"
4. "May the village, as part of its rental agreement and in consideration for such rental, provide a policy of railroad protective liability insurance, naming the railroad as the insured?"

OPINION

1-2. In your letter accompanying the proposed agreement you point out that under paragraph 5 above the village will assume liability for the negligent acts of the railroad, its agent and employees.

The village is now subject to liability for its torts and those of its officers, employees and agents acting within the scope

May 28, 1964

of their employment or duties, whether arising out of a governmental or proprietary function. L. 1963, c. 798, § 2 [466.02]. Further than that its authority to appear and defend tort actions brought against others, and to pay judgments rendered in such actions is governed by statute, particularly M.S. §§ 471.44, 471.45, and 471.86, and L. 1963, c. 798, §§ 7 [466.07] and 9 [466.09]. Sections 471.44 and 471.45 are limited in their application to peace officers employed by governmental subdivisions in actions brought against them to recover damages for false arrest or injury resulting from arrest. Section 471.86 requires a village to furnish legal counsel for any fireman employed by it in actions for damages for injury to persons or property arising from his operation of a motor vehicle in the performance of his official duties, and to pay certain judgments rendered against him. The above provisions of c. 798 pertain only to municipal officers and employees and to claims arising out of acts or omissions occurring in the performance of their duties.

None of the provisions of the above statutes authorize the village to assume the obligations imposed upon it by paragraph 5 above, and we have found no authority for the village to assume such obligations under any other statute. In the absence of statutory authority to do so, the village cannot assume the obligations and liability imposed by paragraph 5 of the proposed agreement. We therefore answer questions 1 and 2 in the negative.

Mr. Lloyd O. Stein --4

May 28, 1964

3. In view of the conclusions reached in 1-2 above, we do not believe this question requires answer or comment.

4. The village may pay a reasonable rent for the use of the premises. If the premium on a policy of railroad protective liability insurance naming the railroad company as the insured is not disproportionate to such reasonable rent, it is our opinion that the village, as a part of its rental agreement in consideration of such use, may provide such a policy.

Very truly yours

WALTER F. MORDALE  
Attorney General

HGS:dk

HARLEY G. SWENSON  
Assistant Attorney General

# Request for Council Action

Date: March 12, 2024

To: East Grand Forks City Council Mayor Steve Gander, Council President Mark Olstad, Vice-President Tim Riopelle; Council members Clarence Vetter, Dale Helms, Brian Larson, Tim Johnson, and Marc DeMers.

From: Reid Huttunen

RE: City Council and Mayor Pay Rates

---

**Background:**

At the Feb 27 Work Session, Council Member Riopelle Proposed the following pay rates be considered for the Mayor and City Council member positions.

<i>Position</i>	<i>Annual Salary</i>		
	<i>2000-2007</i>	<i>2008-2023</i>	<i>Proposed</i>
Mayor (1)	\$ 8,400	\$ 9,600	\$ 14,400
City Council President (1)	\$ 4,800	\$ 6,000	\$ 12,000
City Council (6)	\$ 4,800	\$ 6,000	\$ 9,600
Total Annual Expense	\$ 42,000	\$ 51,600	\$ 84,000

The City Charter under Section 2.08; Salaries states “The mayor and the council members shall receive such compensation as fixed by the council in accordance with law.”

This by City Charter leaves the decision of City Council pay rates at the discretion of the council. Bringing the question of City Council pay rates to a vote of our residents would first require the City Charter to be amended, at a City vote.

The last Mayor and City Council increase took effect in 2008. It appears that pay increase was set through approval of the 2008 City Budget. There is not a specific resolution setting the pay rates passed by City Council in 2007 or 2008. The pay increase was included in the budget and took effect with the first payroll of 2008.

**Budget Impact:**

The 2024 Budget includes \$9,600 for Mayor salary and \$42,000 for City Council salaries. Approving the proposed pay rates effective January 1, 2025 will create a budget increase for Mayor salary of \$4,800 and City Council salary increase of \$27,600.

**Recommendation:**

No staff direction on this item.

**Enclosure:**

Summary of MN Cities Mayor and City Council wages  
 Copy of Section 2.08 Salaries from City Charter

**Annual Salary**

<i>City</i>	<i>Mayor</i>	<i>Council Pres</i>	<i>City Council</i>	<i>Special Meeting Pay</i>	<i>Addtl Benefits</i>	<i>Last Pay Increase</i>
East Grand Forks - 2000-2007	\$ 8,400.00		\$ 4,800.00			
East Grand Forks - 2008 - Current	\$ 9,600.00		\$ 6,000.00			2008
East Grand Forks - Proposed	\$ 14,400.00	\$ 12,000.00	\$ 9,600.00			
Crookston	\$ 7,600.00		\$ 6,000.00			
Detroit Lakes	\$ 10,800.00		\$ 7,200.00		Medical Insurance offered	
Hermantown	\$ 9,600.00		\$ 7,200.00	\$ 50.00		
Little Falls	\$ 10,800.00		\$ 9,600.00		Life Insurance paid by city	
Moorhead	\$ 20,064.00		\$ 10,524.00	\$ 50.00	Medical, dental, vision, Life, FSA, Deferred Comp. Plans	
Thief River Falls	\$ 7,200.00		\$ 6,600.00	\$ 32.50		
Grand Forks	\$ 41,820.74		\$ 19,150.56	None	None	
EGF Water & Light Commission	NA		\$ 4,800.00			Pre 2016 - \$3600 per year
Albert Lea	\$ 12,000.00		\$ 8,000.00			
Barnesville	\$ 8,100.00		\$ 7,200.00	\$ 25.00	Life Insurance paid by City	
Fergus Falls	\$ 12,900.00		\$ 7,800.00		Vision, Dental, FSA	
Grand Rapids	\$ 10,560.00		\$ 7,920.00			
Hibbing	\$ 10,771.02		\$ 7,180.68			
Roseau	\$ 4,800.00		\$ 2,400.00			1994
Warren	\$ 6,000.00		\$ 4,000.00	Mayor- \$150; CC - \$75	No	

\*Source - League of MN Cities Local Governments Salary and Benefits Survey (2023)

city's accounts at least once a year by the state auditor's office or by a public accountant. The council may at any time provide for an examination or audit of the accounts of any officer, department, board, or commission of the city government. The council may also perform any survey or research study of any subject of municipal concern.

**Section 2.08. Salaries.** The mayor and the council members shall receive such compensation as is fixed by the council in accordance with law. All subordinate officers and employees of the city shall receive such salaries or wages as may be fixed by the council.