

CDOT Project No. BR 0961-008, 13141
State Highway 96A (4th St. Bridge), Pueblo
Bridge Demolition and Replacement, BNSF Demolition and Replacement, BNSF

CONTRACT

THIS CONTRACT, made this 30th day of April, 2007, by and between the State of Colorado for the use and benefit of the COLORADO DEPARTMENT OF TRANSPORTATION, DIVISION OF ENGINEERING AND MAINTENANCE, hereinafter referred to as the "State", and BNSF RAILWAY COMPANY, hereinafter referred to as "BNSF" or the "Railroad Company" or the "Contractor".

WHEREAS, authority exists in the Law and Funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment in Program 2000, Fund 400, Appropriation Code 010, Function 3987, Object 2311 1 P, Phase U, Originating Unit 9991, Reporting Category 6000, Contract Encumbrance Number 13141, Contract Encumbrance Amount of \$15,000.00; and

WHEREAS, required approval, clearance and coordination has been accomplished from and with appropriate agencies; and

WHEREAS, the State has the authority, as provided in section 43-1-110, C.R.S., to enter into contracts, including contracts with railroad companies for construction work; and

WHEREAS, existing State Highway 96A Viaduct/Bridge (SH 96 Bridge) crosses BNSF's property at the Railroad Company's milepost 118.7, National Inventory Crossing No. 003496V by way of a grade separated structure identified as K-18-Z, (hereinafter "the Existing SH 96 Bridge"); and

WHEREAS, the State desires to construct adjacent to the Existing SH 96 Bridge new grade separated structures to be identified as K-18-GS (EB) and K-18-GT (WB), (hereinafter "the New Bridges" or "the Project") over and upon BNSF's property, and upon completion, to demolish the Existing SH 96 Bridge; and

WHEREAS, the State also has the authority, as provided in section 24-92-103, C.R.S., to solicit competitive sealed bids for construction of public projects; and

WHEREAS, the State requires immediate possession and use of certain property of the BNSF in order to construct the Project; and

WHEREAS, the State and the BNSF desire to agree to enter into a contract for rights-of-way and/or use of certain BNSF properties to accomplish the demolition of the Existing SH 96 Bridge and construction, use and maintenance of the New Bridge; and

WHEREAS, the State's contractor will be required to perform "Project Work," as defined herein, over the BNSF's property, that is necessary to construct the Project; and

WHEREAS, construction, use and maintenance of the Existing SH 96A Bridge (original project no. US 0016(12)) which is to be removed under the State's project no. BR 0961-008, 13141 was originally provided for in an agreement between the State and The Atchison, Topeka and Santa Fe Railway Company dated March 12, 1957; and

WHEREAS, BNSF is adequately staffed and suitably equipped to undertake and satisfactorily complete the Railroad Work, and can perform the Railroad Work more advantageously and more cost effectively than the State; and

WHEREAS, it is desirable, for the benefit, convenience and safety of the traveling public that the improvements provided for herein be accomplished.

NOW, THEREFORE, it is hereby agreed that:

ARTICLE I GENERAL PROVISIONS

SECTION A. DEFINITIONS

1. FHWA = Federal Highway Administration.
2. MUTCD = Manual on Uniform Traffic Control Devices for Streets and Highways
3. PUC = Public Utilities Commission of Colorado
4. CFR = Code of Federal Regulations
5. CRS = Colorado Revised Statutes

6. The term "Project Work" shall consist of work done by the State's contractor to construct the Project as indicated on the State's construction plans for the State's project no. BR 0961-008, 13141. The existing bridge structures to be demolished is K-18-Z. The new numerical designation of the new bridges is K-18-GS (EB) and K-18-GT (WB).

7. The term "Railroad Work" shall consist of work done by BNSF forces to provide for flagging and protective services..

SECTION B. EXHIBITS

The exhibits listed below are attached hereto and made a part of this contract:

- Exhibit A Project Location Map
- Exhibit B PUC Notice of Application
- Exhibit C BNSF Contractor's Requirements
- Exhibit C-1 Letter Agreement between BNSF and Contractor
- Exhibit D-1 Print of Permanent Easement No. PE 45 and 45A
- Exhibit D-2 Legal Description of PE 45
- Exhibit D-3 Legal Description of PE 45A
- Exhibit E BNSF Letter Agreement for Easements
- Exhibit F Civil Rights Exhibit
- Exhibit G BNSF Cost Estimate
- Exhibit H Contract Funding Letter
- Exhibit I Structure General Layout

SECTION C. REFERENCE DOCUMENTS

The following are made a part of this contract by reference, the same as if attached hereto including any supplements or amendments thereto dated prior to date of this contract:

- 23CFR Part 140 Subpart I
- 23CFR Part 646 Subpart A
- 23CFR Part 646 Subpart B
- MUTCD Dated 2003

**ARTICLE II
COMMITMENTS ON THE PART OF THE RAILROAD COMPANY**

SECTION A. RIGHT OF WAY

1. Permanent Easements. By separate agreement in the form of Exhibit E and for the consideration stated therein, BNSF shall convey to the State a permanent easements (PE -45 and PE-45A) across BNSF property to allow the State to construct the

proposed bridge structures K-18-GS and K-18-GT and to accommodate the removal of bridge structure K-18-Z. Descriptions of the permanent easements are attached hereto as Exhibits D-1, D-2, D-3

SECTION B. CONSTRUCTION

1. Work to be Done by BNSF. It is estimated that no Railroad Work other than flagging and protectives will be required.
2. Flagging. The cost of flagging, which is not included in Exhibit G, shall be paid by the State's contractor as part of the Project cost.

SECTION C. BNSF'S RELATIONS WITH THE STATE'S CONTRACTOR

1. Insurance - Notice to State. BNSF agrees to notify the State within twenty calendar days following delivery of the certificates and policies of insurance referred to in Article III, Section B, paragraph 2 to the BNSF, whether said insurance has been accepted or rejected.
2. BNSF's Right to Stop Work. If the State's contractor shall prosecute the Project Work upon the BNSF's properties contrary to State's plans and specifications or if such contractor shall prosecute said work on BNSF properties in a manner deemed hazardous by the BNSF to its properties and facilities or the safe and expeditious movement of traffic thereon, or if the insurance prescribed in Article III, Section B, paragraph 2 hereof shall be canceled during progress of said work, the BNSF shall have the right to stop said work on its properties until the acts or omissions of such contractor have been fully rectified to the satisfaction of the BNSF or until additional insurance has been delivered to and accepted by the BNSF's Insurance Department. Such work stoppage shall not give rise to or impose upon the BNSF any liability to the State or any contractor. In the event the BNSF shall stop the Project Work herein provided, the BNSF agrees to give immediate notice thereof, in writing, to the Chief Engineer, Colorado Department of Transportation, 4201 East Arkansas Avenue, Denver, CO 80222. BNSF also agrees to give immediate written notice to the State when any such acts or omissions have been rectified to the satisfaction of the BNSF.
3. Flagging and Protective Services. Any time the State's Contractor is performing any of the work described in Paragraph 1.05.02 of Exhibit C, the State's contractor shall notify the BNSF in writing 30 calendar days prior to beginning and 5 working days prior to stopping any work which will require protective services as set forth in Exhibit C. Upon such notice, BNSF shall assign to the State's contractor flagmen as provided in Paragraph 1.05.03 of Exhibit C.

4. Railroad Company Billings.

a. Billings to State's Contractor. BNSF agrees to present its final and complete billings of all incurred costs to the State's contractor within one year following completion of the flagging and protective services (the estimated daily cost for flagging is \$600 based on an 8-hour day; beyond 8 hours and up to 16 hours, the daily rate goes to time-and-a-half. Beyond 16 hours, the daily rate is doubled), as performed by BNSF at the contractor's request. The billing for such work shall reference the State's construction number.

b. Billings to the State. In the event BNSF performs services on the Project other than flagging and protective services, then BNSF shall bill the State for the actual incurred costs of the Railroad Work. The parties will review the actual incurred costs of the work periodically to determine whether the estimates will be or have been exceeded. If after review, it is determined that the actual costs will or have exceeded the original estimate, either the State will execute a funding letter to increase the funds available or the parties will enter into a supplemental contract to increase the funds available based on a revised estimate. Actual incurred costs shall be determined in accordance with 23 CFR, Part 140, Subpart I. Labor costs for any railroad work performed by BNSF forces shall be in accord with the then current working agreements between BNSF and its employees. The billings shall reference the State's project no. BR 0961-008, 13141 and shall be sent to the State's Railroad Liaison, Colorado Department of Transportation, 4201 East Arkansas Avenue, 3rd Floor, Denver, CO 80222. Progress billings of incurred costs for such Railroad Work are acceptable in minimum amounts of \$500 for each billing.

c. Final Billings to the State. BNSF shall provide its final and complete billing of all incurred costs within one year following completion of the Project. The State shall provide BNSF with written notice of the completion of work, thus marking the beginning of the one year period. If the BNSF does not present the final bill to the State's contractor (for flagging and protective services) or to the State (for the Railroad Work shown in Exhibit G) within that one year time period, as required by paragraph 140-922 of 23 CFR, then previous payments to BNSF for the Railroad Work may be considered as final and complete reimbursement for that work, and the State may close out the Project with no further financial obligation. BNSF's billings for incurred costs for the Railroad Work shall be audited by the State for compliance with 23 CFR, Part 140, Subpart I.

SECTION D. CIVIL RIGHTS

In the event Railroad Company uses subcontractors in the prosecution of the flagging and protective services work herein prescribed, Railroad Company will adhere to the requirements of the Civil Rights Exhibit, Exhibit F, and will include the provisions of said Civil Rights Exhibit in every subcontract, including procurement of materials and leases of equipment, unless exempt by the regulations, orders or instructions issued pursuant thereto. For interpretation of said Civil Rights Exhibit, the BNSF shall be known as the Contractor.

**ARTICLE III
COMMITMENTS ON THE PART OF THE STATE**

SECTION A. STATE ACTIVITIES

1. Advertisement for Bids. Contract. The State will advertise the invitation for bids and enter into a construction contract with the lowest responsible bidder for the Project Work across or adjacent to BNSF's property as depicted and described on Exhibit I.

2. Construction by the State. The State shall perform, or cause to be performed, in manner acceptable to BNSF, all Project Work across and adjacent to BNSF's property in accordance with the approved plans, specifications and project special provisions.

3. Supervision by the State. The State shall maintain supervision over the operations of its contractor while performing Project Work across or adjacent to BNSF's Property. However, at all times such contractor shall be considered an independent contractor, and not an employee of the State.

4. Plans and Specifications. Detailed construction plans and specifications for the Project Work for the State's project no. BR 0961-008, 13141 shall be furnished by the State at the State's expense to Andy Amparan, Manager Public Projects of BNSF in Kansas City, Kansas, for review and comments or approval in writing within ninety (90) days of receipt of such plans and specifications. Such approval shall not be unreasonably withheld, and if the BNSF fails to respond to any submission within the ninety (90) day period, that submission shall be deemed approved. Approval by BNSF shall not be construed or deemed to be a ratification or an adoption by BNSF of said plans and specifications. The BNSF shall not be liable or responsible in any manner for the structural design, details or construction of the roadway overpass structure. Work on Railroad Company's Property not provided for by said plans and specifications shall be done or performed only by and with the prior written consent of the Railroad Company.

5. Utilities. The State's construction contract shall include provisions that its construction contractor take such measures as the BNSF and the State may agree upon in writing respecting any utilities located upon the BNSF's right of way as hereinafter provided. It is understood and agreed that the owner of any utility, in or above the Property, retains the right to move, repair, recondition or relocate the same. The State shall require that if, during progress of the Project Work, the State's contractor shall discover any utility that has a right to be on the BNSF's right of way, but that is not specifically mentioned and provided for elsewhere in the plans for the Project Work, which utility must be moved, repaired, reconditioned or relocated because of the construction of this Project, the State's contractor shall initiate immediate notice thereof to the State and the BNSF, and the State will furnish directions respecting the same; but, unless otherwise agreed upon between the State and the BNSF, the State will authorize its contractor to make only such temporary or emergency repairs as may be required to protect and safeguard the utility and the facilities of the BNSF prior to commencement of

work thereon by the owner of the utility or the BNSF. When such operations are undertaken by the owners of the utility or the BNSF, the State will require its contractor to cooperate to the extent that ample protection of such work will be provided, to the end that the entire project contemplated by this contract may be expedited. The terms "utility" and "utilities" as used herein include all properties and facilities of any persons, firm or corporation constituting any part of the utility system, including, but not limited to, pipe lines, tube lines, water and gas mains, electrical conduits, sewer pipes, overhead wiring, and supporting structures and appurtenances.

6. Protective Services (Specifications for Construction). In consideration of the requirements of 23 CFR, Part 646, Subpart B and Part 140, Subpart I the State agrees that any contract awarded to any contractor as herein provided will include in the specifications for construction the following general information:

a. The provisions of this contract applicable to the protective services BNSF may require during the performance of the Project Work across or adjacent to BNSF Property.

b. The cost per day for flagging services provided by BNSF. The estimated daily cost for flagging is \$600 based on an 8-hour day; beyond 8 hours and up to 16 hours, the daily rate goes to time-and-a-half; beyond 16 hours, the daily rate is doubled.

c. The times and manner in which BNSF will submit its billings to the State's contractor.

7. Advance Warning Protection. The State will require its contractor to furnish, maintain and install advance warning signs or barricade protection which may be required for the duration of the Project Work for the protection of BNSF's facilities and the work contemplated hereunder.

SECTION B. STATE'S CONSTRUCTION CONTRACTOR ACTIVITIES

1. Contractor's Operations. The State hereby agrees to include in its construction contract provisions which require its contractor to keep and perform the following covenants, conditions and stipulations:

a. Notice. The State will require its contractor to notify BNSF in writing at least ten (10) days in advance of commencing any operations which require protective services and five (5) days in advance of discontinuance of such protective services.

b. BNSF Contractor's Requirements. The State will require its contractor to comply with the requirements set forth in Exhibit C.

c. BNSF/Contractor's Agreement. Prior to allowing its contractor to enter onto the Property, the State will require its contractor to execute and deliver to BNSF the Agreement between BNSF and contractor, Exhibit C-1.

2. Contractor's Insurance. The State shall require its contractor to furnish to the State the certificates and policies of insurance as described in Exhibit C-1, Railroad Insurance, and shall deliver the same directly to BNSF. All certificates and policies of insurance required hereunder shall comply with the requirements of 23 CFR, Part 646, Subpart A. The State's contractor or its subcontractors, shall not be allowed to enter upon or perform any Project Work across or adjacent to BNSF Property unless or until the aforesaid insurance shall have been accepted by BNSF. All such insurance shall be kept in full force and effect during all times the State's contractor is performing any such work on or adjacent to BNSF's properties.

3. Crossings and Roadways. The State shall require of its contractor that new crossings at-grade of BNSF's track shall not be established or used by the State's contractor except by separate agreement between the State's contractor and BNSF at such places, and under such flag protection or protective devices as shall be approved or designated by BNSF. BNSF may perform all or any part of the work incident to establishing any such crossing at grade or of removing the same and restoring its track and roadbed, or BNSF may require the State's contractor to perform all or any portion of such work. The State will require its contractor to maintain any such crossing so established in first-class condition at all times and to keep flangeways free of ice, snow, dirt, rock and debris and to install, operate, maintain and remove in manner satisfactory to BNSF suitable barricades adequate to prevent unauthorized vehicles or equipment from using such crossings or roadways. All cost and expense incident to establishment, maintenance, operation and removal of any such crossings or roadways and barricades, whether the work be performed by BNSF or by the State's contractor, shall be borne and paid by State's contractor as part of the State's construction contract. Notwithstanding anything elsewhere contained in this contract, it is understood and agreed that the State will require its contractor to agree that he will not at any time cross BNSF tracks with vehicles or equipment of any kind or character, except at existing public crossings or at crossings established as provided for in this paragraph.

4. Reimbursement of BNSF by Contractor. The State will require its contractor to reimburse BNSF within thirty calendar days after BNSF has formally billed said contractor for the costs of all services and materials supplied to and work performed for the State's contractor, and for any insurance premium payments advanced by BNSF for the insurance coverage herein provided.

5. Subcontractors. All of the limitations and obligations imposed upon the State's construction contractor by the State and all rights reserved to BNSF by this contract shall apply with equal force and effect to any subcontractor(s) performing any Project Work for the State's contractor upon BNSF's Property. The State will provide that its contractor shall be primarily liable and responsible to BNSF for all acts or omissions of any of the contractor's subcontractor(s) employed upon the Property of BNSF. Nothing herein contained shall be construed to preclude BNSF from proceeding against the State's contractor and subcontractors individually or collectively. Only those subcontractors whose operations are covered by the insurance provisions of Article III, Section B, subsection 3 hereof will be authorized to work upon BNSF's Property.

6. Protection of Fiber Optic Cable System. The State agrees to include the following provisions in its contract with any contractor performing any Project Work on BNSF's Property:

"Fiber optic cable systems may be buried on BNSF's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. The contractor shall telephone BNSF to determine if fiber optic cable is buried anywhere on BNSF's premises within the limits of the project. If it is, the contractor shall telephone the telecommunications companies involved, arrange for a cable locator and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on BNSF's premises. In addition to any other liability imposed upon the contractor, the contractor shall indemnify and hold BNSF harmless against and from all cost, liability, and expense whatsoever (including, without limitation, attorneys' fees and court costs and expenses) arising out of or in any way contributed to by any act or omission of the contractor, its subcontractors, agents and/or employees, that causes or in any way or degree contributes to (1) any damage to or destruction of any telecommunications system by the contractor, and/or its subcontractors, agents and/or employees, on BNSF's property; (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, 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)".

SECTION C. STATE OBLIGATIONS

1. Obligation to BNSF's Tenants. BNSF shall have no obligation with respect to removing, relocating, or reinstalling the facilities of its lessees or licensees, required to be removed, relocated or reinstalled as result of the State's construction. The State shall make all arrangements with the lessees and/or licensees, which arrangements shall be subject to the approval of BNSF.

2. Coordination of Work CDOT's Region 2 Transportation Director Tim Harris, 905 Erie Avenue, Pueblo, CO 81002, 719-546-5452, is designated to coordinate the Railroad Work and the Project Work provided for herein. The Project Manager is Dean Sandoval, P.E. 902 Erie Ave., Pueblo, CO 81002, 719-546-5440. The Project Manager or his designee shall arrange with BNSF a mutually acceptable date that the Railroad Work can begin and shall issue a written notice to proceed to BNSF for said work.

3. Maintenance. Upon completion of construction of the Project Work, the State will maintain, at State expense, the entire structure including but not limited to: roadway

approaches, including embankment, slope paving, abutments, substructure, superstructure from the top of the girders up, all in accordance with the State's standard maintenance procedures. These maintenance requirements do not impose upon the State any responsibility for care or maintenance of pre-existing drainage not affected by or directly related to the Project Work herein described, nor for care or maintenance of BNSF's roadbed, communication and signal lines, tracks and appurtenances, if any. BNSF will have no maintenance responsibilities with respect to replacement structure. Prior to any maintenance work or repair of the New Bridge which requires the State or its contractors to be on, over or within the Railroad right of way or the Property or at any time when the State desires to enter upon the Property with any vehicle or equipment for any purpose whatsoever, five (5) days advance notice must be given to Railroad's Roadmaster, currently Wayne Meidenger, 719-845-4146. Said notice shall inform Railroad's Roadmaster of the date(s) of the proposed maintenance, repair or desired vehicular or equipment access, the nature of the maintenance, repair or access to be performed and the manner in which the maintenance, repair and access shall be performed. Upon receipt of such notice, Railroad's Roadmaster will determine and inform the State whether a flagman need be present and whether the State need implement any special protective or safety measures. If any flagmen or other special protective or safety measures are required or performed by the Railroad, such services will be provided at the State's expense. No maintenance performed by the State shall cause any interference with the constant, continuous and uninterrupted use of the trains, property and facilities of Railroad or those using Railroad's facilities with its permission. The State agrees that any contractor retained to perform maintenance or repair on, over or within the Railroad's right of way or the Property will have in place for the duration of such maintenance the insurance required in Exhibit C-1 and comply with all terms of Exhibit C-1 and C. If the State undertakes such maintenance or repair with its own forces or equipment, the State agrees to put in place prior to any such maintenance Railroad Protective Liability Insurance which complies with Exhibit C-1 and will at all times comply with the requirements of Exhibit C.

4. Utilities. The State shall be responsible for obtaining proper clearance or approval, in writing, or formal agreement if utility adjustments are required, from utility companies which may be involved in the Project. The State shall furnish documentation of such clearance or approval prior to installation of the proposed improvements.

5. Abandonment. If at any future time the New Bridge shall be abandoned by the State and cease to be used as a public highway for a period of two years, the State agrees, at no cost to BNSF, to restore BNSF's Property to the Property's original condition as is reasonably possible.

6. Payment. The State shall reimburse BNSF for the actual incurred costs of the Railroad Work within forty-five (45) days of receipt of BNSF's billings submitted pursuant to Article II, Section C, paragraph 4.

SECTION D. PUC APPLICATION

The State has made application to the Public Utilities Commission for its approval of the Project and for approval of the continuing maintenance provisions agreed to by the parties. The parties shall cooperate in presenting all matters involved to the PUC in connection with the application. No construction will proceed without such PUC approval.

ARTICLE IV ADDITIONAL PROVISIONS SECTION

SECTION A. FEDERAL AID PROJECTS

It is understood that the project herein contemplated shall be financed in part from funds made available by the Federal Government and expended under Federal regulations; that all plans, estimates of cost, specifications, authorizations, awards of contracts, acceptances of work and procedures in general are subject at all times to all Federal laws, rules, regulations, orders and approvals applying to Federal projects.

SECTION B. COST TO THE RAILROAD COMPANY

Pursuant to 49 CFR 1.48, and in accordance with part 646.210b(1) of 23 CFR, it is determined that the improvements herein provided will not result in ascertainable benefits to the Railroad Company, and that consequently liability for the costs thereof shall not be required of the Railroad Company.

SECTION C. CANCELLATION

In the event delays or difficulties arise in securing necessary approvals, or in acquiring necessary right of way, or in settling damages or damage claims, or for any other reason, which, in the opinion of the State render it impracticable to utilize funds from the current appropriation for the construction of the Project, then at any time before actual construction is started pursuant to proper approval or authority, the State may serve formal notice of cancellation upon BNSF and this contract shall thereupon become null and void. In the event of such cancellation the State will reimburse BNSF for all related preliminary engineering costs incurred prior to the effective cancellation date.

SECTION D. APPROVAL BY PUC

The provisions of this contract pertaining to the performance of the Railroad Work shall not become effective until approval thereof has been obtained from the PUC.

SECTION E. SUPPLEMENTAL CONTRACT AND CHANGES IN RAILROAD WORK

No change shall be made in the Railroad Work, as described in Article I, Section A, which will alter the character or scope of the Railroad Work without prior written authorization from the State. The BNSF shall be responsible for cost increases resulting from unauthorized changes in said Railroad Work, as described in Article 1, Section A, paragraph 7.

SECTION F. CONTRACT FUNDING LETTER.

The State may from time to time in a form substantially equivalent to that in Exhibit H, and bearing the approval of the State Controller or his designee, make more funds available on this contract. The funds availability letter shall not be deemed valid until it shall have been approved by the State Controller or such assistant as he may designate.

SECTION G. SUCCESSORS AND ASSIGNS

All of the covenants and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

SECTION H. TERMINATION OF PREVIOUS AGREEMENTS

The prior agreement between the State and The Atchison, Topeka and Santa Fe Railway Company that pertains to the Existing 4th Street Bridge dated March 12, 1957, project no. US 0016(12), which provides for grade separation structure, approaches and maintenance responsibilities will be terminated upon completion of the Project Work.

SECTION I. STATE APPROVAL

This contract shall not be deemed valid until it shall have been approved by the Controller of the State of Colorado or such assistant as he may designate. Financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

SECTION J. SIGNATURE AUTHORITY

BNSF represents and warrants that it has taken all actions that are necessary or that are required by its procedures, bylaws, or applicable law, to legally authorize the undersigned signatory to execute this contract on behalf of BNSF and to bind BNSF to its terms.

SECTION K. TERM

The terms of this contract, except for the provisions regarding maintenance by the State, shall continue only through completion and final acceptance of this Project by the

State. The provisions regarding maintenance by the State shall continue until such structure is removed by the State.

SECTION L. NOTICE.

Except as otherwise provided for herein, any notice provided for or concerning this agreement shall be in writing and be deemed sufficiently given when sent by certified mail, return receipt requested, to the parties at the following addresses:

To CDOT:

Pam Hutton, P.E.
Chief Engineer
Colorado Department of Transportation
4201 East Arkansas Avenue
Denver, CO 80222

To BNSF:

Andy Amparan
Manager, Public Projects
BNSF Railway Company
4515 Kansas Avenue
Kansas City, KS 66106

SECTION M. EXCEPTIONS TO SPECIAL PROVISIONS

The parties hereto agree that paragraph 3, INDEMNIFICATION, of the Special Provisions, is hereby waived and shall not apply to the Railroad for this contract.

The parties hereto agree that the final sentence of paragraph 4, INDEPENDENT CONTRACTOR. 4 CCR 801-2, of the Special Provisions, is replaced with the following:

Contractor shall provide and keep in force such types of Workers' Compensation Insurance, in the amounts required by law (and provide proof of such insurance, if such insurance is required by law, when requested by the State) and Unemployment Compensation Insurance, if required by law, in the amounts required by law, and shall be solely responsible for the acts of the Contractor, its employees, and agents.

The parties hereto agree that the first sentence of paragraph 6, CHOICE OF LAW, of the Special Provisions, is replaced with the following:

The laws of the State of Colorado and rules and regulations issued pursuant thereto, to the extent not preempted by federal law, shall be applied in the interpretation, execution, and enforcement of this contract.

The parties hereto agree that paragraph 7, VENDOR OFFSET. CRS 24-30-202 (1) & 24-30-202.4 shall apply to this contract, to the extent not preempted by federal law.

SECTION N. SPECIAL PROVISIONS

(Not for Use with Inter-Governmental Contracts)

1. CONTROLLER'S APPROVAL. CRS 24-30-202 (1)

This contract shall not be deemed valid until it has been approved by the Controller of the State of Colorado or such assistant as he may designate.

2. FUND AVAILABILITY. CRS 24-30-202 (5.5)

Financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

3. INDEMNIFICATION.

The Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

4. INDEPENDENT CONTRACTOR. 4 CCR 801-2

THE CONTRACTOR SHALL PERFORM ITS DUTIES HEREUNDER AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE. NEITHER THE CONTRACTOR NOR ANY AGENT OR EMPLOYEE OF THE CONTRACTOR SHALL BE OR SHALL BE DEEMED TO BE AN AGENT OR EMPLOYEE OF THE STATE. CONTRACTOR SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX AND LOCAL HEAD TAX ON ANY MONIES PAID BY THE STATE PURSUANT TO THIS CONTRACT. CONTRACTOR ACKNOWLEDGES THAT THE CONTRACTOR AND ITS EMPLOYEES ARE NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS THE CONTRACTOR OR THIRD PARTY PROVIDES SUCH COVERAGE AND THAT THE STATE DOES NOT PAY FOR OR OTHERWISE PROVIDE SUCH COVERAGE. CONTRACTOR SHALL HAVE NO AUTHORIZATION, EXPRESS OR IMPLIED, TO BIND THE STATE TO ANY AGREEMENTS, LIABILITY, OR UNDERSTANDING EXCEPT AS EXPRESSLY SET FORTH HEREIN. CONTRACTOR SHALL PROVIDE AND KEEP IN FORCE WORKERS' COMPENSATION (AND PROVIDE PROOF OF SUCH INSURANCE WHEN REQUESTED BY THE STATE) AND UNEMPLOYMENT COMPENSATION INSURANCE IN THE AMOUNTS REQUIRED BY LAW, AND SHALL BE SOLELY RESPONSIBLE FOR THE ACTS OF THE CONTRACTOR, ITS EMPLOYEES AND AGENTS.

5. NON-DISCRIMINATION.

The contractor agrees to comply with the letter and the spirit of all applicable state and federal laws respecting discrimination and unfair employment practices.

6. CHOICE OF LAW.

The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this contract. Any provision of this contract, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent that the contract is capable of execution.

At all times during the performance of this contract, the Contractor shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established.

7. VENDOR OFFSET. CRS 24-30-202 (1) & CRS 24-30-202.4

Pursuant to CRS 24-30-202.4 (as amended), the State Controller may withhold debts owed to State agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balance of tax, accrued interest, or other charges specified in Article 21, Title 39, CRS; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) owed amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State or any agency thereof, the amount of which is found to be owing as a result of final agency determination or reduced to judgment as certified by the controller.

8. SOFTWARE PIRACY PROHIBITION Governor's Executive Order D 002 00

No State or other public funds payable under this Contract shall be used for the acquisition, operation, or maintenance of computer software in violation of United States copyright laws or applicable licensing restrictions. The Contractor hereby certifies that, for the term of this Contract and any extensions, the Contractor has in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that the Contractor is in violation of this paragraph, the State may exercise any remedy available at law or equity or under this Contract, including, without limitation, immediate termination of the Contract and any remedy consistent with United States copyright laws or applicable licensing restrictions.

9. EMPLOYEE FINANCIAL INTEREST. CRS 24-18-201 & CRS 24-50-507

The signatories aver that to their knowledge, no employee of the State of Colorado has any personal or beneficial interest whatsoever in the service or property described herein.

10. ILLEGAL ALIENS – PUBLIC CONTRACTS FOR SERVICES. CRS 8-17.5-101 and Public Law 208, 104th Congress, as amended and expanded in Public Law 156, 108th Congress, as amended

The Contractor certifies that the Contractor shall comply with the provisions of CRS 8-17.5-101 et seq. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien. The Contractor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, or (ii) otherwise will comply with the requirements of CRS 8-17.5-101(2)(b)(I). The Contractor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the State may terminate this contract for breach and the Contractor shall be liable for actual and consequential damages to the State.

SPECIAL PROVISIONS
THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

STATE OF COLORADO
BILL RITTER, JR.
GOVERNOR

By *Pamela Hutton*

Pamela Hutton, P.E.
Chief Engineer

BNSF RAILWAY COMPANY

By *Margom C. Fox*

Title *VP Engineering*

Attest *A. [Signature]*

Federal Employer Identification
No. 41-6034000
4515 Kansas Avenue
Kansas City, KS 66106

APPROVED:
JOHN SUTHERS
Attorney General

By *Kathryn E. Young*

Kathryn Young
Assit. Attorney General

CRS 24-30-202 requires that the State Controller approve all state contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, sign it. The contractor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the goods and/or services provided.

State Controller
Leslie M. Shenefelt

By *Cheryl Farr*
saw Cheryl ~~Farr~~, CDOT Controller
traff

Date *April 30, 2007*

EXHIBIT A

To Contract

Cover Sheet for: the Project Location Map

Overight / NHS
 FHWA REGION VHI OVERSIGHT? NO YES
 NATIONAL HIGHWAY SYSTEM? NO YES

Related Projects:
 P. E. UNDER PROJECT:
 Project Number: BR-0961-008
 Project Code: 13141
 R.O.W. Projects:
 R.O.W. Project Description
 BR-0961-008

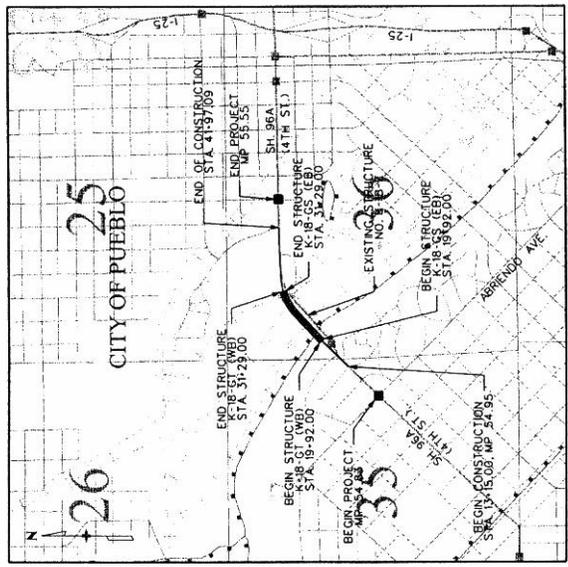
DEPARTMENT OF TRANSPORTATION STATE OF COLORADO

HIGHWAY CONSTRUCTION BID PLANS OF PROPOSED
 FEDERAL AID PROJECT NO. BR-0961-008
 STATE HIGHWAY NO. 96A
 PUEBLO COUNTY
 CONSTRUCTION PROJECT CODE NO. 13141

EXHIBIT A

TABULATION OF LENGTH & DESIGN DATA

STATION	FEET		MAJOR STR.
	ROADWAY	SH 96A	
BEGIN BR-0961-008 - STA. 13+15.00 STA. 19+92.00 BEGIN STRUCTURE NO. K-18-GS (EB) STA. 31+29.00 END STRUCTURE NO. K-18-GS (EB) STA. 19+92.00 BEGIN STRUCTURE NO. K-18-GT (WB) STA. 31+29.00 END STRUCTURE NO. K-18-GT (WB) END BR-0961-008 - STA. 41+97.09	6777.00	1137.00	1137.00
TOTAL	1745.09	2274.00	2274.00
SUMMARY OF PROJECT LENGTH	1745.090	0.3305	0.3305
ROADWAY (NET LENGTH)	1137.000	0.2153	0.2153
PROJECT GROSS LENGTH	2882.090	0.5459	0.5459
DESIGN DATA	S.H. 96A		
MAXIMUM RADIUS OF CURVE	950.00 ft		
MAXIMUM GRADE	4.00%		
MINIMUM S.S.D. HORIZONTAL	360 ft		
MINIMUM S.S.D. VERTICAL	360 ft		
MAXIMUM DESIGN SPEED	45 MPH		
2025 DESIGN TRAFFIC	DHV = 3920 ADT = 39,600		
DHV TRUCKS %	Z		



SHEET NO.

- 1 TITLE SHEET
- 2 STANDARD PLANS LIST
- 3 - 4 ABBREVIATIONS
- 5 - 7 TYPICAL SECTIONS
- 8 - 11 ROADWAY DETAILS
- 12 GENERAL NOTES
- 13 - 19 SUMMARY OF APPROXIMATE QUANTITIES
- 20 - 40 CIVIL ENGINEERING PLANS
- 41 - 44 GEOTECHNICAL PLANS
- 45 GEOMETRIC LAYOUT
- 46 - 47 TRAFFIC DATA
- 48 - 53 REMOVAL PLANS
- 54 MISCELLANEOUS REMOVALS
- 55 - 57 BRIDGE REMOVAL
- 58 - 65 ROADWAY PLANS
- 66 - 72 TRAIL PLANS
- 73 - 74 ROADWAY PROFILES
- 75 - 80 INTERSECTION DETAILS
- 81 - 86 UTILITY PLANS
- 87 SURVEY CONTROL DIAGRAM
- 88 - 92 SURVEY CONTROL
- 93 - 102 DRAINAGE PLANS
- 103 - 107 DRAINAGE DETAILS
- 108 - 279 BRIDGE PLANS
- 280 - 289 LIGHTING PLANS
- 290 - 288 LANDSCAPING AND URBAN DESIGN PLANS
- 299 - 303 SETTLEMENT AND FOUNDATION PLANS
- 304 - 305 SPECIAL TENDER MANAGEMENT PLANS
- 306 EROSION CONTROL PLANS
- 307 - 309 CONSTRUCTION PHASING NOTES
- 310 - 335 TRAFFIC CONTROL PLANS
- 336 - 341 SIGNING AND STRIPING PLANS
- 342 DRIVEWAY CROSS-SECTIONS
- 343 - 358 ROADWAY CROSS-SECTIONS

Print Date: 1/10/2007 Drawing File Name: D:\M1\Title_Sheet.dgn Horiz. Scale: Vert. Scale: Unit Information: Unit Leader initials 	Sheet Revisions <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Date</th> <th>Comments</th> <th>Init.</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Date	Comments	Init.										As Constructed No Revisions: Revised: Void:	Contract Information Contractor: Resident Engineer: Project Engineer: PROJECT STARTED: / / ACCEPTED: / / Comments:
Date	Comments	Init.													
Colorado Department of Transportation 803 Erie Avenue Pueblo, CO 81001 Phone: 719-546-5438 FAX: 719-546-5702 Region 2		KSR PROJECT NO. / CODE BR 0961-008 13141 SHEET NUMBER 1													

EXHIBIT B

To Contract

Cover Sheet for: the PUC Notice of Application

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF COLORADO

Docket No.03A-531R

IN THE MATTER OF THE COLORADO DEPARTMENT OF TRANSPORTATION, FOR
AUTHORITY TO DEMOLISH EXISTING BRIDGE AND CONSTRUCT A NEW BRIDGE ON
STATE HIGHWAY 96A CROSSING OVER THE UNION PACIFIC RAILROAD TRACKS
AND BURLINGTON NORTHERN SANTA FE RAILROAD TRACKS AND ARKANSAS
RIVER IN THE CITY OF PUEBLO, COLORADO)

NOTICE OF APPLICATION FILED

TO THE PARTIES IN THIS MATTER AND ALL INTERESTED PERSONS, FIRMS OR
CORPORATIONS:

You are notified that this application has been filed with the Colorado Public Utilities Commission, and any person desiring to intervene in or participate as a party in this proceeding shall file his petition for leave to intervene, or under the Commission's Rules of Practice and Procedure, file other appropriate pleadings to become a party, within 30 days after the date of this notice.

At the time of this notice, the Commission has not deemed this application to be complete within the meaning of § 40-6-109.5, C.R.S.

The Commission may consider and decide this application upon the record without a formal public hearing if the application is deemed complete and no notice of intervention or petition to intervene contesting or opposing the application has been timely filed.

If a hearing is required in this matter, the Commission will notify the parties of the hearing date, time and location. Applicants must appear at the hearing, if one is set, and present evidence in support of their application. Other parties may appear and present evidence in support of their position.

Unless previously filed, the applicant shall file its list of witnesses and copies of its exhibits at least 20 days before the first day of hearing. The applicant shall also serve each party and staff with its list of witnesses and copies of each of its exhibits.

Each intervenor shall file with the Commission a list of witnesses and copies of its exhibits at least 10 days before the first day of the hearing. Each intervenor shall also serve each party and staff with a list of its witnesses and copies of each of its exhibits.

Upon objection by a party, no witness will be permitted to testify and no exhibit will be received in evidence, except in rebuttal, unless filed and served as provided in this notice.

If a party does not meet the requirements of this notice, the Commission may dismiss the application or intervention upon motion filed by any other party, or upon the Commission's own motion, unless good cause is shown.

No motion for continuance of any hearing set in this proceeding will be granted except as stated in Rule 69 of the Commission's Rules of Practice and Procedure.

Dated at Denver, Colorado, this 16th day of December 2003.

(SEAL)



THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF COLORADO

BRUCE N. SMITH, Director
Colorado Public Utilities Commission
1580 Logan, OL2,
Denver, Colorado 80203

ATTEST: A TRUE COPY

Bruce N. Smith
Director

EXHIBIT C

To Contract

Cover Sheet for: BNSF Contractor's
Requirements

RET
10/6/05**EXHIBIT "C"
CONTRACTOR REQUIREMENTS****1.01 General**

- **1.01.01** The Contractor must cooperate with **BNSF RAILWAY COMPANY**, hereinafter referred to as "Railway" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the construction of the 4th St. Bridge Demolition and Replacement, City of Pueblo, Colorado; CDOT Project No. BR 0961-008, 13141.
- **1.01.02** The Contractor must execute and deliver to the Railway duplicate copies of the Exhibit "C-1" Agreement, in the form attached hereto, obligating the Contractor to provide and maintain in full force and effect the insurance called for under Section 3 of said Exhibit "C-1".
- **1.01.03** The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.
- **1.01.04** The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations.
- **1.01.05** The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to environmental laws and regulations (including but not limited to the Resource Conservation and Recovery Act, as amended; the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA), and health and safety laws and regulations. The Contractor hereby indemnifies, defends and holds harmless Railway for, from and against all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railway which arise out of Contractor's work under this Agreement.
- **1.01.06** The Contractor must notify the Colorado Department of Transportation and Railway's Manager Public Projects, telephone number **(402) 458-7515** at least thirty (30) calendar days before commencing any work on Railway Property. Contractors notification to Railway, must refer to Railroad's file
- **1.01.07** For any falsework above any tracks or any excavations located, whichever is greater, within twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 1 ½ 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. All calculations must take into consideration railway surcharge loading and must be designed to meet American Railway Engineering and Maintenance-of-Way Association (previously known as American Railway Engineering Association) Coopers E-80 live loading standard. All drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. The Contractor must not begin work until notified by the Railway that plans have been approved. The Contractor will be required to use lifting devices such as, cranes and/or winches to place or to remove any falsework over Railway's tracks. In no case will the Contractor be relieved of responsibility for results obtained by the implementation of said approved plans.

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

1.02 Contractor Safety Orientation

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

1.03 Railway Requirements

- **1.03.01** The Contractor must take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railway facilities resulting from Contractor's operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by the Agency.
- **1.03.02** The Contractor must notify the Railway's General Manager Janssen Thompson at **(303) 480-6550** and Railway's Division Engineer, currently Mike Theret, at **(303) 480-6393** and provide blasting plans to the Railway for review seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railway's Property.
- **1.03.03** The Contractor must abide by the following temporary clearances during construction:
 - 15' Horizontally from centerline of nearest track
 - 21'-6" Vertically above top of rail
 - 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts
 - 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
 - 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
 - 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts
- **1.03.04** Upon completion of construction, the following clearances shall be maintained:
 - 25' Horizontally from centerline of nearest track
 - 23'-3 1/2" Vertically above top of rail
- **1.03.05** Any infringement within State statutory clearances due to the Contractor's operations must be submitted to the Railway and to the Colorado Department of Transportation and must not be undertaken until approved in writing by the Railway, and until the Colorado Department of Transportation has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railway approval, and/or the State Regulatory Authority's approval.
- **1.03.06** In the case of impaired vertical clearance above top of rail, Railway will have the option of installing tell-tales or other protective devices Railway deems necessary for protection of Railway operations. The cost of tell-tales or protective devices will be borne by the Agency.
- **1.03.07** The details of construction affecting the Railway's Property and tracks not included in the contract plans must be submitted to the Railway by Colorado Department of Transportation for approval before work

is undertaken and this work must not be undertaken until approved by the Railway.

- **1.03.08** At other than public road crossings, the Contractor must not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor must obtain a "Temporary Private 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 at the expense of the Contractor.
- **1.03.09** Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the Railway's Resource Operations Center at **1(800) 832-5452**, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.
- **1.03.10** The Contractor upon completion of the work covered by this contract, must promptly remove from the Railway's Property all of Contractor's tools, equipment, implements and other materials, whether brought upon said property by said Contractor or any Subcontractor, employee or agent of Contractor or of any Subcontractor, and must cause Railway's Property to be left in a condition acceptable to the Railway's representative.

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

- 1.04.01 Each Contractor that will perform work within **25 feet** of the centerline of a track must develop and implement a Roadway Worker Protection/On Track Safety Program and work with Railway Project Representative to develop an on track safety strategy as described in the guidelines listed in the on track safety portion of the Safety Orientation. This Program must provide Roadway Worker protection/on track training for all employees of the Contractor, its subcontractors, agents or invitees. This training is reinforced at the job site through job safety briefings. Additionally, each Contractor must develop and implement the Safety Action Plan, as provided for on the web site www.contractororientation.com, which will be made available to Railway prior to commencement of any work on Railway Property. During the performance of work, the Contractor must audit its work activities. The Contractor must designate an on-site Project Supervisor who will serve as the contact person for the Railway and who will maintain a copy of the Safety Action Plan, safety audits, and Material Safety Datasheets (MSDS), at the job site.

1.05 Protection of Railway Facilities and Railway Flagger Services:

- **1.05.01** The Contractor must give Railway's Roadmaster Lawrence Guerrero at (719) 549-3258 a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Roadmaster can make appropriate arrangements (i.e., bulletin the flagger's position). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Roadmaster five (5) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.
- **1.05.02** Unless determined otherwise by Railway's Project Representative, Railway flagger and protective services and devices will be required and furnished when Contractor's work activities are located over, under and/or within twenty-five (25) feet measured horizontally from centerline of the nearest track and when cranes or similar equipment positioned beyond 25-feet from the track centerline could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:
- **1.05.02a** When in the opinion of the Railway's Representative it is necessary to safeguard Railway's Property, employees, trains, engines and facilities.
- **1.05.02b** When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.

- **1.05.02c** When work in any way interferes with the safe operation of trains at timetable speeds.
- **1.05.02d** When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.
- **1.05.02e** Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.
- **1.05.03** Flagging services will be performed by qualified Railway flaggers.
- **1.05.03a** Flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railways Representative.
- **1.05.03b** Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.
- **1.05.03c** The cost of flagger services provided by the Railway, when deemed necessary by the Railway's representative, will be borne by the Colorado Department of Transportation. The estimated cost for one (1) flagger is \$600.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, transportation, meals, lodging and supervision. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. The flagging rate in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of flagging pursuant to this paragraph.
- **1.05.03d** The average train traffic on this route is _____ freight trains per 24-hour period at a timetable speed _____ MPH and _____ passenger trains at a timetable speed of _____ MPH.

1.06 Contractor General Safety Requirements

- **1.06.01** Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by contractors within 25 feet of any track must be in compliance with FRA Roadway Worker Protection Regulations.
- **1.06.02** Before beginning any task on Railway Property, a thorough job safety briefing must be conducted with all personnel involved with the task and repeated when the personnel or task changes. If the task is within 25 feet of any track, the job briefing must include the Railway's flagger, as applicable, and include the procedures the Contractor will use to protect its employees, subcontractors, agents or invitees from moving any equipment adjacent to or across any Railway track(s).
- **1.06.03** Workers must not work within 25 feet of the centerline of any track without an on track safety strategy approved by the Railway's Project Representative. When authority is provided, every contractor employee must know: (1) who the Railway flagger is, and how to contact the flagger, (2) limits of the authority, (3) the method of communication to stop and resume work, and (4) location of the designated places of safety. Persons or equipment entering flag/work limits that were not previously job briefed, must notify the flagger immediately, and be given a job briefing when working within 25 feet of the center line of track.
- **1.06.04** When Contractor employees are required to work on the Railway Property after normal working hours or on weekends, the Railroad's representative in charge of the project must be notified. A minimum of two employees must be present at all times.
- **1.06.05** Any employees, agents or invitees of Contractor or its subcontractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railway's Property and subsequently released to the custody of a representative of Contractor management. Future access to the

Railway's Property by that employee will be denied.

- **1.06.06** Any damage to Railway Property, or any hazard noticed on passing trains must be reported immediately to the Railway's representative in charge of the project. Any vehicle or machine which may come in contact with track, signal equipment, or structure (bridge) and could result in a train derailment must be reported immediately to the Railway representative in charge of the project and to the Railway's Resource Operations Center at 1(800) 832-5452. Local emergency numbers are to be obtained from the Railway representative in charge of the project prior to the start of any work and must be posted at the job site.
- **1.06.07** For safety reasons, all persons are prohibited from having pocket knives, firearms or other deadly weapons in their possession while working on Railway's Property.
- **1.06.08** All personnel protective equipment (PPE) used on Railway Property must meet applicable OSHA and ANSI specifications. Current Railway personnel protective equipment requirements are listed on the web site, www.contractororientation.com, however, a partial list of the requirements include: a) safety glasses with permanently affixed side shields (no yellow lenses); b) hard hats c) safety shoe with: hardened toes, above-the-ankle lace-up and a defined heel; and d) high visibility retro-reflective work wear. The Railroad's representative in charge of the project is to be contacted regarding local specifications for meeting requirements relating to hi-visibility work wear. Hearing protection, fall protection, gloves, and respirators must be worn as required by State and Federal regulations. **(NOTE – Should there be a discrepancy between the information contained on the web site and the information in this paragraph, the web site will govern.)**
- **1.06.09** The Contractor must not pile or store any materials, machinery or equipment closer than 25'-0" to the center line of the nearest Railway track. Materials, machinery or equipment must not be stored or left within 250 feet of any highway/rail at-grade crossings, where storage of the same will interfere with the sight distances of motorists approaching the crossing. Prior to beginning work, the Contractor must establish a storage area with concurrence of the Railroad's representative.
- **1.06.10** Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railway's Property must be left inoperable and secured against movement. (See internet Engineering Contractor Safety Orientation program for more detailed specifications)
- **1.06.11** Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.
- **1.06.12** All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200 KV or below - 15 feet; 200 to 350 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

1.07 Excavation

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

excavating.

- **1.07.02** The Contractor must cease all work and notify the Railway immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work must be performed until the exact location has been determined. There will be no exceptions to these instructions.
- **1.07.03** All excavations must be conducted in compliance with applicable OSHA regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.
- **1.07.04** Any excavations, holes or trenches on the Railway's Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that Railway employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.

1.08 Hazardous Waste, Substances and Material Reporting

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

1.09 Personal Injury Reporting

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

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

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

1. Accident City/St _____ 2. Date: _____ Time:
County: _____ 3. Temperature: _____ 4. Weather
(if non-Railway location)
5. Social Security #
6. Name (last, first, mi)
7. Address: Street: _____ City: _____ St. _____ Zip:
8. Date of Birth: _____ and/or Age _____ Gender:
(if available)
9. (a) Injury: _____ (b) Body Part:
(i.e. (a) Laceration (b) Hand)
11. Description of Accident (To include location, action, result, etc.):

12. Treatment:
? First Aid Only
? Required Medical Treatment
? Other Medical Treatment

13. Dr. Name _____ 30. Date:
14. Dr. Address:
Street: _____ City: _____ St: _____ Zip:
15. Hospital Name:
16. Hospital Address:
Street: _____ City: _____ St: _____ Zip:
17. Diagnosis:

**FAX TO
RAILWAY AT (817) 352-7595
AND COPY TO
RAILWAY ROADMASTER FAX**

EXHIBIT C-1

To Contract

Cover Sheet for: Letter Agreement between
BNSF and Contractor

OVERPASS EXHIBIT "C-1"

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

**BNSF RAILWAY COMPANY
Attention: Manager Public Projects**

Railway File: 4th Street - Sh96a - Pueblo, Colorado - DOT# 003496V
Agency Project: CDOT Project No. BR 0961-008, 13141
State Highway 96A (4th St. Bridge), Pueblo

Gentlemen:

The undersigned (hereinafter called, the "Contractor"), has entered into a contract (the "Contract") dated _____, 200_, with Colorado Department of Transportation for the performance of certain work in connection with the following project: **Construction of the 4th St. Bridge Demolition and Replacement, City of Pueblo, Colorado; CDOT Project No. BR 0961-008, 13141.** Performance of such work will necessarily require contractor to enter BNSF RAILWAY COMPANY ("Railway") right of way and property ("Railway Property"). The Contract provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for Colorado Department of Transportation (i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

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

Section 1. RELEASE OF LIABILITY AND INDEMNITY

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

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

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

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

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

Section 2. TERM

This Agreement is effective from the date of the Contract 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.

Section 3. INSURANCE

Contractor must, 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 must contain broad form contractual liability with a combined single limit of a minimum of \$5,000,000 each occurrence and an aggregate limit of at least \$10,000,000. Coverage must be purchased on a post 1998 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 must also contain the following endorsements, which must be indicated on the certificate of insurance:

- ◆ It is agreed that any workers' compensation exclusion does not apply to **Railroad** payments related to the Federal Employers Liability Act or a **Railroad** Wage Continuation Program or similar programs and any payments made are deemed not to be either payments made or obligations assumed under any Workers Compensation, disability benefits, or unemployment compensation law or similar law.
- ◆ The definition of insured contract must be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- ◆ Any exclusions related to the explosion, collapse and underground hazards must be removed.

No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy.

B. Business Automobile Insurance. This insurance must 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

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

- ◆ _____'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.

D. Railroad Protective Liability insurance naming only the **Railroad** as the Insured with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 10 93 and include the following:

- ◆ Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
- ◆ 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 **Railroad** prior to performing any work or services under this Agreement

Other Requirements:

All policies (applying to coverage listed above) must not contain an exclusion for punitive damages and certificates of insurance must reflect that no exclusion exists.

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

Contractor's insurance policies through policy endorsement, must include wording which states that the policy is primary and non-contributing with respect to any insurance carried by **Railroad**. The certificate of insurance must reflect that the above wording is included in evidenced policies.

All policy(ies) required above (excluding Workers Compensation and if applicable, Railroad Protective) must include a severability of interest endorsement and **Railroad** must be named as an additional insured with respect to work performed under this agreement. Severability of interest and naming **Railroad** as additional insured must be indicated on the certificate of insurance.

Contractor is not allowed to self-insure without the prior written consent of **Railroad**. If granted by **Railroad**, any deductible, self-insured retention or other financial responsibility for claims must be covered directly by contractor in lieu of insurance. Any and all **Railroad** 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 the Work, contractor must furnish to **Railroad** an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments and referencing the contract audit/folder number if available. The policy(ies) must contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify **Railroad** in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision must be indicated on the certificate of insurance. Upon request from **Railroad**, a certified duplicate original of any required policy must be furnished. Contractor should send the certificate(s) to the following address:

BNSF RISK MANAGEMENT
2500 Lou Menk Drive AOB-1
Fort Worth, TX 76131-2828
Fax: 817-352-7207

Any insurance policy must be written by a reputable insurance company acceptable to **Railroad** 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 provide.

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

Not more frequently than once every five years, **Railroad** 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 must require that the subcontractor provide and maintain the insurance coverages set forth herein, naming **Railroad** as an additional insured, and requiring that the subcontractor release, defend and indemnify **Railroad** to the same extent and under the same terms and conditions as contractor is required to release, defend and indemnify **Railroad** herein.

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

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

For purposes of this section, **Railroad** means "Burlington Northern Santa Fe Corporation", "BNSF RAILWAY COMPANY" and the subsidiaries, successors, assigns and affiliates of each.

Section 4. EXHIBIT "C" CONTRACTOR REQUIREMENTS

The Contractor must observe and comply with the provisions, obligations, requirements and limitations contained in the Contract and the Contractor Requirements set forth on Exhibit "C" attached to the Contract 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.

Section 5. TRAIN DELAY

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

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

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

The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway confidentiality obligations. Damages for train delay for certain trains may be as high as \$50,000.00 per incident.

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

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

Kindly acknowledge receipt of this letter by signing and returning to the Railway two original copies of this letter, which, upon execution by Railway, will constitute an Agreement between us.

(Contractor)

BNSF Railway Company

By: _____
Printed Name: _____
Title: _____

By: _____
Name: _____
 Manager Public Projects

Contact Person: _____
Address _____

Accepted and effective this _____ day of 20__.

City: _____ State: _____ Zip: _____
Fax: _____
Phone: _____
E-mail: _____

EXHIBIT D-1

To Contract

Cover Sheet for: Print of Permanent Easement
No. PE 45 and PE 45A

EXHIBIT D-2

To Contract

Cover Sheet for: Legal Description of PE 45

EXHIBIT "A"
PROJECT NUMBER: BR 0961-008
PARCEL NUMBER: PE-45
PROJECT CODE: 13141
DATE: November 30, 2005

LEGAL DESCRIPTION

A permanent easement Number PE-45 of the Department of Transportation, State of Colorado, Project Number BR 0961-008 containing 3,784 square feet, more or less, in the NW ¼ of Section 36, Township 20 South, Range 65 West of the Sixth Principal Meridian, in Pueblo County, Colorado, said permanent easement being more particularly described as follows:

Beginning at the point of intersection of the easterly line of the Union Pacific Railroad and the northerly line of West 4th Street, as described in the deed dated June 12, 1925 and recorded in Book 621, Page 302, in the records of the Pueblo County Clerk and Recorder, the POINT OF BEGINNING;

1. Thence N. 43°13'00" E. along the northerly line of West 4th Street, a distance of 171.12 feet;
2. Thence along the arc of a curve to the left having a radius of 1026.83 feet, a distance of 178.02 feet, (the chord of said arc bears S. 55°51'34" W., a distance of 177.80 feet) to the easterly line of the Union Pacific Railroad;
3. Thence along the easterly line of the Union Pacific Railroad, the arc of a curve to the right having a radius of 1910.08 feet, a distance of 38.99 feet, (the chord of said arc bears S. 50°15'48" E., a distance of 38.99 feet);, more or less, to the POINT OF BEGINNING.

The above described permanent easement contains 0.087 acres (3784 square feet), more or less.

The purpose of the above described permanent easement is for the construction and maintenance of a bridge structure.

Basis of Bearing: The basis of bearing for project reference is a line from CDOT Control Monument 7 (S.H. 96, M.P. 54.85 Rt.) to CDOT Control Monument 15 (S.H. 96, M.P. 55.65 Md.), having a bearing of N. 64° 45' 30" E.

For and on the behalf of the
Colorado Department of Transportation
Mark E. Lane, PLS 28276
905 Erie Ave., Pueblo, CO 81001

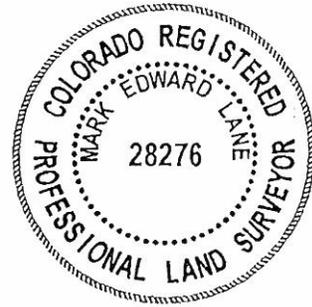


EXHIBIT D-3

To Contract

Cover Sheet for: Legal Description of PE 45A

EXHIBIT "A"
PROJECT NUMBER: BR 0961-008
PARCEL NUMBER: PE-45A
PROJECT CODE: 13141
DATE: November 30, 2005

LEGAL DESCRIPTION

A permanent easement Number PE-45A of the Department of Transportation, State of Colorado, Project Number BR 0961-008 containing 9,695 square feet, more or less, in the NW ¼ of Section 36, Township 20 South, Range 65 West of the Sixth Principal Meridian, in Pueblo County, Colorado, said permanent easement being more particularly described as follows:

Beginning at the point of intersection of the easterly line of the Union Pacific Railroad and the southerly line of West 4th Street, as described in the deed dated June 12, 1925 and recorded in Book 621, Page 302, in the records of the Pueblo County Clerk and Recorder, the POINT OF BEGINNING;

1. Thence N. 43°13'00" E. along the southerly line of West 4th Street, a distance of 166.30 feet;
2. Thence S. 51°43'00" E. along the southerly line of West 4th Street, a distance of 84.85 feet;
3. Thence along the arc of a curve to the left having a radius of 873.17 feet, a distance of 180.31 feet, (the chord of said arc bears S. 58°28'56" W., a distance of 179.99 feet) to the easterly line of the Union Pacific Railroad;
4. Thence along the easterly line of the Union Pacific Railroad, the arc of a curve to the left having a radius of 1910.08 feet, a distance of 37.15 feet, (the chord of said arc bears N. 46°43'13" W., a distance of 37.15 feet);, more or less, to the POINT OF BEGINNING.

The above described permanent easement contains 0.223 acres (9695 square feet), more or less.

The purpose of the above described permanent easement is for the construction and maintenance of a bridge structure.

Basis of Bearing: The basis of bearing for project reference is a line from CDOT Control Monument 7 (S.H. 96, M.P. 54.85 Rt.) to CDOT Control Monument 15 (S.H. 96, M.P. 55.65 Md.), having a bearing of N. 64° 45' 30" E.

For and on the behalf of the
Colorado Department of Transportation
Mark E. Lane, PLS 28276
905 Erie Ave., Pueblo, CO 81001



EXHIBIT E

To Contract

Cover Sheet for: BNSF Letter Agreement for
Easements

WHEN RECORDED MAIL TO:

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that **BNSF RAILWAY COMPANY**, (formerly known as The Burlington Northern and Santa Fe Railway Company and formerly known as Burlington Northern Railroad Company) a Delaware corporation, whose address for purposes of this instrument is 2500 Lou Menk Drive, Fort Worth, Texas 76131-2830, Grantor, for Eleven Thousand Three Hundred Twenty Two and No/100 Dollars (**\$11,322.00**) to it paid by the State of Colorado Department of Transportation , Grantee, and the promises of the Grantee hereinafter specified, does hereby remise, release and quitclaim unto the Grantee, subject to the terms and conditions hereinafter set forth, an **EASEMENT** for the purpose of constructing, maintaining and operating a vehicular bridge at 4th Street including the ancillary drainage infrastructure located within the Easement area previously approved by Grantor and for no other purpose, located at Railroad Line Segment 477, Mile Post 118.73, hereinafter called Roadway, over, upon and across the premises, situated in City of Pueblo, County of Pueblo, State of Colorado, being more particularly described on Exhibit "A", attached hereto and by this reference made a part hereof.

RESERVING, however, unto the Grantor, its successors and assigns, the right to construct, place, operate, maintain, alter, repair, replace, renew, improve and remove communication lines above, below and on the surface of the premises, including, without limitation, transmission by conduit, fiber optics, cable, wire or other means of electricity, voice data, video, digitized information, or other materials or information, pipelines, utility lines, track and facilities including the right of ingress and egress in any such manner as does not unreasonably interfere with Grantee's use of the premises for said Roadway, and further reserving unto Grantor, its successors and assigns, all right and privilege of ingress and egress to said premises as Grantor, its successors and assigns may require to investigate and remediate environmental contamination and hazards, and further reserving the right and privilege to use said land for any and all purposes not inconsistent with the use thereof for said Roadway.

The foregoing easement is made subject to and upon the following express conditions:

1. To existing interests in the above-described premises to whomsoever belonging and of whatsoever nature and any and all extensions and renewals thereof, including but not limited to underground pipe line or lines, or any type of wire line or lines, if any.

2. Any and all cuts and fills, excavations or embankments necessary in the construction, maintenance, or future alteration of said Roadway 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.
3. The Grantee shall bear the cost of removal, relocation or reconstruction of any and all right of way fences, telephone or telegraph poles, or other facilities, the removal, relocation or reconstruction of which may be made necessary by reason of the use of said premises for said Roadway purposes.
4. The Grantee shall, at its own cost and expense, make adjustment with industries or other lessees of Grantor for buildings or improvements that may have to be relocated, reconstructed or destroyed by reason of the construction and maintenance of said Roadway on said premises.
5. If during the construction or subsequent maintenance of said Roadway, soils or other materials are exposed or released in violation of any applicable environmental law, order or regulation, Grantee shall appropriately manage or remove such soil or materials in accordance with applicable law. Grantee, to the extent allowed by law, shall indemnify, protect and defend Grantor from any and all liability, claims or demands which arise as a result of any action or inaction by Grantee, or any of its agents or contractors, that causes or allows the exposure or release of any such soils or materials. Determination of the nature and extent of any violation of any applicable environmental law, order or regulation, and applicable management and/or disposal procedures, shall be made in accordance with applicable law.
6. Grantor and Grantee have entered into that certain Construction and Maintenance Agreement dated as of _____ concerning the Premises (the "Agreement"). The terms of the Agreement are 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 Agreement is, for whatever reason, no longer in effect.
7. 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.
8. The Grantee or its contractor(s) shall telephone Grantor's Communication Network Control Center at **(800) 533-2891** (a 24 hour number) to determine if fiber optic cable is buried anywhere on the premises; and if so, the Grantee or its contractor(s) will contact the Telecommunications Company(ies) involved, and make arrangements with the Telecommunications Company(ies) for protection of the fiber optic cable prior to beginning any work on the premises.

9. If the Grantee shall abandon the described premises, or any part thereof, or should they be converted to any other use whatsoever, or if the Grantee shall fail to comply with any of the conditions herein, then and in any such event, all the right, title, interest, benefits and enjoyment of said Grantee, or of the public, in and to said premises, for any purposes whatsoever, may be terminated by Grantor, and Grantor, its successors and assigns, may, at its or their option, re-enter, retake and hold said described lands and premises as of the present estate of said Grantor without compensation to said Grantee, the public, or any other person whomsoever, for improvements or property removed, taken or destroyed, or liability for loss of, or damage to any premises or the improvements thereon abutting on said easement area or any part thereof. Prior to any such termination, Grantor shall provide Grantee with written notice of such intent to terminate and provide Grantee ninety (90) days to cure such abandonment, other use, or noncompliance, and upon such compliance, Grantor shall not terminate this easement.
10. The Grantor does not warrant its title to said premises nor undertake to defend the Grantee in the peaceable possession, use or enjoyment thereof; and the grant herein made is subject to all outstanding rights or interest of others existing as of the date of this Easement, including the tenants and licensees of the Grantor.
11. This easement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns and successors of Grantor and Grantee.

TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances thereunto belonging to Grantee for public use and enjoyment for the purposes aforesaid and for no other purpose whatsoever subject to the terms and conditions hereinbefore stated.

IN WITNESS WHEREOF, the said **BNSF RAILWAY COMPANY** has caused this instrument to be signed by its authorized officer, and the corporate seal affixed on the _____ day of _____, 2006.

BNSF RAILWAY COMPANY

By: _____
David P. Schneider
General Director-
Land Revenue Management

ATTEST:

By: _____
Patricia Zbichorski
Assistant Secretary

STATE OF TEXAS)
) ss.
COUNTY OF TARRANT)

I, _____, a Notary Public in and for said County and State, do hereby certify that David P. Schneider, General Director-Land Revenue Management, of BNSF Railway Company, and Patricia Zbichorski, Assistant Secretary of said BNSF Railway Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and to me personally known to be respectively the General Director-Land Revenue Management and Assistant Secretary of said corporation, appeared before me this day in person and severally acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said corporation, being thereunto duly authorized for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2007.

Notary Public

My commission expires: _____

ACCEPTED BY:

GRANTEE:

By: _____

Name: _____

Title: _____

STATE OF COLORADO §

COUNTY OF ADAMS §

This instrument was acknowledged before me on the _____ day of _____, 2006, by _____ (name) as _____ (title) of _____, a _____.

Notary Public

(Seal)

My appointment expires: _____

EXHIBIT "A"
PROJECT NUMBER: BR 0961-008
PARCEL NUMBER: PE-45
PROJECT CODE: 13141
DATE: November 30, 2005

LEGAL DESCRIPTION

A permanent easement Number PE-45 of the Department of Transportation, State of Colorado, Project Number BR 0961-008 containing 3,784 square feet, more or less, in the NW ¼ of Section 36, Township 20 South, Range 65 West of the Sixth Principal Meridian, in Pueblo County, Colorado, said permanent easement being more particularly described as follows:

Beginning at the point of intersection of the easterly line of the Union Pacific Railroad and the northerly line of West 4th Street, as described in the deed dated June 12, 1925 and recorded in Book 621, Page 302, in the records of the Pueblo County Clerk and Recorder, the POINT OF BEGINNING;

1. Thence N. 43°13'00" E. along the northerly line of West 4th Street, a distance of 171.12 feet;
2. Thence along the arc of a curve to the left having a radius of 1026.83 feet, a distance of 178.02 feet, (the chord of said arc bears S. 55°51'34" W., a distance of 177.80 feet) to the easterly line of the Union Pacific Railroad;
3. Thence along the easterly line of the Union Pacific Railroad, the arc of a curve to the right having a radius of 1910.08 feet, a distance of 38.99 feet, (the chord of said arc bears S. 50°15'48" E., a distance of 38.99 feet);, more or less, to the POINT OF BEGINNING.

The above described permanent easement contains 0.087 acres (3784 square feet), more or less.

The purpose of the above described permanent easement is for the construction and maintenance of a bridge structure.

Basis of Bearing: The basis of bearing for project reference is a line from CDOT Control Monument 7 (S.H. 96, M.P. 54.85 Rt.) to CDOT Control Monument 15 (S.H. 96, M.P. 55.65 Md.), having a bearing of N. 64° 45' 30" E.

For and on the behalf of the
Colorado Department of Transportation
Mark E. Lane, PLS 28276
905 Erie Ave., Pueblo, CO 81001



EXHIBIT "A"
PROJECT NUMBER: BR 0961-008
PARCEL NUMBER: PE-45A
PROJECT CODE: 13141
DATE: November 30, 2005

LEGAL DESCRIPTION

A permanent easement Number PE-45A of the Department of Transportation, State of Colorado, Project Number BR 0961-008 containing 9,695 square feet, more or less, in the NW ¼ of Section 36, Township 20 South, Range 65 West of the Sixth Principal Meridian, in Pueblo County, Colorado, said permanent easement being more particularly described as follows:

Beginning at the point of intersection of the easterly line of the Union Pacific Railroad and the southerly line of West 4th Street, as described in the deed dated June 12, 1925 and recorded in Book 621, Page 302, in the records of the Pueblo County Clerk and Recorder, the POINT OF BEGINNING;

1. Thence N. 43°13'00" E. along the southerly line of West 4th Street, a distance of 166.30 feet;
2. Thence S. 51°43'00" E. along the southerly line of West 4th Street, a distance of 84.85 feet;
3. Thence along the arc of a curve to the left having a radius of 873.17 feet, a distance of 180.31 feet, (the chord of said arc bears S. 58°28'56" W., a distance of 179.99 feet) to the easterly line of the Union Pacific Railroad;
4. Thence along the easterly line of the Union Pacific Railroad, the arc of a curve to the left having a radius of 1910.08 feet, a distance of 37.15 feet, (the chord of said arc bears N. 46°43'13" W., a distance of 37.15 feet);, more or less, to the POINT OF BEGINNING.

The above described permanent easement contains 0.223 acres (9695 square feet), more or less.

The purpose of the above described permanent easement is for the construction and maintenance of a bridge structure.

Basis of Bearing: The basis of bearing for project reference is a line from CDOT Control Monument 7 (S.H. 96, M.P. 54.85 Rt.) to CDOT Control Monument 15 (S.H. 96, M.P. 55.65 Md.), having a bearing of N. 64° 45' 30" E.

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EXHIBIT F

To Contract

Cover Sheet for: Civil Rights Exhibit

In compliance with Title VI of the Civil Rights Act of 1964 and with Section 162(a) of the Federal Aid Highway Act of 1973, the Contractor, for itself, its assignees and successors in interest, agree as follows:

A. Compliance with Regulations. The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

B. Nondiscrimination. The Contractor, with regard to the work performed by it after ward and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, mental or physical handicap or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix C of the Regulations.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractors' obligations under this contract and the Regulations relative to nondiscrimination of the ground of race, color, sex, mental or physical handicap or national origin.

D. Information and Reports. The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State, or the FHWA as appropriate, and shall set forth what efforts have been made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- (1) Withholding of payments to the Contractor under the contract until the Contractor complies, and/or;
- (2) Cancellation, termination or suspension of the contract, in whole or in part.

F. Incorporation of Provisions. The Contractor will include the provisions of Paragraphs A through F in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor of supplier as a result of such direction, the Contractor may request the State to enter such litigation to protect the interests of the State and, in addition, the Contractor may request FHWA to enter into such litigation to protect the interest of the United States.

EXHIBIT G

To Contract

Cover Sheet for: BNSF Estimate

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

THE B. N. S. F. RAILWAY COMPANY
 FHPM ESTIMATE FOR
 COLORADO D.O.T.

LOCATION:- PUEBLO TO 4TH STREET - SH DETAILS OF ESTIMATE PLAN ITEM: PTR003496V VERSION: 1

PURPOSE, JUSTIFICATION AND DESCRIPTION

FLAGGING FOR REPLACEMENT OVERPASS.

4TH STREET - SH96A - PUEBLO, COLORADO - DOT# 003496V

POWDER RIVER SOUTH DIVISION - PIKES PEAK SUB-DIVISION
 L/S 477 MP- 118.703

MAINTAIN PROPRIETARY CONFIDENTIALITY

THE PHYSICAL LIMITS OF THIS PROJECT ARE DESCRIBED BY LINE SEGMENT, MILE POST RANGES, AND IN SOME CASES TRACK NUMBER. THIS IS THE PRIMARY AREA FOR THE PROJECT. THERE WILL BE CASES WHERE WORK MAY OCCUR BEYOND THE DEFINED LIMITS. PROJECTS THAT INCLUDE SIGNAL, ELECTRICAL, OR TELECOMMUNICATION EQUIPMENT MAY REQUIRE ACTIVITY BEYOND THESE DEFINED TRACK LIMITS. ALL OR PORTIONS OF SOME PROJECTS MAY OCCUR IN AREAS WHERE NO MILEPOST SIGNS EXIST SUCH AS YARDS. THIS ESTIMATE IS GOOD FOR 90 DAYS. THEREAFTER THE ESTIMATE IS SUBJECT TO CHANGE IN COST FOR LABOR, MATERIAL, AND OVERHEAD.

BILLING FOR THIS PROJECT SHOULD BE DIRECTED TO: COLORADO DEPT OF TRANSP. - 100%

DESCRIPTION	QUANTITY	U/M	COST	TOTAL \$

LABOR				

FLAGGING - OTHER R.O.W.- CAP	7500.44	MH	177.757	
PAYROLL ASSOCIATED COSTS			130.189	
EQUIPMENT EXPENSES			95.082	
DA LABOR OVERHEADS			178.325	
INSURANCE EXPENSES			27.996	
			-----	-----
TOTAL LABOR COST			609.349	609.349

MATERIAL				

			-----	-----
TOTAL MATERIAL COST			0	0

OTHER				

VEHICLE RENTAL	625.00	DAY	31.250	
			-----	-----
TOTAL OTHER ITEMS COST			31.250	31.250
			-----	-----
PROJECT SUBTOTAL				640.599
CONTINGENCIES				64.059
BILL PREPARATION FEE				3.524

GROSS PROJECT COST				708.182
LESS COST PAID BY BNSF				0

TOTAL BILLABLE COST				708.182

EXHIBIT H

To Contract

Cover Sheet for: Contract Funding Letter

SAMPLE FUNDING LETTER

Exhibit H

Date: _____ State Fiscal Year: _____

TO: (*contractor's name here*)

SUBJECT: Funding Letter No. _____

In accordance with Paragraph _____ of contract routing number _____, between the State of Colorado Department of or Higher Ed Institution (*agency name*) (*division*) and (*contractor's name*) covering the period of (*contract start date*) through (*contract end date*), the undersigned commits the following funds to the contract:

The amount of funds available and specified in Paragraph _____ is (*increased/decreased*) by (\$ amount of change) to a new total funds available of (\$ _____) to satisfy orders under the contract. Paragraph _____ is hereby modified accordingly.

This funding letter does not constitute an order for services under this contract.

This funding letter is effective upon approval by the State Controller or such assistant as he may designate.

APPROVALS:

State of Colorado:
Bill Owens, Governor

By: _____ Date: _____
For the Executive Director/College President
Colorado Department of _____ or Higher Ed institution _____

By: _____ Date: _____
For _____ (Division)

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS 24-30-202 requires that the State Controller approve all state contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The contractor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for goods and/or services provided.

**State Controller
Arthur L. Barnhart**

By: _____

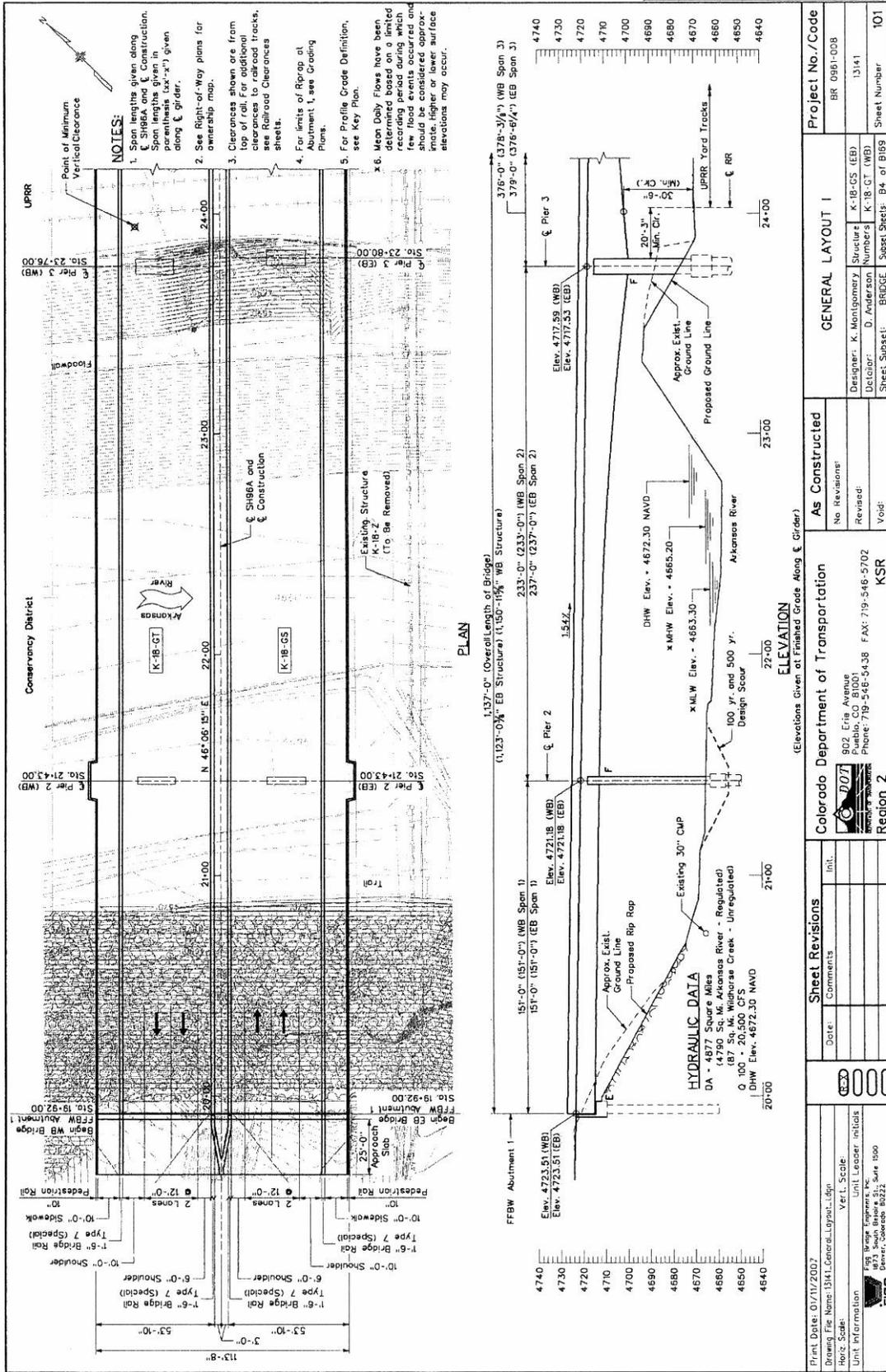
Date: _____

EXHIBIT I

To Contract

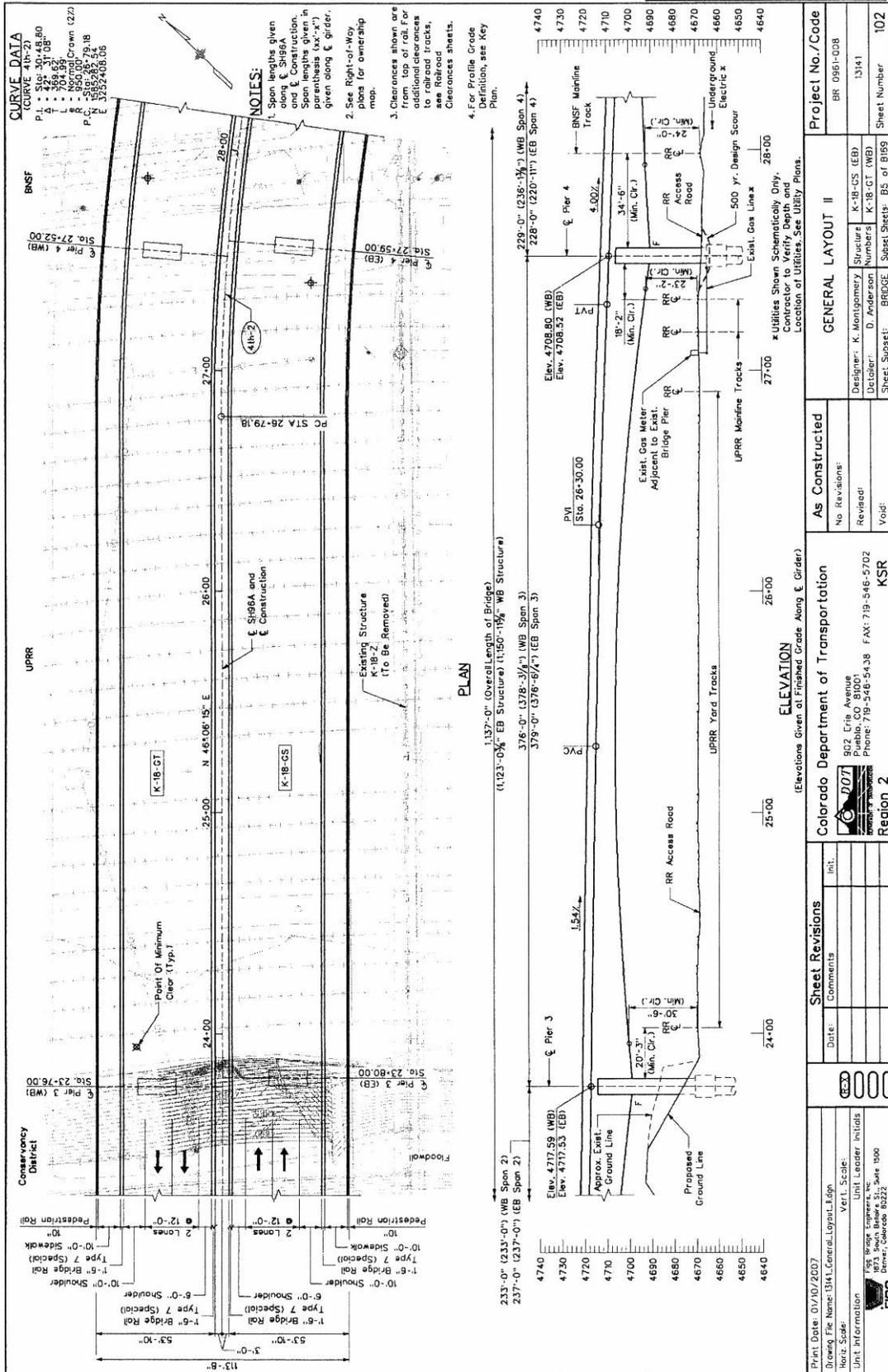
Cover Sheet for: Structure General Layout

EXHIBIT I



DESIGNED BY	DATE	CHECKED BY	DATE
INTL	12/03	INTL	12/03
INTL	12/03	INTL	12/03

EXHIBIT I



CURVE DATA

Curve 40-21
 P.I. 471.31
 P.T. 471.31
 P.C. 471.31
 Normal Crown (22)
 Station 26+79.18
 Station 27+52.00

- NOTES:**
- Span lengths given along ξ SH96A and ξ Construction. Span lengths given in parentheses (xx'-x") given along ξ grade.
 - See Right-of-Way plans for ownership map.
 - Clearances shown are from top of rail. For additional clearances to railroad tracks, see Railroad Clearances sheets.
 - For Profile Grade Definition, see Key Plan.

PLAN

ELEVATION

(Elevations Given at Finished Grade Along ξ Grider)

As Constructed

No. Revisions: _____
 Revisited: _____
 Void: _____

GENERAL LAYOUT II

Designer: K. Montgomery
 Detailer: D. Anderson
 Sheet Subsets: BRIDGE

Project No./Code

BR 0961-008
 13141
 Sheet Number 102

Colorado Department of Transportation

902 Erie Avenue
 Pueblo, CO 81001
 Phone: 719-546-5702
 FAX: 719-546-5438

Region 2

Sheet Revisions

Date:	Comments

Print Date: 01/10/2007
 Drawing File Name: D:\Central\Lays\L1.ggn
 Vert. Scale: _____
 Unit Leader Initials: _____
 Unit Leader Name: _____
 Unit Leader Title: _____
 Unit Leader Phone: _____
 Unit Leader Fax: _____
 Unit Leader Email: _____

Drawn By	Checked By	Date

