

# **UNDERPASS AGREEMENT**

BNSF File No. BF10014348

Meadowdale Beach Park Underpass

U.S. D.O.T. No. 979310B

LS 50

MP 21.80

Scenic Subdivision

This Agreement ("**Agreement**"), is executed to be effective as of \_\_\_\_\_ ("**Effective Date**"), by and between BNSF RAILWAY COMPANY, a Delaware corporation ("**BNSF**"), and Snohomish County, a political subdivision of the State of Washington ("**Agency**").

## **RECITALS:**

WHEREAS, BNSF owns and operates a line of railroad in and through the County of Snohomish, State of Washington;

WHEREAS, Agency desires to improve the existing underpass which provides public beach access by constructing a new underpass to be known as the Meadowdale Beach Park Underpass and designated as., D.O.T. No. 979310B; and

WHEREAS, the existing underpass, consisting of a concrete box culvert which provides public beach access will be permanently closed, vacated and removed upon completion of construction and the placing in service of said underpass.

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

### **1) SCOPE OF WORK**

1. The term "**Project**" as used herein includes any and all work related to the construction of the proposed Meadowdale Beach Park Bridge (hereinafter referred to as the "**Structure**"), the proposed Meadowdale Beach Park Underpass (hereinafter referred to as the "**Underpass Trail**") and any and all work related to the restoration of the estuary within BNSF's railroad right of way (hereinafter referred to as the "**Estuary**") more particularly described on the Exhibit A, which is attached hereto and incorporated herein, including, but not limited to, any and all changes to telephone, telegraph, signal and electrical lines and appurtenances, temporary and permanent

track work, fencing, grading, alterations to or new construction of drainage facilities, preliminary and construction engineering and contract preparation. Temporary controls during construction must comply with Section 8A-08, "Temporary Traffic Control Zones" of the Manual of Uniform Traffic Control Devices ("MUTCD"), U.S. Department of Transportation.

During the term of the Project, the construction site, including the beach, will be closed to public access. Agency shall install and maintain fencing and signage prohibiting the public and notifying them of closure. Agency will remove all temporary controls upon completion of construction of the Project.

## **2) BNSF OBLIGATIONS**

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

1. Upon Agency's payment to BNSF of an administrative fee in the sum of Two Thousand Five Hundred and No/100 Dollars (\$2,500), together with the Temporary Construction License Fee in the sum of \$One Hundred Twenty Four Thousand Six Hundred Fourteen and No/100 Dollars (\$124,614), BNSF hereby grants to Agency, its successors and assigns, upon and subject to the terms and conditions set forth in this Agreement, a temporary non-exclusive license (hereinafter called, "Temporary Construction License") to construct the Structure across or upon the portion of BNSF's right-of-way as legally described on Exhibit A-1, excepting and reserving BNSF's rights, and the rights of any others who have obtained, or may obtain, permission or authority from BNSF, to do the following:

- a) Operate, maintain, renew and/or relocate any and all existing railroad track or tracks, wires, pipelines and other facilities of like character upon, over or under the surface of said right-of-way;
- b) Construct, operate, maintain, renew and/or relocate upon said right-of-way, without limitation, such facilities as the BNSF may from time to time deem appropriate, provided such facilities do not materially interfere with the Agency's use of the Structure;
- c) Otherwise use or operate the right-of-way as BNSF may from time to time deem appropriate, provided such use or operations does not materially interfere with the Agency's use of the Structure; and
- d) Require the Agency or its contractor to execute a Temporary Construction Crossing Agreement, for any temporary crossing requested to aid in the construction of this Project.

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

Upon Agency's payment to BNSF of the additional sum of \$ Four Hundred Thirty Thousand Two Hundred Ninety Four and No/100 Dollars (\$430,294), such payment to be made within thirty (30) days of issuing the Notice to Proceed pursuant to Article III, Section 17 of this Agreement, and provided further that Agency is in compliance with the term and conditions of this Agreement, BNSF will grant to Agency, its successors and assigns, an easement (hereinafter called, the

“Easement”) to enter upon and use that portion of BNSF’s right-of-way as is necessary to use and maintain the “Underpass Trail” and “Estuary”, substantially in the form of Exhibit B attached to this Agreement. If Agency fails to pay BNSF within the thirty-day time period set forth in the preceding sentence, BNSF may stop construction of the Project until full payment is received by BNSF.

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

- (a) Furnishing of flagging services during construction of the Project as required and set forth in further detail on Exhibit C;
- (b) Furnishing engineering and inspection as required in connection with the construction of the Project;
- (c) Providing a contract project coordinator, at Agency’s expense, to serve as a project manager for the Project construction;
- (d) Procurement of materials, equipment and supplies necessary for construction of the Structure;
- (e) Partial Removal of the existing underpass (culvert) to limits necessary to set Structure spans;
- (f) Removal of the existing embankment to the depth necessary to install precast structure components;
- (g) Removal of approximately 200 feet of each main track with Project area;
- (h) Construction of the Structure, to include pile driving, precast bridge components, handrail, waterproof membrane, ballast, and replacement track panels; and
- (i) Raising Main 2 track using ballast and other necessary materials..

3. BNSF will do all railroad work set forth in Article II, Section 2 above on an actual cost basis. Work performed by BNSF employees covered by the terms of a collective bargaining agreement (CBA) shall be in accordance with such CBA, including as to the terms regarding the subcontracting of such work.

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

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

6. During the construction of the Project, BNSF will send Agency progressive invoices detailing the costs of the railroad work performed by BNSF under this Agreement. Agency must reimburse BNSF for completed force-

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

### **3) AGENCY OBLIGATIONS**

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

1. Agency must furnish to BNSF plans and specifications for the Project (reduced size 11" x 17"), together with electronic copies of calculations and specifications in **English Units**, must be submitted to BNSF for approval prior to commencement of any construction. BNSF will give Agency final written approval of the plans and specifications substantially in the form of Exhibit E, attached to this Agreement and made a part hereof. Upon BNSF's final written approval of the plans and specifications, said plans and specifications will become part of this Agreement and are hereby incorporated herein. Any approval of the plans and specifications by BNSF shall in no way obligate BNSF in any manner with respect to the finished product design and/or construction. Any approval by BNSF shall mean only that the plans and specifications meet the subjective standards of BNSF, and such approval by BNSF shall not be deemed to mean that the plans and specifications or construction is structurally sound and appropriate or that such plans and specifications meet applicable regulations, laws, statutes or local ordinances and/or building codes.
2. Agency must make any required application and obtain all required permits and approvals for the construction of the Project.
3. Agency must provide for and maintain minimum vertical and horizontal clearances, as required in Exhibit C and as approved by BNSF as part of the plans and specifications for the Project.
4. Agency must acquire all rights of way necessary for the construction of the Project.
5. Agency must make any and all arrangements, in compliance with BNSF's Utility Accommodation Manual (<http://www.bnsf.com/communities/faqs/pdf/utility.pdf>), for the installation or relocation of wire lines, pipe lines and other facilities owned by private persons, companies, corporations, political subdivisions or public utilities other than BNSF which may be necessary for the construction of the Project.
6. Agency must construct the Project as shown on the attached Exhibit A and do all work ("Agency's Work") provided for in the plans and specifications for the Project, except railroad work that will be performed by BNSF hereunder. Agency must furnish all labor, materials, tools and equipment for the performance of Agency's Work. The principal elements of Agency's Work incidental to Structure construction are as follows:
  - (a) Temporary shoring for the Structure construction;
  - (b) Structural excavation for the new Structure, including removal of culvert and existing rock embankment below limits of BNSF removal;



- (c) Quarry spall fill for temporary construction pads (both beach and landward sides);
- (d) Temporary crushed surface base course for the Structure construction pad (both sides);
- (e) Gravel backfill for temporary culvert protection and material laydown (both sides);
- (f) Installation of temporary corrugated pipes through the existing Underpass for purposes of bypassing Lund's Gulch Creek around the Project Area;
- (g) Installation of temporary chain link fence and posts (landward side);
- (h) Installation of WSDOT type 3 chain link fence (both sides) and posts with one gate (landward side) and installation of BNSF-provided no trespassing signs (both sides);
- (i) Installation of a H-pile wall with concrete cap under Bridge;
- (j) Removal of existing chain link fence (both sides);
- (k) Install rock rip rap and geotextile on edges of new creek channel under the Structure at each abutment;
- (l) Temporary erosion and sediment control best management practices as shown on the Plans and Specifications, and including, but not limited to, silt fence, cover measures, and permanent stabilization;
- (m) Clearing and grubbing the Project Site;
- (n) Remove remainder of existing Underpass;
- (o) Install a drain system for the Structure;
- (p) Install, maintain, and remove temporary railroad crossing for construction access to the Sound-side of the temporary embankment;
- (q) All necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on BNSF's right-of-way;
- (r) Provide appropriate pedestrian control during construction;
- (s) Job site cleanup including removal of all construction materials, concrete debris, surplus soil, refuse, contaminated soils, asphalt debris, litter and other waste materials to the satisfaction of BNSF;

The principal elements of Agency's Work necessary to construct the Underpass Trail and Estuary are as follows:

- (a) Remove existing Park amenities;
- (b) Demolish existing Park restroom enclosure;
- (c) Install and maintain temporary erosion and sediment control;
- (d) Complete earthwork including clearing/grubbing/grading;
- (e) Remove buried park related only water and power utilities;
- (f) Install concrete paving under Structure and lay asphalt paving for new path (landward side);
- (g) Install pedestrian edge wall (curbing under Structure);
- (h) Install stream bed cobbles in stream channel bed under Structure and between asphalt paving and sheet-pile wall;
- (i) Install new rock armoring and geotextile fabric and large woody debris near abutment spans (landward side);
- (j) Plant native trees, shrubs, and emergent wetland plants on edges of restored channel/tidal creek mouth and upper edges of beach (both beach and landward sides);

- (k) Install interpretive sign and ADA bench (beach side);
- (l) Install drip irrigation on park side for plantings; and
- (m) Install new light pole (landward side).

7. Agency must apply and maintain said D.O.T. Crossing number\_979310B in a conspicuous location on the Structure.

8. Agency's Work must be performed by Agency or Agency's contractor in a manner that will not endanger or interfere with the safe and timely operations of BNSF and its facilities.

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

10. Agency must require its contractor(s) to notify BNSF's Roadmaster at least thirty (30) calendar days prior to requesting a BNSF flagman in accordance with the requirements of Exhibit C attached hereto. Additionally, Agency must require its contractor(s) to notify BNSF's Manager of Public Projects thirty (30) calendar days prior to commencing work on BNSF property or near BNSF tracks.

11. Agency or its contractor(s) must submit plans (including calculations in **English Units**) for proposed shoring, falsework or cribbing to be used over, under, or adjacent to BNSF's tracks to BNSF's Manager of Public Projects for approval. The shoring, falsework or cribbing used by Agency's contractor shall comply with the BNSF Bridge Requirements set forth on Exhibit F and all applicable requirements promulgated by state and federal agencies, departments, commissions and other legislative bodies. If necessary, Agency must submit for approval two (2) copies of a professionally engineered demolition plan, as set forth in Exhibit F with applicable calculations to BNSF's Manager of Public Projects. The existing\_Meadowdale Beach Underpass will not be removed until BNSF approves Agency's demolition plan in writing.

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

- (a) The Provider is placed on notice that fiber optic, communication and other cable lines and systems (collectively, the "Lines") owned by various telecommunications companies may be buried on BNSF's property or right-of-way. The locations of these Lines have been included on the plans based on information from the telecommunications companies. The Provider will be responsible for contacting BNSF and the telecommunications companies and notifying them of any work that may damage these Lines or facilities and/or interfere with their service. The Provider must also mark all Lines shown on the plans or marked in the field in order to verify their locations. The Provider must also use all reasonable methods when working in the BNSF right-of-way or on BNSF property to determine if any other Lines (fiber optic, cable, communication or otherwise) may exist.
- (b) The Provider will be responsible for the rearrangement of any facilities or Lines determined to interfere with the construction. The Provider must cooperate fully with any telecommunications company(ies) in performing such rearrangements.
- (c) Failure to mark or identify these Lines will be sufficient cause for BNSF to stop construction at no cost to the Agency or BNSF until these items are completed.

- (d) In addition to the liability terms contained elsewhere in this Agreement, the Provider hereby indemnifies, defends and holds harmless BNSF for, from and against all cost, liability, and expense whatsoever (including, without limitation, attorney's fees and court costs and expenses) arising out of or in any way contributed to by any act or omission of Provider, its subcontractors, agents and/or employees that cause or in any way or degree contribute to (1) any damage to or destruction of any Lines by Provider, and/or its subcontractors, agents and/or employees, on BNSF's property or within BNSF's right-of-way, (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on BNSF's property or within BNSF's right-of-way, and/or (3) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of such telecommunication company(ies). **THE LIABILITY ASSUMED BY PROVIDER WILL APPLY ONLY TO THE EXTENT OF THE NEGLIGENCE OF PROVIDER, ITS AGENTS OR EMPLOYEES, AND WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY, DEATH, CAUSE OF ACTION OR CLAIM WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR SOLE NEGLIGENCE OF BNSF.**

It is mutually negotiated between the parties that the indemnification obligation shall include all claims brought by Provider's employees against BNSF, its agents, servants, employees or otherwise, and Provider expressly waives its immunity under the industrial insurance act (RCW Title 51) and assumes potential liability for all actions brought by its employees.

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

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

- a) All work performed under such contract or contracts within the limits of BNSF's right-of-way must be performed in a good and workmanlike manner in accordance with plans and specifications approved by BNSF;
- b) Changes or modifications during construction that affect safety or BNSF operations must be subject to BNSF's approval;
- c) No work will be commenced within BNSF's right-of-way until each of the prime contractors employed in connection with said work must have (i) executed and delivered to BNSF an agreement in the form of Exhibit C-1, and (ii) delivered to and secured BNSF's approval of the required insurance; and
- d) To facilitate scheduling for the Project, Agency shall have its contractor give BNSF's representative four (4) weeks advance notice of the proposed times and dates for work windows. BNSF and Agency's contractor will establish mutually agreeable work windows for the Project. BNSF has the right at any time to revise or change the work windows, due to train operations or service obligations. BNSF will not be responsible for any additional costs and expenses resulting from a change in work windows. Additional costs and expenses resulting from a change in work windows shall be accounted for in the contractor's expenses for the Project.
- e) The plans and specifications for the Project must be in compliance with the Bridge Requirements set forth on Exhibit E, attached to this Agreement and incorporated herein.

15. Agency must advise the appropriate BNSF Manager of Public Projects, in writing, of the completion date of the

Project within thirty (30) days after such completion date. Additionally, Agency must notify BNSF's Manager of Public Projects, in writing, of the date on which Agency and/or its Contractor will meet with BNSF for the purpose of making final inspection of the Project.

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

**It is mutually negotiated between the parties that the indemnification obligation shall include all claims brought by Agency's employees against BNSF, its agents, servants, employees or otherwise, and Agency expressly waives its immunity under the industrial insurance act (RCW Title 51) and assumes potential liability for all actions brought by its employees.**

17. Agency must give BNSF's Manager of Public Projects written notice to proceed ("**Notice to Proceed**") with the railroad work after receipt of necessary funds for the Project. BNSF will not begin the railroad work (including, without limitation, procurement of supplies, equipment or materials) until written notice to proceed is received from Agency.

18. Agency must perform all necessary work to obtain the permanent closure and vacation of the existing underpass crossing across BNSF's right-of-way including removal of the crossing surface within BNSF's right-of-way.

19. Pursuant to RCO Project Agreement No. 18-1259 (the "RCO Agreement"), the County shall defend, indemnify, and hold the State of Washington and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence in connection with the RCO Agreement (including without limitation all work or activities thereunder), or the breach of any obligation under the RCO Agreement by the County or the County's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the County may be legally liable; PROVIDED, HOWEVER, that nothing therein shall require the County to defend or indemnify the State of Washington against and hold harmless the State of Washington from claims, demands, or suits based solely upon

the negligence of the State of Washington, its employees and/or agents for whom the State is vicariously liable; PROVIDED, FURTHER, that if the claims or suits are caused by or result from the concurrent negligence of (a) the County or the County's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the County is legally liable, and (b) the State of Washington, its employees and agents for whom it is vicariously liable, the indemnity obligation shall be valid and enforceable only to the extent of the County's negligence or the negligence of the County's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other person from whom the County may be legally liable.

#### **4) JOINT OBLIGATIONS**

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

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

Tom Teigen, Director  
Snohomish County Department of Conservation and Natural Resources  
6705 Puget Park Drive  
Snohomish, WA 98296  
PH: 425-388-6617  
Email: Tom.Teigen@snoco.org

5. Agency must supervise and inspect the operations of all Agency contractors to ensure compliance with the plans and specifications approved by BNSF, the terms of this Agreement and all safety requirements of BNSF. If BNSF determines that proper supervision and inspection are not being performed by Agency personnel at any time during construction of the Project, BNSF has the right to stop construction (within or adjacent to its operating right-of-way). Construction of the Project will not proceed until Agency corrects the situation to BNSF's reasonable satisfaction. If BNSF feels the situation is not being corrected in an expeditious manner, BNSF will immediately notify the following individual for appropriate corrective action:

Tom Teigen, Director  
Snohomish County Department of Conservation and Natural Resources  
6705 Puget Park Drive  
Snohomish, WA 98296  
PH: 425-388-6617  
Email: Tom.Teigen@snoco.org

6. Intentionally left blank.

Pursuant to this section and Article II, Section 7 herein, Agency must reimburse BNSF in full for the actual costs of all work performed by BNSF under this Agreement (including taxes, such as applicable sales and use taxes, business and occupation taxes, and similar taxes).

7. All expenses detailed in statements sent to Agency pursuant to Article II, Section 6 herein will comply with the terms and provisions of the Title 23 U.S. Code, Title 23 Code of Federal Regulations, and the Federal-Aid Policy Guide, U.S. Department of Transportation, as amended from time to time, which manual is hereby incorporated into and made a part of this Agreement by reference. The parties mutually agree that BNSF's preliminary engineering, design, and contract preparation costs described in Article II, Section 2 herein are part of the costs of the Project even though such work may have preceded the date of this Agreement.

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

9. Subject to the restrictions imposed by Article IV, Section 9 above, the construction of the Project will not commence until Agency gives BNSF's Manager of Public Projects thirty (30) days prior written notice of such commencement. The commencement notice will reference D.O.T. Crossing No 979310B and must state the time that construction activities will begin.

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

- a. BNSF will, at its sole cost and expense, accept, own, and maintain the Bridge, its roadbed, track, bridge drainage infrastructure, and all other railroad facilities existing within its railroad right-of-way, PROVIDED, HOWEVER, that the County shall maintain, at its sole cost and expense, all fencing and fencing signage within the Project Area, PROVIDED, FURTHER, that all fencing signage shall be provided by BNSF to the County at BNSF's sole cost and expense.
- b. Agency will own and maintain, at its sole cost and expense, the Underpass Trail and Estuary, lighting, and associated drainage infrastructure pursuant to this Agreement.

- c. Agency must apply and maintain vertical clearance signs which consistently and accurately describe the minimum actual vertical clearance from the bottom of the Structure to the top of any pavement.
  - d. Agency agrees to reimburse BNSF for the cost of track surfacing due to settlement caused by the construction of the Structure for a period not to exceed two (2) years from the date of final inspection pursuant to Article III, Section 14.
  - e. Agency must provide BNSF with any and all necessary permits and maintain roadway traffic controls, at no cost to BNSF, whenever requested by BNSF to allow BNSF to inspect the Structure or to make emergency repairs thereto.
  - f. It is expressly understood by Agency and BNSF that any right to install utilities will be governed by a separate permit or license agreement between the parties hereto.
- g) If Agency (including its contractors and agents) or BNSF, on behalf of Agency, performs (i) alterations or modifications to the Structure, or (ii) any maintenance or other work on the Structure with heavy tools, equipment or machinery at ground surface level horizontally within 25'-0" of the centerline of the nearest track, or (iii) any maintenance or other work outside the limits of the deck of the Structure vertically above the top of the rail, then Agency or its contractors and/or agents must procure and maintain the following insurance coverage, which may be changed from time to time:

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

- 1. Endorsed to include the Pollution Exclusion Amendment
- 2. Endorsed to include the Limited Seepage and Pollution Endorsement.
- 3. Endorsed to remove any exclusion for punitive damages.
- 4. Endorsed to include Evacuation Expense Coverage Endorsement.
- 5. No other endorsements restricting coverage may be added.
- 6. The original policy must be provided to **BNSF** prior to performing any work or services under this Agreement
- 7. Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured' care, custody, and control arising out of the acts or omissions of the contractor named on the Declarations.

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

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

of computer diskettes containing as built CAD drawings of the Structure and identifying the software used for the CAD drawings. The "as built plans" must comply with the Bridge Requirements set forth on Exhibit F and depict all information in BNSF engineering stationing and mile post pluses. The "as built plans" must also include plan and profile, structural bridge drawings and specifications, and drainage plans. All improvements and facilities must be shown.

12. Subject to the restrictions imposed by Article IV, Section 9 above and in accordance with the requirements of Article III, Section 9 above, Agency must notify and obtain prior authorization from BNSF's Manager of Public Projects before entering BNSF's right-of-way for **INSPECTION OR MAINTENANCE** purposes, and the BNSF Manager of Public Projects will determine if flagging is required. If the construction work hereunder is contracted, Agency must require its prime contractor(s) to comply with the obligations set forth in Exhibit C and Exhibit C-1, as the same may be revised from time to time. Agency will be responsible for its contractor(s) compliance with such obligations.

13. In the event that BNSF shall deem it necessary or desirable in the future, in the performance of its duty as a common carrier, to raise or lower the grade or change the alignment of its tracks or to lay additional track or tracks or to build other facilities in connection with the operation of its railroad, BNSF shall, at its expense, have full right to make such changes or additions, provided such changes or additions do not change or alter the "Underpass Trail" herein proposed to be constructed and provided further, however, that should it become necessary or desirable in the future to change, alter, widen or reconstruct the Underpass Trail to accommodate railroad projects, the cost of such work, including any cost incidental to alteration of railroad or highway facilities made necessary by the alteration of the Underpass Trail shall be the sole responsibility of Agency.

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

15. The parties provide the following assurances in connection with the Project, pursuant to Federal Railroad Administration Consolidated Rail Infrastructure Safety Improvement grant requirements:

- a. Both parties provide assurance that the Project, when complete, has adequate infrastructure capacity to accommodate both existing and future freight and passenger train operations (49 U.S.C. § 22905(c)(1)(B));
- b. BNSF assures that collective bargaining agreements with the railroad's employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the railroad on the railroad transportation corridor for the construction of the Project (49 U.S.C. § 22905(c)(1)(C));
- c. Further, in accordance with 49 U.S.C. § 22905(c)(1)(D), the Agency hereby assures that it complies with liability requirements consistent with 49 U.S.C. § 28103, as appropriate;
- d. Notwithstanding the foregoing assurances, the parties agree and provide further as follows:
  - i. BNSF's assurance regarding capacity in subsection (a) above is made by BNSF in consideration of current conditions and presently-known expectations for future capacity needs pursuant to BNSF's review and acceptance of the plans and specifications for the Project as provided in Article III, in order to meet the grant purposes including to ensure the Project does not limit current or future rail capacity. The provision of said assurance shall in no way obligate, limit, or otherwise restrict either party's rights or obligations under this Agreement or otherwise, or the ability to make changes in and to the Project location or Structure to accommodate future needs, including but not limited to any needs occasioned by BNSF's provision of rail services as a common carrier.



- ii. Nothing in this Agreement shall be construed as prohibiting, limiting, or otherwise restricting BNSF from negotiating and/or modifying (including the removal of any of) the terms (including subcontracting terms) of any applicable collective bargaining agreement now in effect as provided by or pursuant to the Railway Labor Act (45 U.S.C. § 151 et seq., as amended). Further, nothing in this Agreement shall be construed as providing any separate or additional remedy for an alleged breach of a collective bargaining agreement, which are and shall be limited to those remedies provided by such collective bargaining agreement and/or the Railway Labor Act, as applicable.
- iii. These assurances are made for the purposes of this Agreement only. No third party benefits are intended or provided.

16. “BNSF shall comply, when possible, with requirements at 2 C.F.R. § 200.321 (“Contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms”) for any work contracted for this Project.”

- 17. BNSF shall comply with the Buy America provisions set forth in 49 U.S.C. § 22905(a) for the Project. Under 2 C.F.R. § 200.322, as appropriate and to the extent consistent with law, BNSF, to the greatest extent practicable under this award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.
- 18. Any books, papers, records and accounts of the parties hereto relating to the work hereunder or the costs or expenses for labor and material connected with the construction will at all reasonable times be open to inspection and audit by the agents and authorized representatives of the parties hereto, as well as the State of Washington and the Federal Highway Administration, for a period of three (3) years from the date of final BNSF invoice under this Agreement.
- 19. The covenants and provisions of this Agreement are binding upon and inure to the benefit of the successors and assigns of the parties hereto. Notwithstanding the preceding sentence, neither party hereto may assign any of its rights or obligations hereunder without the prior written consent of the other party.
- 20. In the event construction of the Project does not commence within twelve (12) months of the Effective Date, this Agreement will become null and void.
- 21. Neither termination nor expiration of this Agreement will release either party from any liability or obligation under this Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration.
- 22. To the maximum extent possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is prohibited by, or held to be invalid under, applicable law, such provision will be ineffective solely to the extent of such prohibition or invalidity and the remainder of the provision will be enforceable.
- 23. This Agreement (including exhibits listed below and other documents, manuals, etc. incorporated herein) is the full and complete agreement between BNSF and Agency with respect to the subject matter herein and supersedes any and all other prior agreements between the parties hereto.

Exhibit A	-	Approved Plans
Exhibit A-1	-	Legal Description of Temporary Construction Easement BNSF to Agency
Exhibit B	-	Form Underpass Trail and Estuary Easement – BNSF to Agency
Exhibit B1	-	Memorandum of Easement for Underpass Trail and Estuary – BNSF to Agency
Exhibit C	-	Contractor Requirements
Exhibit C1	-	Form Agreement between BNSF Railway Company and the Contractor

Exhibit D	-	Estimated Project Costs for Bridge Work Completed by BNSF
Exhibit E	-	Approval Letter for Plans and Specifications from BNSF's Public Project Manager
Exhibit F	-	Requirements for Grade Separation Projects by a Public Agency
Exhibit G	-	Estimated Project Costs for all Bridge Work

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

**BNSF:**

BNSF's Manager of Public Projects  
2454 Occidental Ave S, Suite 1A  
Seattle, WA 98134

**Agency:**

Snohomish County;

Tom Teigen, Director

Snohomish County Department of Conservation and  
Natural Resources  
6705 Puget Park Drive

Snohomish, WA 98296

PH: 425-388-6617

Email: [Tom.Teigen@snoco.org](mailto:Tom.Teigen@snoco.org)

25. In the event that the Structure must be replaced due to age, funding for replacement of the railroad bridges will be determined by a subsequent agreement between the Agency and BNSF.

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

**BNSF RAILWAY COMPANY**

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

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

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

**AGENCY**

**COUNTY OF SNOHOMISH**

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

Printed Name: Dave Somers

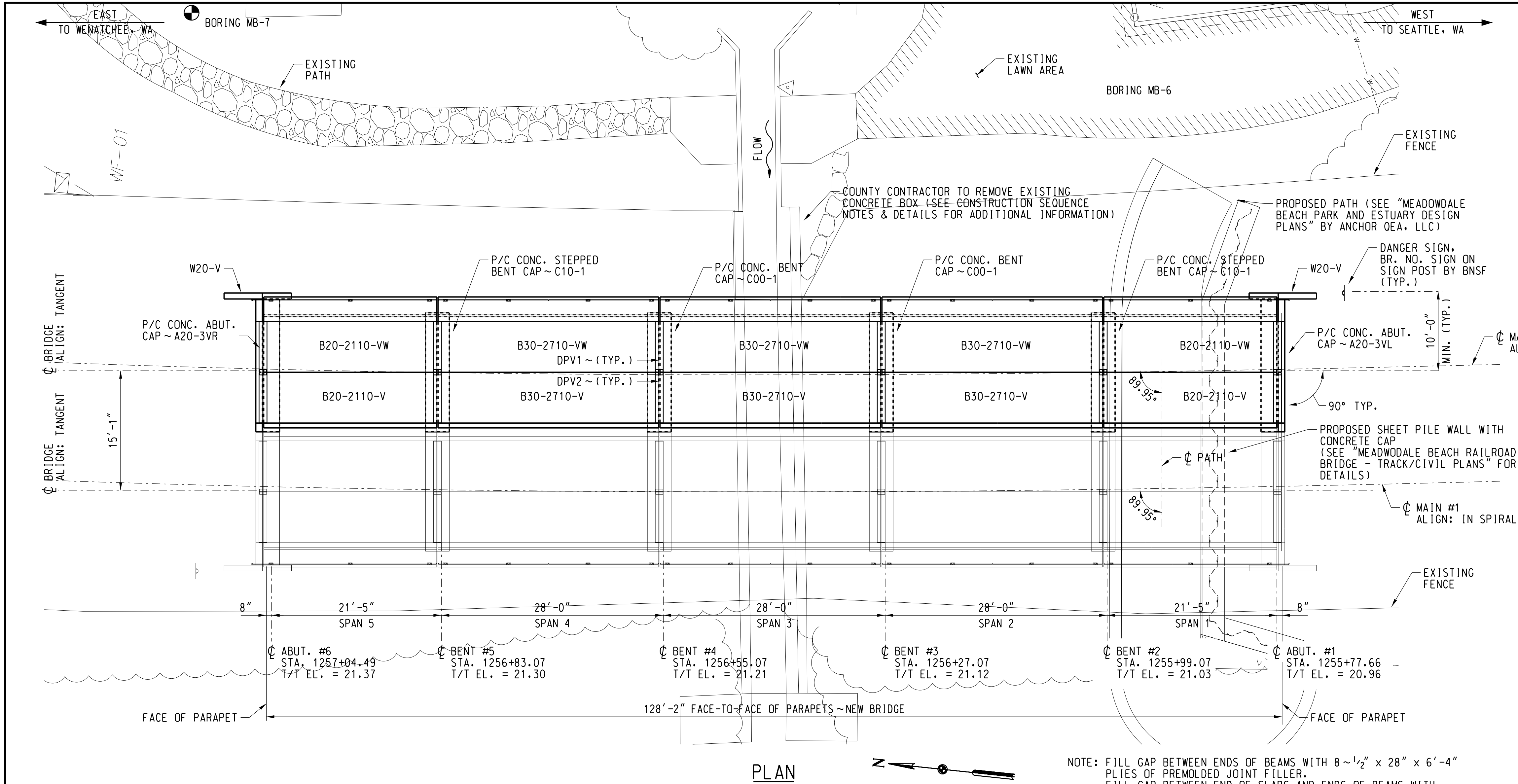
Title: Snohomish County Executive

## **Exhibit A**

Meadowdale Beach Park Railroad Bridge - Civil Plans by Hanson Professional Services, Inc.

Meadowdale Beach Park Railroad Bridge – Structural Plans by Hanson Professional Services Inc.

Meadowdale Beach Park and Estuary Design by Anchor QEA



LIST OF DRAWINGS - BR. 21.80A	
PLAN NO.	TITLE
0050-0021.800-001	GENERAL PLAN & ELEVATION
0050-0021.800-002	TYPICAL SECTIONS & PILE LAYOUT PLAN
0050-0021.800-003	CONSTRUCTION SEQUENCE NOTES & DETAILS
0050-0021.800-004	CONSTRUCTION SEQUENCE STAGING SECTIONS I, II & III
0050-0021.800-005	CONSTRUCTION SEQUENCE STAGING SECTIONS IV & V
0050-0021.800-006	CONSTRUCTION SEQUENCE PLAN - STAGE I, II & III
0050-0021.800-007	CONSTRUCTION SEQUENCE PLAN - STAGE IV
0050-0021.800-008	BILL OF MATERIAL
0050-0021.800-009	DRAINAGE SYSTEM
0050-0021.800-010	BORING LOGS

REFERENCES			
NO.	PLAN NO.	SHEET NO.	DESCRIPTION
1	X	X	JUNE 1, 2016 BNSF STANDARD BRIDGE & COMPONENT PLANS

TABLE OF EST. LIFTING WEIGHTS		
ITEM	MARK NO.	ESTIMATED WEIGHT (LBS)
PRECAST P/S CONC. DBL. CELL BOX BEAM - TYPE II	B30-2710-VW	48,150
PRECAST P/S CONC. DBL. CELL BOX BEAM - TYPE II	B30-2710-V	43,420
PRECAST P/S CONC. SLAB BEAM	B20-2110-VW	46,280
PRECAST P/S CONC. SLAB BEAM	B20-2110-V	42,570
PRECAST CONC. ABUTMENT CAP	A20-3VR	21,510
PRECAST CONC. ABUTMENT CAP	A20-3VL	21,510
PRECAST CONC. BENT CAP	C00-1	20,060
PRECAST CONC. STEPPED BENT CAP	C10-1	22,820
PRECAST CONC. WINGWALL	W20-V	4,140

TABLE OF ELEVATIONS				
LOCATION	MAIN #2 TOP/TIE	TOP/CAP	PILE CUTOFF	T/T TO PILE CUTOFF MAIN #2
ABUT. 1	20.96*	17.91	15.91	5'-0 1/2"
BENT 2	21.03*	17.99/17.15	14.49	6'-6 1/2"
BENT 3	21.12*	17.24	14.58	6'-6 1/2"
BENT 4	21.21*	17.34	14.67	6'-6 1/2"
BENT 5	21.30*	18.26/17.43	14.76	6'-6 1/2"
ABUT. 6	21.37*	18.33	16.33	5'-0 1/2"

\* = TRACK RAISE

#### ADJACENT WORK

WORK THESE SHEETS WITH SHEETS FOR BR. 21.80B

NOTE: STATIONS ARE BASED ON MAIN #2

#### LEGEND:

T/T = TOP OF TIE  
RY = RAILWAY  
B.S. = BOTH SIDES

#### DESIGN DATA:

2018 A.R.E.M.A. DESIGN SPECIFICATIONS  
LOADING: COOPER E 80 W/ DIESEL IMPACT

**ISSUED FOR CONSTRUCTION**

File Loc: C:\Users\hanson\OneDrive\Documents\Bridges\21.80A\21.80A.dgn  
Date Printed: 5/3/2021 Time Printed: 5:36:04 PM



PROTECT SLOPES UNDER BRIDGE WITH ROCK (SEE "MEADOWDALE BEACH RAILROAD BRIDGE - TRACK/CIVIL PLANS FOR DETAILS")

BNSF TO REMOVE THE TOP PORTION OF THE EXISTING CONCRETE BOX (SEE CONSTRUCTION SEQUENCE NOTES & DETAILS FOR ADDITIONAL INFORMATION)

COUNTY CONTRACTOR TO REMOVE THE REMAINDER OF THE EXISTING CONCRETE BOX (SEE CONSTRUCTION SEQUENCE NOTES & DETAILS FOR ADDITIONAL INFORMATION)

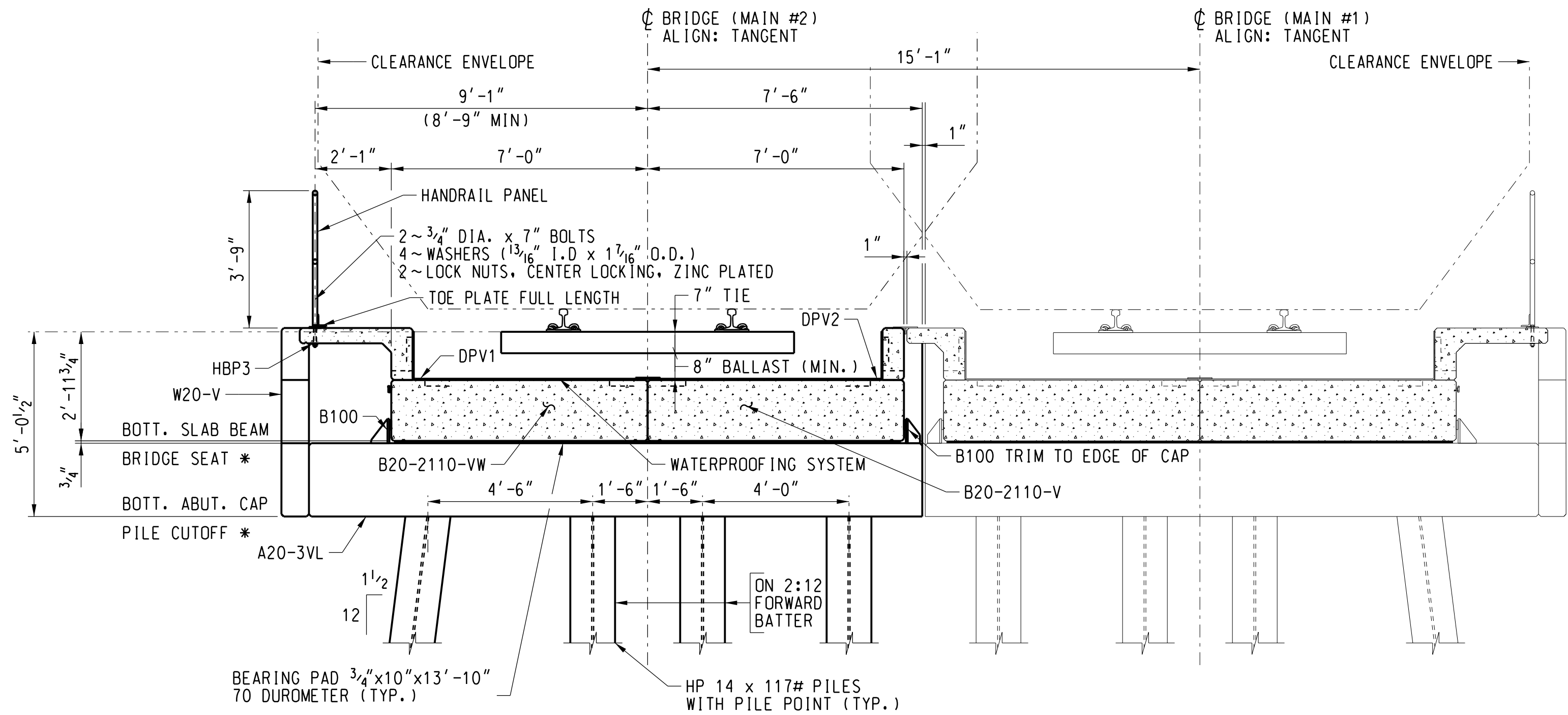
ELEVATION  
LOOKING RY SOUTH

1	4/22/2021	ADD BNSF SIGNATURE BLOCK	DES: TDP
			DRAWN: CDP
			CHECK: MAF
			DATE: 04/22/2021
			PLAN: 000335554
NO.	DATE	REVISIONS	LINE SEG: 0050

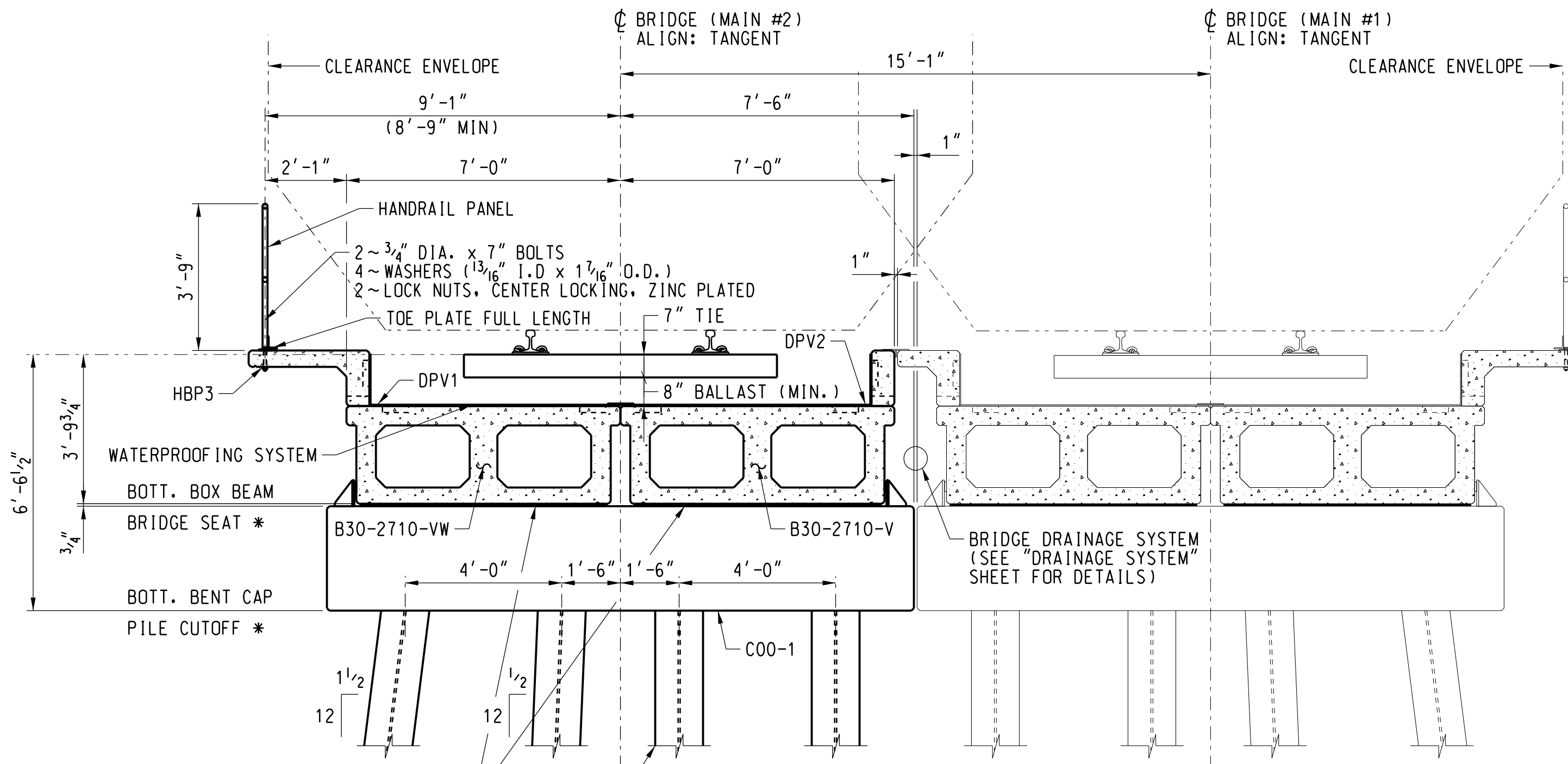
**BNSF**  
RAILWAY  
BRIDGE ENGINEERING KANSAS CITY, KS

SEATTLE, WA TO WENATCHEE, WA  
BRIDGE NUMBER 21.80A  
OVER LUNDS GULCH CREEK  
EDMONDS, WA  
GENERAL PLAN & ELEVATION

PLAN NO: 0050-0021.800-001 SHEET: 01 OF 10



**TYPICAL SECTION AT ABUTMENT**  
(WEST ABUTMENT SHOWN, EAST ABUTMENT OPPOSITE HAND)  
(PROPOSED TRACK ELEVATIONS SHOWN.)



**TYPICAL SECTION AT BENT**  
(LOOKING RY WEST)  
(PROPOSED TRACK ELEVATIONS SHOWN.)

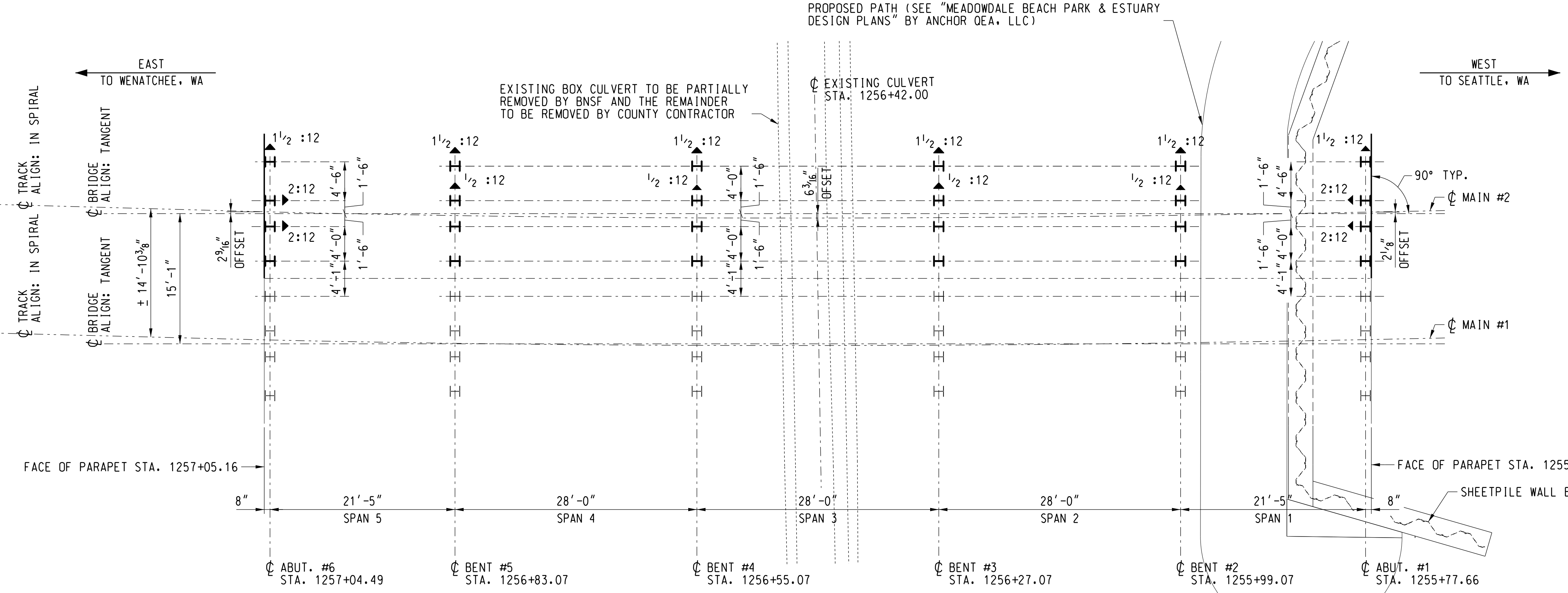
\* SEE ELEVATION TABLE ON SHEET 1 FOR ELEVATIONS.

**NOTES:**

- ▼ - INDICATES DIRECTION OF BATTER.
- X:12 - INDICATES AMOUNT OF BATTER
- ALL DIMENSIONS ARE GIVEN AT BOTTOM OF PRECAST CAP.
- USE WELD METAL TO WRITE THE DATE AND AVERAGE PILE DEPTH IN 3 INCH TALL LETTERS ON EACH BENT.
- PILES SHALL MEET THE MATERIAL REQUIREMENTS OF AND SHALL BE DRIVEN IN ACCORDANCE WITH BNSF STANDARD SPECIFICATIONS. HP14X117# PILES SHALL BE DRIVEN TO REFUSAL, IF POSSIBLE, OR TO A MINIMUM ULTIMATE RESISTANCE OF 250 TONS AS DETERMINED BY THE MODIFIED ENGINEERING NEWS-RECORD FORMULA AS PER THE BNSF ENGINEERING INSTRUCTION, 17.3.4.
- SEE PROJECT GEOTECHNICAL REPORT BY SHANNON & WILSON INC. DATED FEBRUARY 16, 2018
- PROVIDE PILE POINTS FOR PILES - MODEL VS314-117 BY VERSA STEEL INC., PORTLAND, OR OR EQUAL.
- ESTIMATED PILE LENGTH BELOW CUTOFF = 112FT
- FINAL ELEVATION TO BE DETERMINED FROM BORING LOG INFORMATION AND PILE DRIVING EQUIPMENT APPROVED BY THE ENGINEER.

**WATERPROOFING:**

WATERPROOFING SHALL MEET THE REQUIREMENTS OF AND BE INSTALLED PER BNSF STANDARD SPECIFICATION SECTION 04800 AND AREMA CHAPTER 8, PART 29. CURB DRAINS TO BE CONNECTED TO THE DRAINAGE SYSTEM MUST REMAIN OPEN.



**PLAN**

**ISSUED FOR CONSTRUCTION**



1	4/22/2021	ADD BNSF SIGNATURE BLOCK	DES: TDP
			DRAWN: CDP
			CHECK: MAF
			DATE: 04/22/2021
NO.	DATE	REVISIONS	PLAN: 000335554
			LINE SEG: 0050

**BNSF**  
RAILWAY  
BRIDGE ENGINEERING KANSAS CITY, KS  
APPROVED: *[Signature]*  
ASST. DIRECTOR STRUCTURES DESIGN

SEATTLE, WA TO WENATCHEE, WA BRIDGE NUMBER 21.80A OVER LUNDS GULCH CREEK EDMONDS, WA	
TYPICAL SECTIONS & PILE LAYOUT PLAN	
PLAN NO: 0050-0021.800-002	SHEET: 02 OF 10



SUGGESTED CONSTRUCTION SEQUENCE

PRIOR TO STAGE I, BNSF TO RAISE MAIN #2 ELEVATION TO MATCH MAIN #1

STAGE I 1. BNSF TO DRIVE H-PILE AT ALL LOCATIONS. CUT OFF BELOW TOP OF TIE. ADJUST TRACK TIES WHERE NEEDED. (SEE PILE LAYOUT PLAN)

STAGE II 1. COUNTY CONTRACTOR TO PROVIDE TEMPORARY SOIL RETENTION SYSTEM BETWEEN MAIN TRACK #1 AND MAIN TRACK #2 (SEE THIS SHEET)

STAGE III 1. WITH MAIN #2 CLOSED: BNSF TO EXCAVATE AND CUT H-PILE TO CORRECT ELEVATION AT ABUTMENTS AND PIERS.  
2. BNSF TO REMOVE EXISTING CONCRETE BOX CULVERT AS REQUIRED.  
3. BNSF TO PLACE AND WELD PRECAST ABUTMENT & PIER CAPS.  
4. BNSF TO PLACE CONTROLLED LOW-STRENGTH MATERIAL AT ABUTMENTS.  
5. BNSF TO EXCAVATE BETWEEN FOUNDATION ELEMENTS AS REQUIRED TO INSTALL SUPERSTRUCTURE.  
6. BNSF TO BACKFILL ABUTMENT CAPS.  
7. BNSF TO SET BEARING PADS AND INSTALL SUPERSTRUCTURE.  
8. BNSF TO INSTALL TRACKS ON MAIN #2 AND OPEN TO RAIL TRAFFIC.

\* REPEAT STAGES I - III AS NECESSARY BY BNSF TO CONSTRUCT THE SECOND RAILROAD BRIDGE.

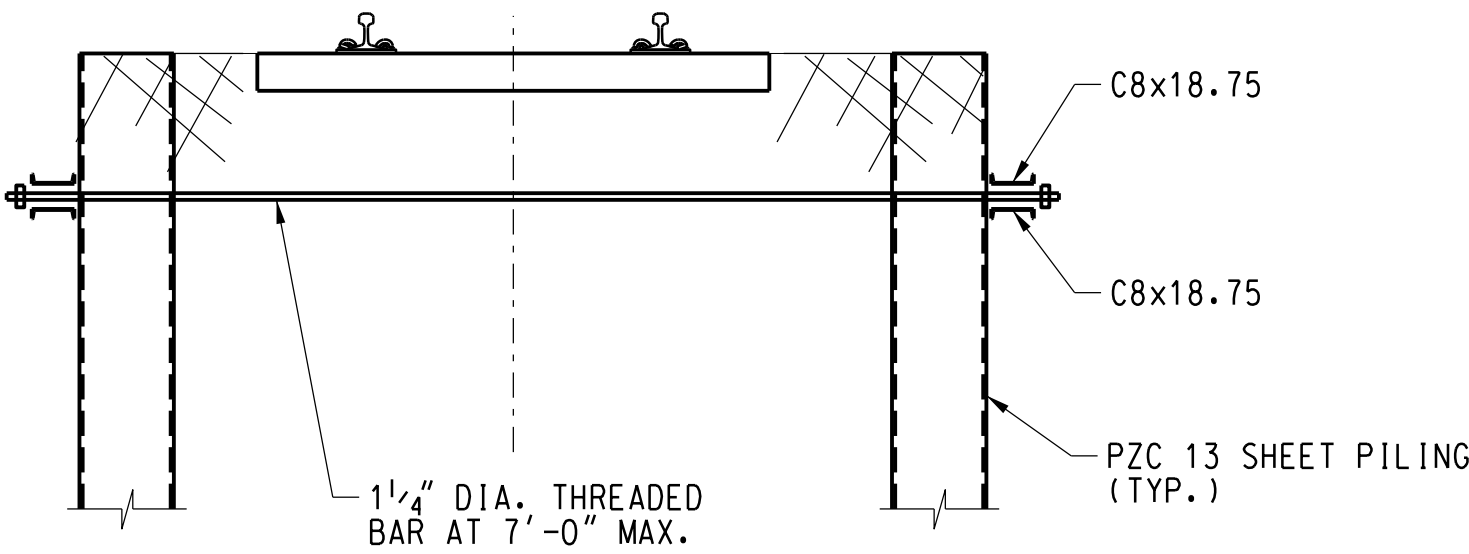
STAGES IVa AND IVb- SAME AS III WITH CLOSURE WINDOW ON MAIN TRACK #1.

1. TEMPORARY SOIL RETENTION SYSTEM SHALL BE REMOVED BY THE COUNTY CONTRACTOR (LOCATIONS OF INTERFERENCE WITH STRUCTURE INSTALLATION) AT ANY TIME AFTER BNSF'S EXCAVATION FOR THE SUPERSTRUCTURE (SEE SUGGESTED CONSTRUCTION SEQUENCING SHEETS FOR FURTHER DETAILS AND NOTE 3 BELOW).

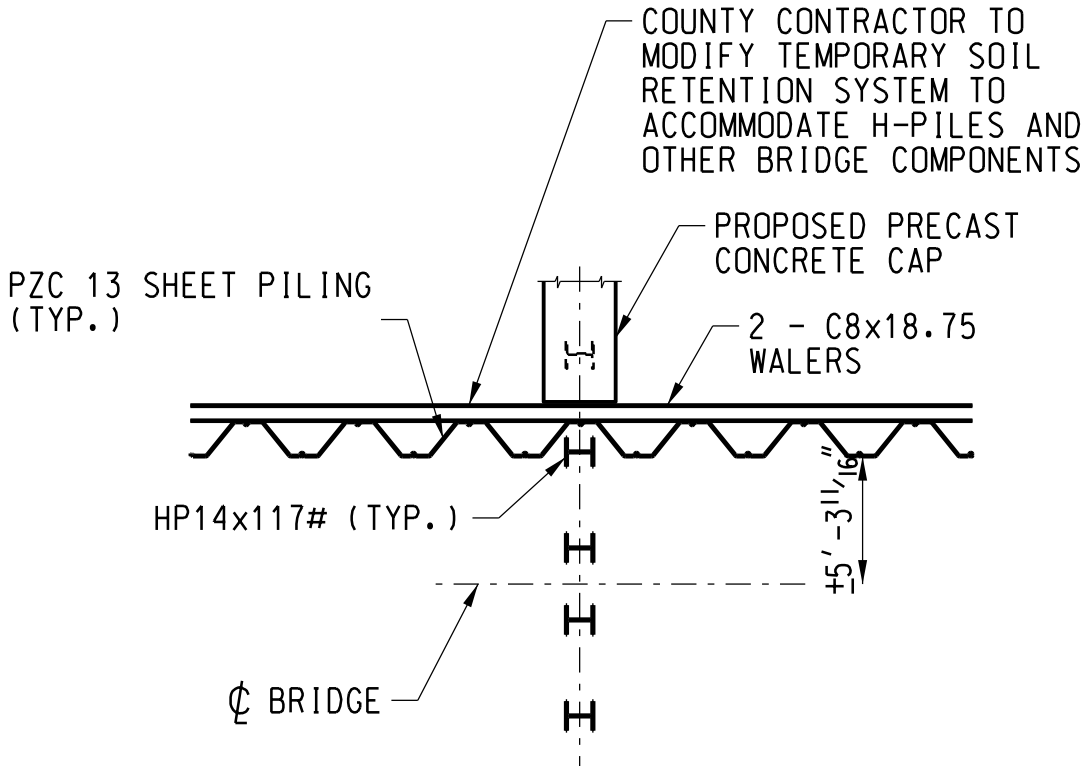
STAGE V 1. COUNTY CONTRACTOR EXCAVATE TO REQUIRED ELEVATIONS FOR STREAM RESTORATION.  
2. COUNTY CONTRACTOR COMPLETELY REMOVE REMAINING PORTIONS OF CULVERT.  
3. COUNTY CONTRACTOR CONSTRUCT NEW WALK PATH.  
4. COUNTY CONTRACTOR CONSTRUCT BRIDGE DRAINAGE SYSTEM.

DURING STAGES II AND/OR III, COUNTY CONTRACTOR TO PARTIALLY INSTALL SHEET-PILE WALL UNDER THE PROPOSED BRIDGE UP TO EITHER SIDE OF THE TEMPORARY SOIL RETENTION SYSTEM (SEE "MEADOWDALE BEACH RAILROAD BRIDGE - TRACK/CIVIL PLANS" FOR DETAILS).

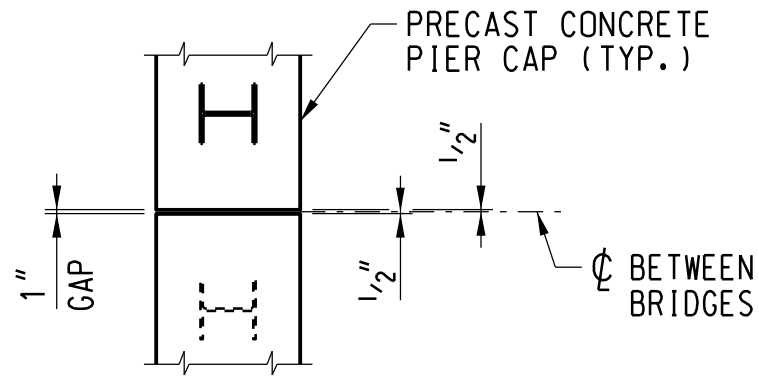
COUNTY CONTRACTOR TO COORDINATE WITH BNSF TO CONNECT AND COMPLETE THE SHEET-PILE WALL PRIOR TO BNSF PLACING BEAMS AND COUNTY CONTRACTOR COMPLETELY REMOVING THE TEMPORARY SOIL RETENTION SYSTEM.



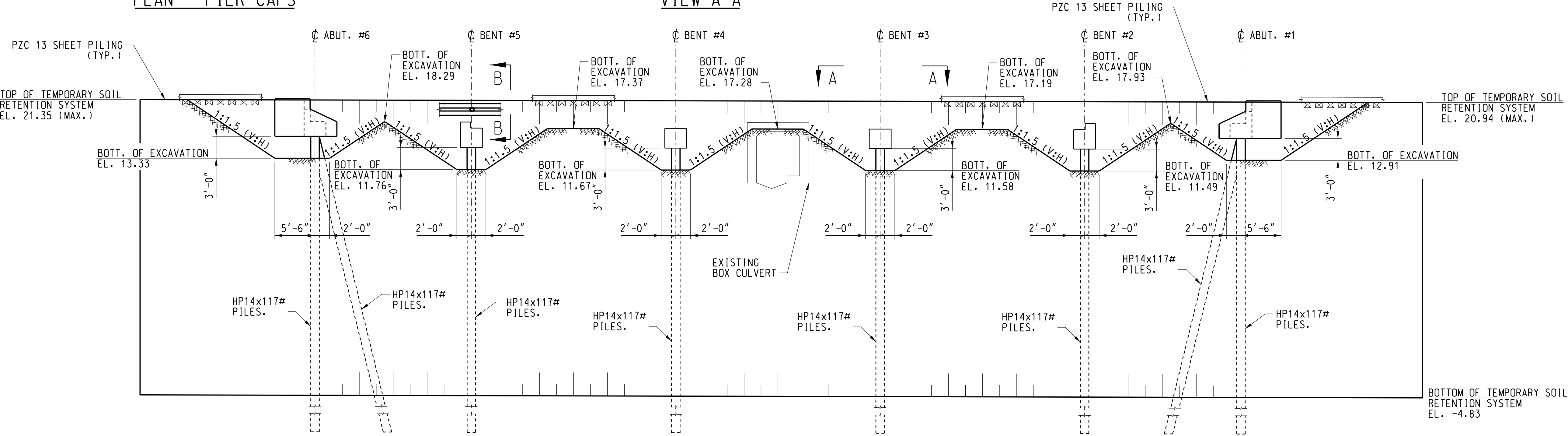
VIEW B-B  
TYPICAL AT TIEBACKS



VIEW A-A



PLAN - PIER CAPS



TYPICAL SECTION - TEMPORARY SOIL RETENTION SYSTEM  
BY COUNTY CONTRACTOR

NOTES:

- PER THE TYPICAL SECTION, THE TEMPORARY SOIL RETENTION SYSTEM INCLUDES TWO DIFFERENT EXCAVATION REQUIREMENTS: (1) DEPTH TO ALLOW FOR SETTING OF SUPERSTRUCTURE. (2) DEPTH TO ALLOW FOR SETTING AND ATTACHING PRECAST CAPS AND ASSOCIATED SAFE WORKING SLOPES.
- AT ABUTMENTS AND PIERS, SHEET PILING MAY BE BRACED AGAINST THE DRIVEN H-PILES. IF THIS METHOD IS USED, THE CONTRACTOR SHALL SUBMIT A TEMPORARY SOIL RETENTION SYSTEM DESIGN INCLUDING PLAN DETAILS AND CALCULATIONS SIGNED AND SEALED BY A REGISTERED STRUCTURAL ENGINEER IN THE STATE OF WASHINGTON TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO COMMENCING CONSTRUCTION.
- IF THE CONTRACTOR ELECTS TO CUT AND REMOVE PORTIONS OF THE TEMPORARY SOIL RETENTION WALL INSTEAD OF REMOVING THE ENTIRE WALL, THE WALL SHALL BE REMOVED TO A DEPTH OF 5' BELOW FINISHED GRADE.
- COORDINATE REMOVAL OF TEMPORARY SOIL RETENTION SYSTEM PRIOR TO INSTALLING SHEET-PILE WALL

TEMPORARY SOIL RETENTION SYSTEM NOTES

- THE COUNTY CONTRACTOR MUST COORDINATE WITH THE BNSF REPRESENTATIVE TO WORK AROUND THE TRAIN SCHEDULE TO MINIMIZE THE IMPACT ON TRAIN OPERATIONS.
- FOR ADDITIONAL SUGGESTED CONSTRUCTION SEQUENCE AND DETAILS, SEE SHEETS 04 TO 07.
- MATS OR OTHER MEANS OF PROTECTION MUST BE PROVIDED TO PROTECT RAILS AND BALLAST FROM DAMAGE DUE TO EQUIPMENT OR CONSTRUCTION OPERATIONS. COST INCLUDED IN TEMPORARY CROSSING. DETAILS SHALL BE SUBMITTED TO BNSF FOR REVIEW AND APPROVAL.
- THE COUNTY CONTRACTOR SHALL INSTALL THE TEMPORARY SOIL RETENTION SYSTEM IN XX (X) HOUR CLOSURE WINDOWS. COUNTY CONTRACTOR SHALL COORDINATE WITH BNSF ON MOVING TIES TO INSTALL PILES AND SHORING. THE XX (X) HOUR CLOSURE WINDOW SHALL INCLUDED TIME FOR BNSF FORCES TO MAKE MODIFICATIONS TO TIES AND/OR RAIL AS NEEDED TO COMPLETE WORK AND PRIOR TO RESTORING TRAIN OPERATIONS.
- ONLY CONCEPTUAL LAYOUT AND DETAILS ARE SHOWN FOR THE TEMPORARY SOIL RETENTION SYSTEM. THE FINAL DESIGN AND DETAILS ARE THE RESPONSIBILITY OF THE COUNTY CONTRACTOR. FINAL DESIGN AND DETAILS SIGNED AND SEALED BY A REGISTERED STRUCTURAL ENGINEER IN THE STATE OF WASHINGTON SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL.
- FINAL CONSTRUCTION SEQUENCE, DESIGN AND DETAILS SHALL BE SUBMITTED TO BNSF FOR APPROVAL AND COORDINATION PRIOR TO INSTALLATION OF THE TEMPORARY SOIL RETENTION SYSTEM.
- DESIGN OF TEMPORARY SOIL RETENTION SYSTEM SHOULD BE PER THE BNSF GUIDELINES FOR TEMPORARY SHORING.

WORK BY BNSF

- BNSF SHALL INSTALL THE STEEL H-PILES, CAPS AND SPANS.
- ALL WELDING OF CAPS TO PILES SHALL BE PERFORMED BY A CERTIFIED WELDER.
- BNSF WILL CUT EXISTING TRACK PANELS TO BE REMOVED (INTO 40 FOOT LENGTHS) AND THE CONTRACTOR WILL BE RESPONSIBLE FOR REMOVAL OF THE TRACK FROM THE BALLAST.
- BNSF WILL INSTALL BRIDGE DECK WATERPROOFING.
- BNSF TO INSTALL THE REPLACEMENT TRACK PANELS.

UTILITIES



- RAILROAD UTILITIES MAY EXIST WITHIN BNSF RIGHT-OF-WAY. PRIOR TO THE START OF ANY CONSTRUCTION OR EXCAVATION, UTILITY RELOCATIONS WILL HAVE TO BE COORDINATED WITH BNSF. ANY RELOCATION OF UTILITIES MUST BE IN CONFORMANCE WITH BNSF UTILITY ACCOMMODATION POLICY AND WILL REQUIRE A UTILITY PERMIT LICENSE FROM BNSF.

**BNSF REQUIREMENTS FOR COUNTY CONTRACTOR**

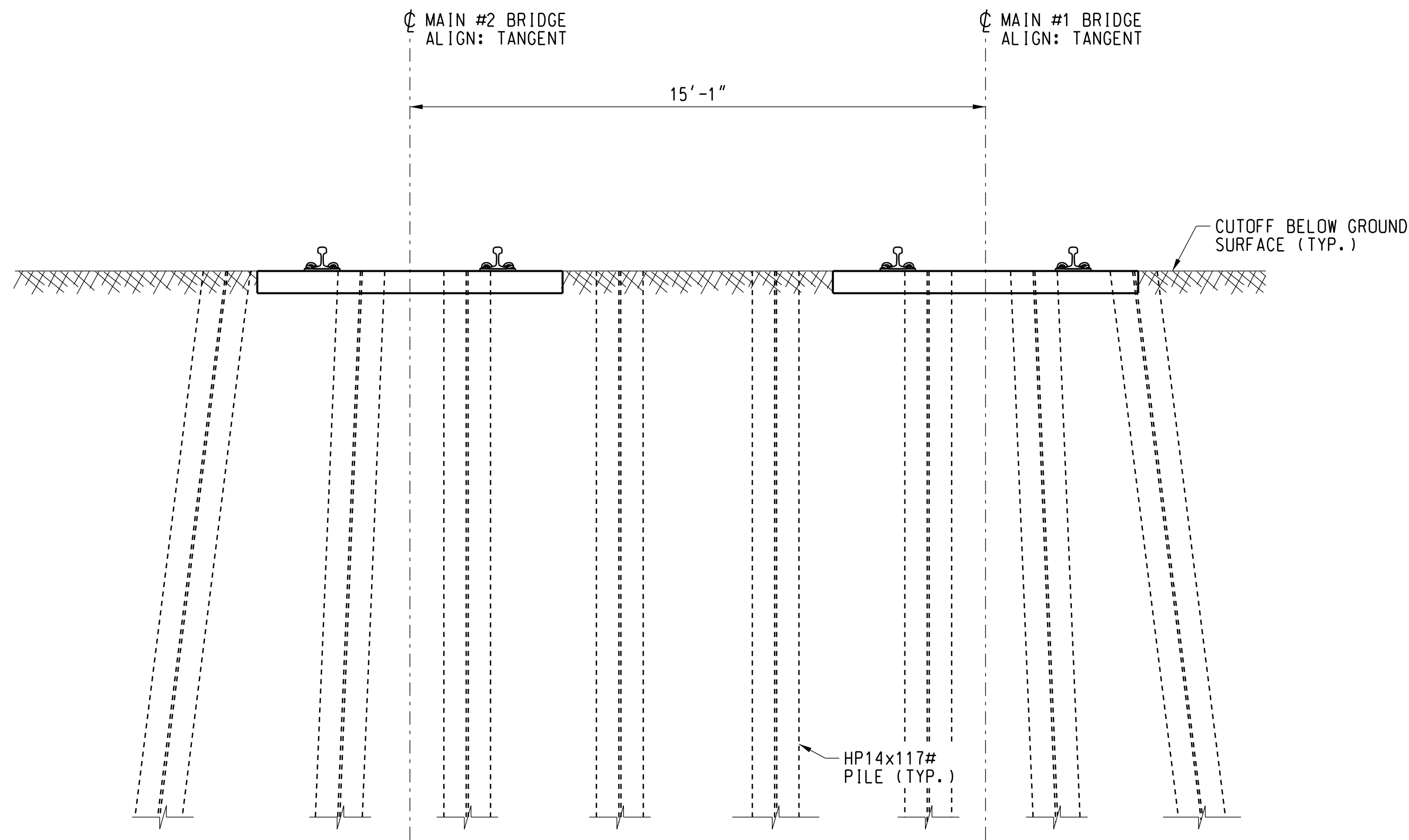
NOTES

- CONTRACTOR SHALL NOTE DATES FOR BNSF TO MOVE TIES IN 3 WEEK PLANNING SCHEDULES TO COORDINATE WORK WITH BNSF FORCES
- DURING CLOSURE WINDOW, THE MOVEMENT AND LOCATION OF PERSONAL AND EQUIPMENT SHALL BE RESTRICTED DURING PASSAGE OF TRAINS ON ADJACENT TRACKS. THE CONTRACTOR SHALL COORDINATE WITH BNSF REPRESENTATIVE.
- CONTRACTOR SCHEDULE MUST INCLUDE TIME FOR BNSF FORCES TO MODIFY TIES AND/OR RAIL AS NEEDED.
- STAGED CLOSURE WINDOWS NEEDED BY THE COUNTY CONTRACTOR SHALL BE COORDINATED WITH BNSF A MINIMUM OF 60 DAYS AHEAD OF WHEN REQUIRED.
- COUNTY CONTRACTOR TO REFER TO THE EXHIBIT C AND C-1 IN THE PROJECT SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS FROM BNSF.

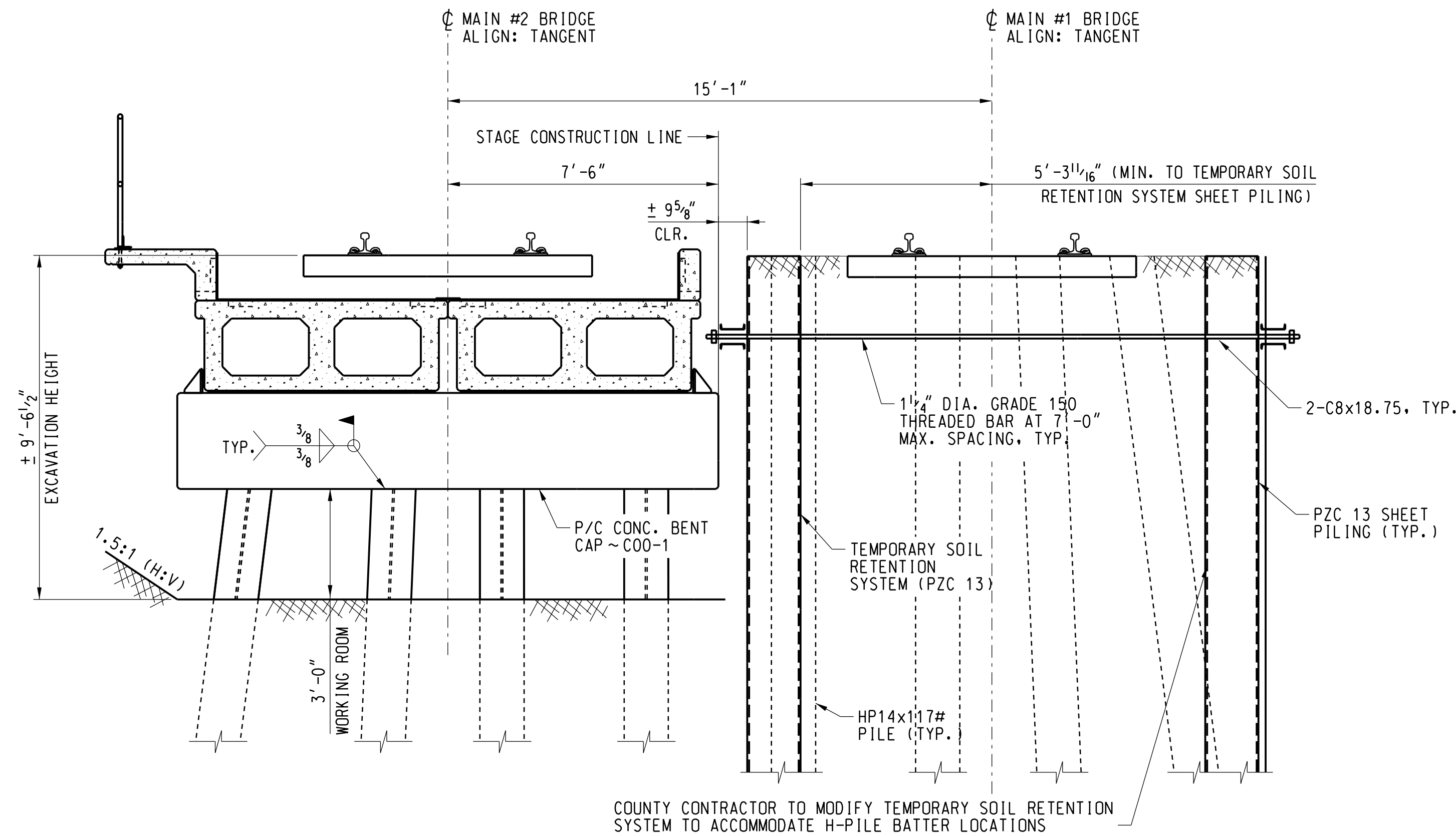
ISSUED FOR CONSTRUCTION

1	4/22/2021	ADD BNSF SIGNATURE BLOCK	DES: TDP	 BRIDGE ENGINEERING KANSAS CITY, KS	SEATTLE, WA TO WENATCHEE, WA BRIDGE NUMBER 21.80A OVER LUND'S GULCH CREEK EDMONDS, WA CONSTRUCTION SEQUENCE NOTES & DETAILS
			DRAWN: CDP		
			CHECK: MAF		
			DATE: 04/22/2021		
NO.	DATE	REVISIONS	PLAN: 000335554	APPROVED:  ASST. DIRECTOR STRUCTURES DESIGN	PLAN NO: 0050-0021.800-003
			LINE SEG: 0050		

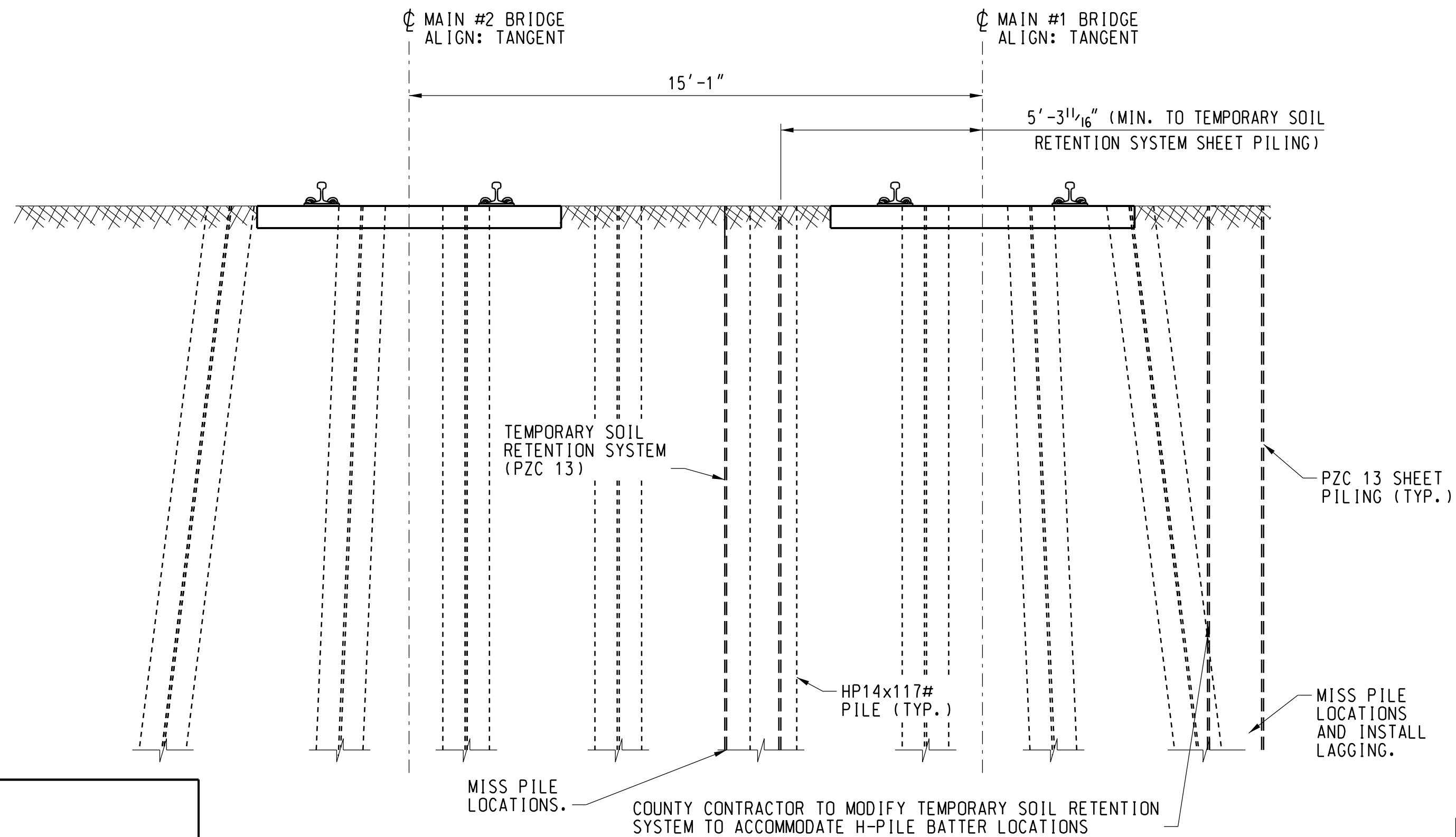




SUGGESTED CONSTRUCTION SEQUENCE SECTION - STAGE I  
BY BNSF  
(LOOKING RY WEST AT BENT #3)



SUGGESTED CONSTRUCTION SEQUENCE SECTION - STAGE III  
SPANS AND CAPS BY BNSF, TEMPORARY SOIL RETENTION SYSTEM BY COUNTY CONTRACTOR  
(LOOKING RY WEST AT BENT #3)



SUGGESTED CONSTRUCTION SEQUENCE SECTION - STAGE II  
BY COUNTY CONTRACTOR  
(LOOKING RY WEST AT BENT #3)

ISSUED FOR CONSTRUCTION

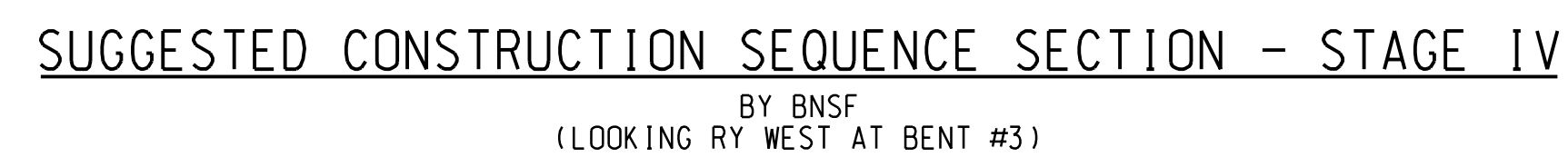
1	4/22/2021	ADD BNSF SIGNATURE BLOCK	DES: TDP
			DRAWN: CDP
			CHECK: MAF
			DATE: 04/22/2021
			PLAN: 000335554
NO.	DATE	REVISIONS	LINE SEG: 0050

**BNSF**  
RAILWAY  
BRIDGE ENGINEERING KANSAS CITY, KS  
APPROVED: *Albert Blum*  
ASST. DIRECTOR STRUCTURES DESIGN

SEATTLE, WA TO WENATCHEE, WA  
BRIDGE NUMBER 21.80A  
OVER LUND'S GULCH CREEK  
EDMONDS, WA  
CONSTRUCTION SEQUENCE  
STAGING SECTIONS I, II, & III  
PLAN NO: 0050-0021.800-004  
SHEET: 04 OF 10









NOTE: COUNTY CONTRACTOR TO REMOVE SHORING BETWEEN STAGE III AND STAGE IV.

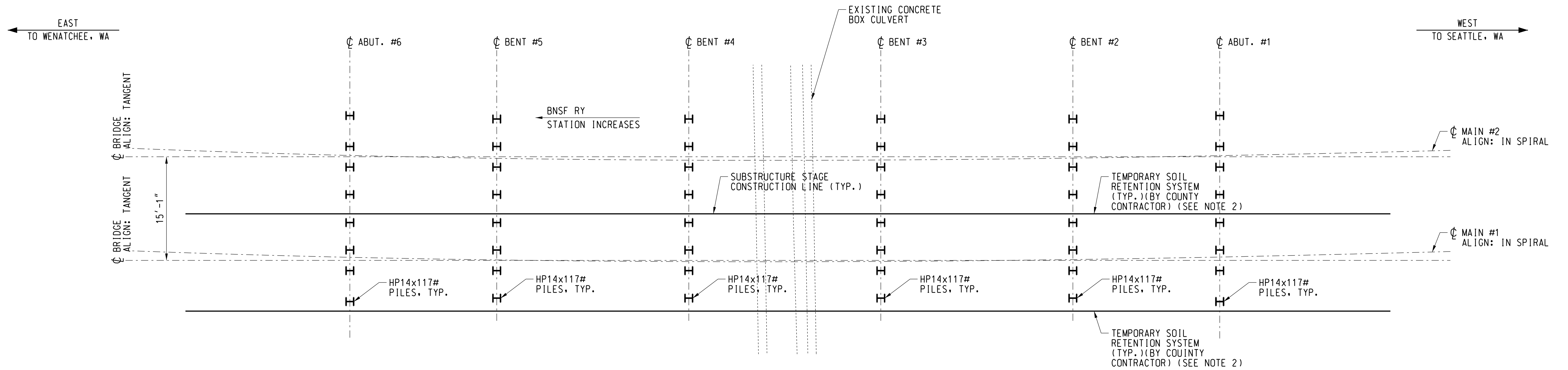


(LOOKING RY WEST AT BENT #3)  
BY COUNTY CONTRACTOR

EXCAVATE FOR STREAM RESTORATION (SEE "MEADOWDALE BEACH AND ESTUARY DESIGN PLANS" BY ANCHOR OEA, LLC)

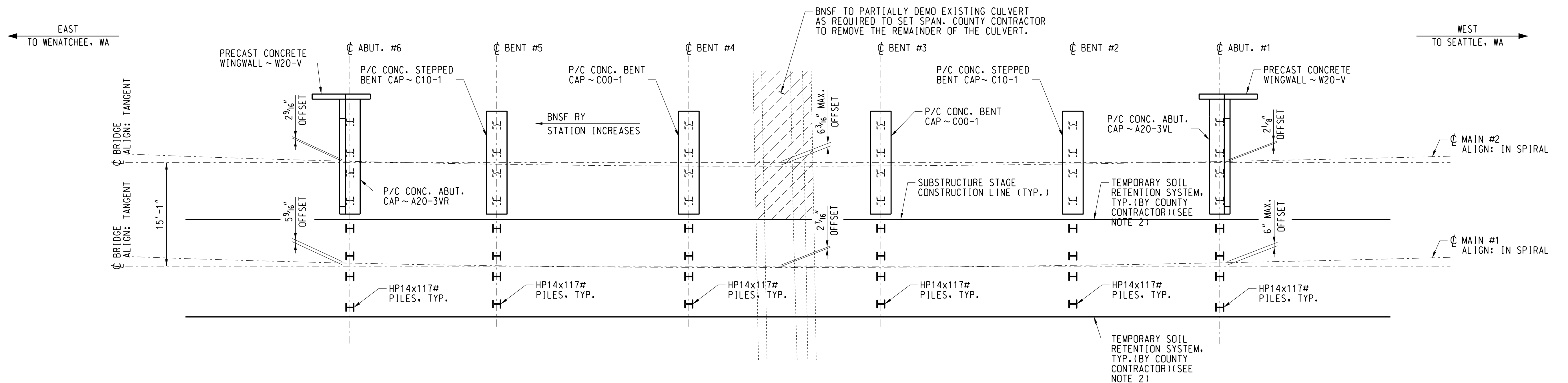
**ISSUED FOR CONSTRUCTION**

1	4/22/2021	ADD BNSF SIGNATURE BLOCK	DES: TDP	 BRIDGE ENGINEERING KANSAS CITY, KS	SEATTLE, WA TO WENATCHEE, WA	
			DRAWN: CDP		BRIDGE NUMBER 21.80A	
			CHECK: MAF		OVER LUNDS GULCH CREEK	
			DATE: 04/22/2021		EDMONDS, WA	
NO.	DATE	REVISIONS	PLAN: 000335554	APPROVED: 	CONSTRUCTION SEQUENCE	
			LINE SEG: 0050	ASST. DIRECTOR STRUCTURES DESIGN	STAGING SECTIONS IV & V	
					PLAN NO: 0050-0021.800-005	SHEET: 05 OF 10



- NOTES:
1. SEE SHEETS 3, 4, & 5 TO DETERMINE RESPONSIBILITIES OF BNSF AND COUNTY CONTRACTOR.
  2. COUNTY CONTRACTOR TO MODIFY TEMPORARY SOIL RETENTION SYSTEM TO ACCOMMODATE H-PILES AND OTHER BRIDGE COMPONENTS
  3. COUNTY CONTRACTOR TO COORDINATE REMOVAL OF TEMPORARY SOIL RETENTION SYSTEM PRIOR TO INSTALLING SHEET-PILE WALL

PLAN - SUGGESTED STAGE I & II



- NOTES:
1. SEE SHEETS 3, 4, & 5 TO DETERMINE RESPONSIBILITIES OF BNSF AND COUNTY CONTRACTOR.
  2. COUNTY CONTRACTOR TO MODIFY TEMPORARY SOIL RETENTION SYSTEM TO ACCOMMODATE H-PILES AND OTHER BRIDGE COMPONENTS

PLAN - SUGGESTED STAGE III

ISSUED FOR CONSTRUCTION

1	4/22/2021	ADD BNSF SIGNATURE BLOCK	DES: TDP
			DRAWN: CDP
			CHECK: MAF
			DATE: 04/22/2021
NO.	DATE	REVISIONS	PLAN: 000335554
			LINE SEG: 0050

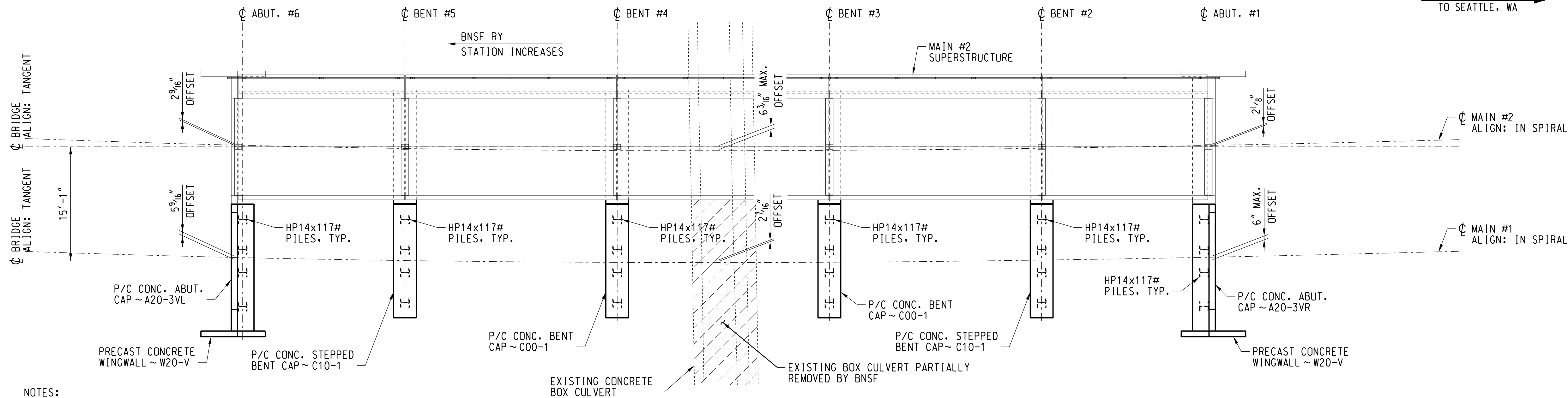
**BNSF**  
RAILWAY  
BRIDGE ENGINEERING KANSAS CITY, KS  
APPROVED: *Albert Blum*  
ASST. DIRECTOR STRUCTURES DESIGN

SEATTLE, WA TO WENATCHEE, WA  
BRIDGE NUMBER 21.80A  
OVER LUND'S GULCH CREEK  
EDMONDS, WA  
CONSTRUCTION SEQUENCE PLAN -  
STAGE I, II & III  
PLAN NO: 0050-0021.800-006  
SHEET: 06 OF 10



EAST  
TO WENATCHEE, WA

WEST  
TO SEATTLE, WA



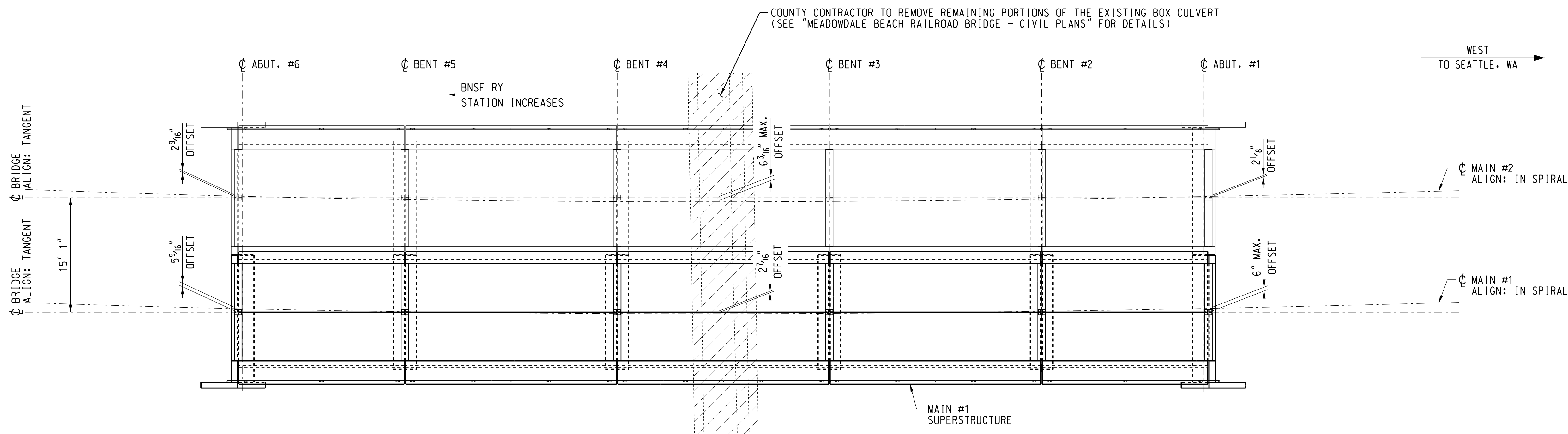
- NOTES:
1. SEE SHEETS 3, 4, & 5 TO DETERMINE RESPONSIBILITIES OF BNSF AND COUNTY CONTRACTOR.
  2. COUNTY CONTRACTOR MAY LEAVE TEMPORARY SOIL RETENTION SYSTEM IN PLACE AT BRIDGE ABUTMENTS.

#### PLAN - SUGGESTED STAGE IVa

REMOVE SHORING BETWEEN STAGE III AND STAGE IV

EAST  
TO WENATCHEE, WA

WEST  
TO SEATTLE, WA



#### PLAN - SUGGESTED STAGE IVb

(COMPLETELY REMOVE TEMPORARY SOIL RETENTION SYSTEM BEFORE PLACEMENT OF SPANS ON MAIN #1)

**ISSUED FOR CONSTRUCTION**

1	4/22/2021	ADD BNSF SIGNATURE BLOCK	DES: TDP
			DRAWN: CDP
			CHECK: MAF
			DATE: 04/22/2021
NO.	DATE	REVISIONS	PLAN: 000335554
			LINE SEG: 0050

**BNSF**  
RAILWAY  
BRIDGE ENGINEERING KANSAS CITY, KS

APPROVED: *Albert Blum*  
ASST. DIRECTOR STRUCTURES DESIGN

SEATTLE, WA TO WENATCHEE, WA  
BRIDGE NUMBER 21.80A  
OVER LUND'S GULCH CREEK  
EDMONDS, WA  
CONSTRUCTION SEQUENCE PLAN -  
STAGE IV

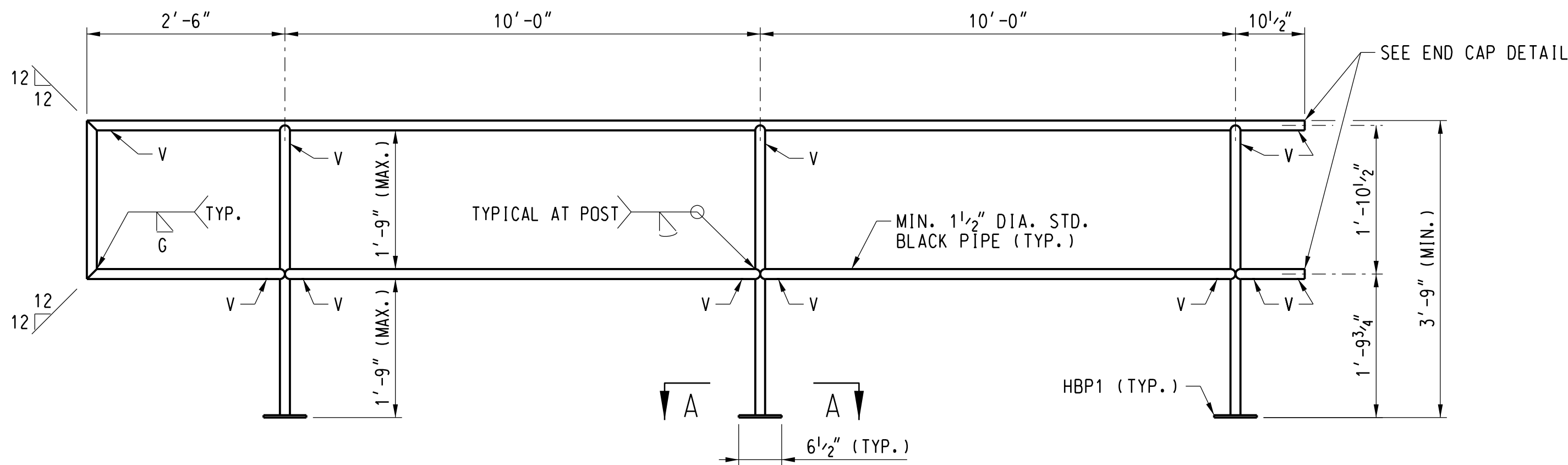
PLAN NO: 0050-0021.800-007 SHEET: 07 OF 10



Date Printed: 5/3/2021 Time Printed: 5:34:09 PM

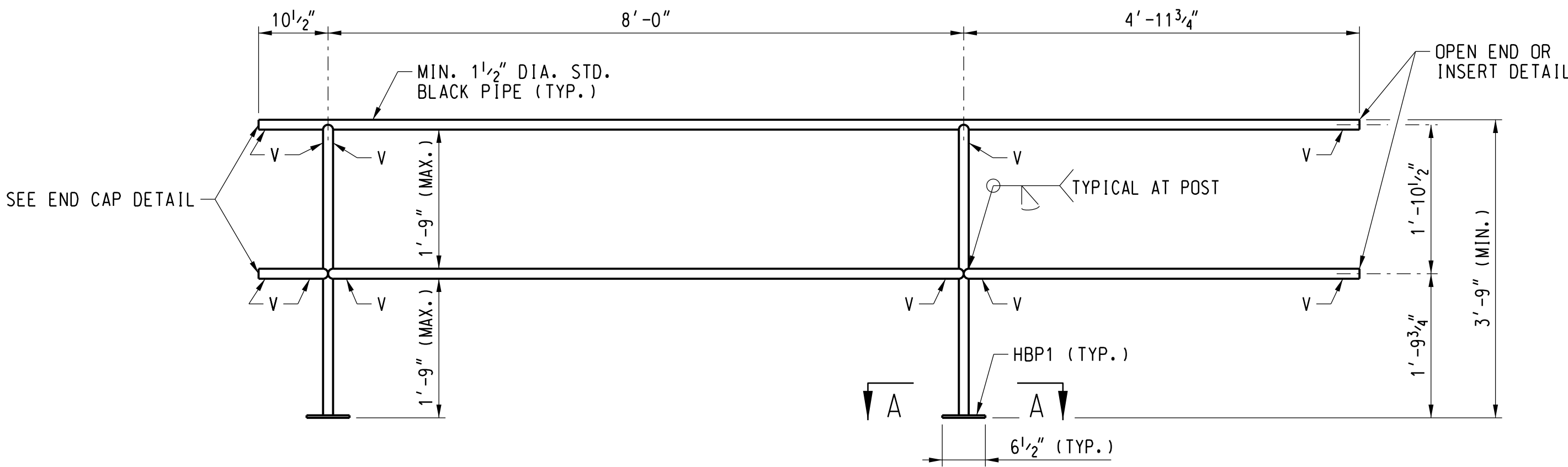
CLEARANCE 6'-8"

TYPICAL CLEARANCE SIGN 12"x36"  
TO BE FURNISHED AND INSTALLED BY COUNTY CONTRACTOR



HANDRAIL PANEL ~ HP1-2W-100

INCLUDE 24"x3"x3/8" TOE PLATE. GALVANIZE AFTER FABRICATION.


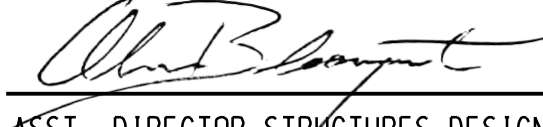


HANDRAIL PANEL ~ HP2-1W-080

INCLUDE 24"x3"x3/8" TOE PLATE. GALVANIZE AFTER FABRICATION.

BILL OF MATERIAL (FOR BNSF ONLY)							
LINE	QUAN.	UNIT.	DESCRIPTION	MARK	SIZE	LENGTH	REMARKS
1	2	EA	P/C P/S CONC. SLAB BEAM w/ CURB	B20-2110-V	20"x7'-0"	21'-10"	PER PLAN NO. 0000-1210-01 & 02
2	2	EA	P/C P/S CONC. SLAB BEAM w/ WALK	B20-2110-VW	20"x7'-0"	21'-10"	PER PLAN NO. 0000-1210-01 & 02
3	3	EA	P/C P/S CONC. BOX BEAM w/ CURB (TYPE II)	B30-2710-V	30"x7'-0"	27'-10"	PER PLAN NO. 0000-1212-03 & 04
4	3	EA	P/C P/S CONC. BOX BEAM w/ WALK (TYPE II)	B30-2710-VW	30"x7'-0"	27'-10"	PER PLAN NO. 0000-1212-03 & 04
5	1	EA	PRECAST CONC. CAP - ABUTMENT	A20-3VR	3'-0"x5'-1 <sup>3</sup> / <sub>4</sub> "	16'-9"	PER PLAN NO. 0000-1120-05
6	1	EA	PRECAST CONC. CAP - ABUTMENT	A20-3VL	3'-0"x5'-1 <sup>3</sup> / <sub>4</sub> "	16'-9"	PER PLAN NO. 0000-1120-05
7	2	EA	PRECAST CONC. CAP - BENT	C00-1	3'-0"x2'-8"	15'-0"	PER PLAN NO. 0000-1110-01
8	2	EA	PRECAST CONC. CAP - BENT	C10-1	3'-0"x3'-6"	15'-0"	PER PLAN NO. 0000-1110-04
9	2	EA	PRECAST CONC. WINGWALL	W20-V	9"x5'-1 <sup>3</sup> / <sub>4</sub> "	8'-6"	PER PLAN NO. 0000-1121-02
10							
11	379.080	LBS.	STEEL H-PILES (72 PIECES)		HP14x117#	45'-0"	MAT'L PER ASTM 572, GR. 50
12							
13	8	EA	WASHER, GALVANIZED	W100	4"x <sup>3</sup> / <sub>4</sub> "	4"	PER PLAN NO. 0000-1000-06
14	6	EA	DECK PLATE, GALVANIZED	DPV1	12"x <sup>3</sup> / <sub>8</sub> "	7'-9 <sup>1</sup> / <sub>2</sub> "	PER PLAN NO. 0000-1910-04
15	6	EA	DECK PLATE, GALVANIZED	DPV2	12"x <sup>3</sup> / <sub>8</sub> "	7'-9 <sup>1</sup> / <sub>2</sub> "	PER PLAN NO. 0000-1910-04
16	8	EA	RESTRAINER BRACKET	B100	PC OF HP14x89#	8"	PER PLAN NO. 0000-1910-05
17	4	EA	RESTRAINER BRACKET	B101	PC OF HP14x89#	8"	PER PLAN NO. 0000-1910-05
18	4	EA	RESTRAINER BRACKET	B201	∟7"x4"x <sup>3</sup> / <sub>4</sub> "	8"	PER PLAN NO. 0000-1910-05
19							
20	2	EA	HANDRAIL PANEL w/ TOE PLATES, GALVANIZED	HP1-2W-100	1 <sup>1</sup> / <sub>2</sub> " DIA. PIPE	23'-4 <sup>1</sup> / <sub>2</sub> "	PER PLAN NO. 0000-1221-01
21	6	EA	HANDRAIL PANEL w/ TOE PLATES, GALVANIZED	HP2-1W-080	1 <sup>1</sup> / <sub>2</sub> " DIA. PIPE	13'-10 <sup>1</sup> / <sub>4</sub> "	PER PLAN NO. 0000-1221-01
22	18	EA	PLATE, GALVANIZED	HBP3	<sup>1</sup> / <sub>4</sub> "x1 <sup>1</sup> / <sub>2</sub> "	6"	PER PLAN NO. 0000-1910-06
23	36	EA	BOLT, HEX HEAD, GALVANIZED		<sup>3</sup> / <sub>4</sub> " DIA.	7"	PER PLAN NO. 0000-1000-13
24	72	EA	STD. WASHER, GALVANIZED <sup>13</sup> / <sub>16</sub> " I.D. x 1 <sup>1</sup> / <sub>16</sub> " O.D.				PER PLAN NO. 0000-1000-13
25	36	EA	LOCK NUT, CENTER LOCKING, ZINC PLATED		<sup>3</sup> / <sub>4</sub> " DIA.		PER PLAN NO. 0000-1000-13
26							
27	4	EA	BEARING PAD, URETHANE, 70 DUROMETER		<sup>3</sup> / <sub>4</sub> "x10"	13'-10"	PER PLAN NO. 0000-1000-13
28	12	EA	BEARING PAD, URETHANE, 70 DUROMETER		<sup>3</sup> / <sub>4</sub> "x10"	6'-4"	PER PLAN NO. 0000-1000-13
29	32	EA	PREMOLDED JOINT FILLER, ASPHALT IMPREGNATED		<sup>1</sup> / <sub>2</sub> "x18"	6'-10"	PER PLAN NO. 0000-1000-06
30	16	EA	PREMOLDED JOINT FILLER, ASPHALT IMPREGNATED		<sup>1</sup> / <sub>2</sub> "x28"	6'-4"	PER PLAN NO. 0000-1000-06
31							
32	1	LS	BRIDGE DECK WATERPROOFING				PER STANDARD SPEC. 04800
33							
34	1	EA	BRIDGE NO. SIGN	21.80			DETAILS PLAN 3103.01.03
35	1	EA	DANGER SIGN, NO. 70		16"x30"		DETAILS PLAN 3070.01.01
36	2	EA	SIGN POST, NO. 1 BLACK			6'-0"	(TRACK STD. PLAN BOOK)
37							
38							
39							
SUPERVISOR STRUCTURES TO PROVIDE:							

ISSUED FOR CONSTRUCTION

1	4/22/2021	ADD BNSF SIGNATURE BLOCK	DES: TDP	 BRIDGE ENGINEERING KANSAS CITY, KS	SEATTLE, WA TO WENATCHEE, WA BRIDGE NUMBER 21.80A OVER LUNDS GULCH CREEK EDMONDS, WA BILL OF MATERIAL	
			DRAWN: CDP			
			CHECK: MAF			
			DATE: 04/22/2021			
NO.	DATE	REVISIONS	PLAN: 000335554	APPROVED:  ASST. DIRECTOR STRUCTURES DESIGN	PLAN NO: 0050-0021.800-008	
			LINE SEG: 0050			





File: Loc1 on: T:\P\2025\PROJ\Structures\CD Drawing Room\Borehole\0501050201.001 (Mesquite Beach) LP - Edmonds, WA\Plan\Plan10200001.dgn



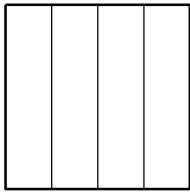
Hanson Professional Services Inc.

Date Printed: 5/3/2021 Time Printed: 5:32:51 PM

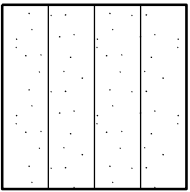
NOTE:

STICK BORING LOGS PROVIDED FOR REFERENCE ONLY. SEE GEOTECHNICAL REPORT BY SHANNON & WILSON, INC. FOR FULL DETAILS.

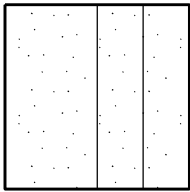
BORING LOG LEGEND



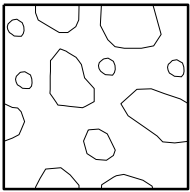
SILT  
(SL/ML)



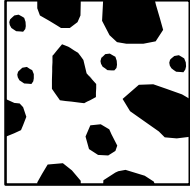
SILTY SAND  
(SM)



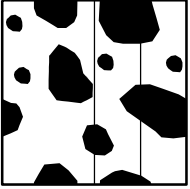
SILTY CLAY  
& SILTY SAND  
(SC/SM)



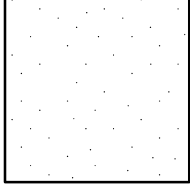
POORLY GRADED  
GRAVEL  
(GP)



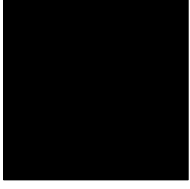
WELL GRADED  
GRAVEL  
(GW)



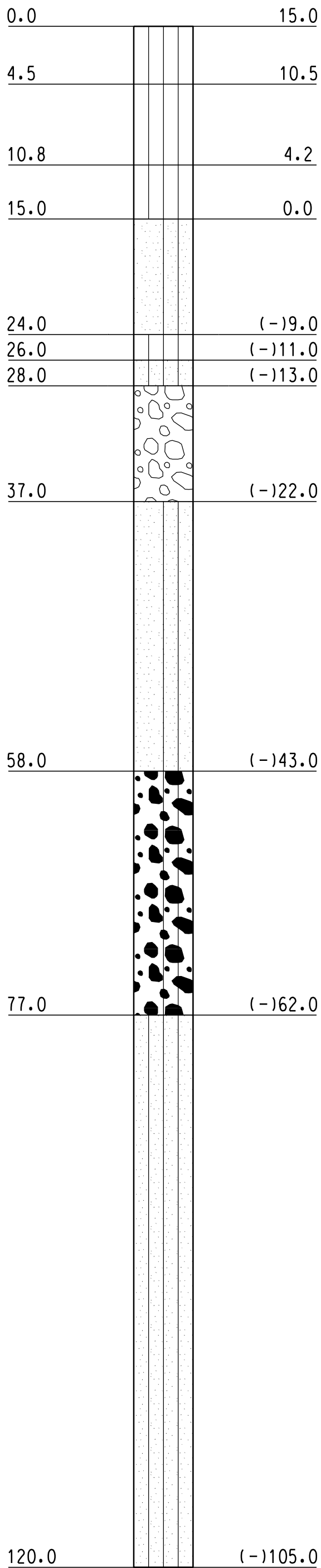
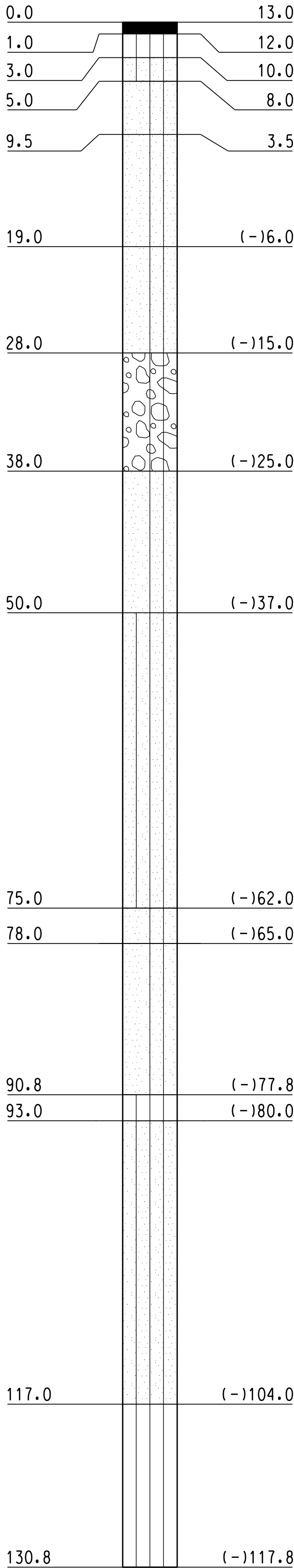
SILTY GRAVEL  
(GM)




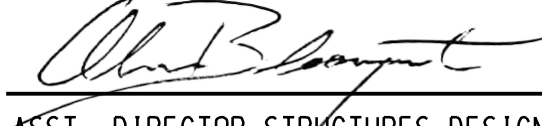
SAND  
(SP)



ASPHALT  
OR  
CAP

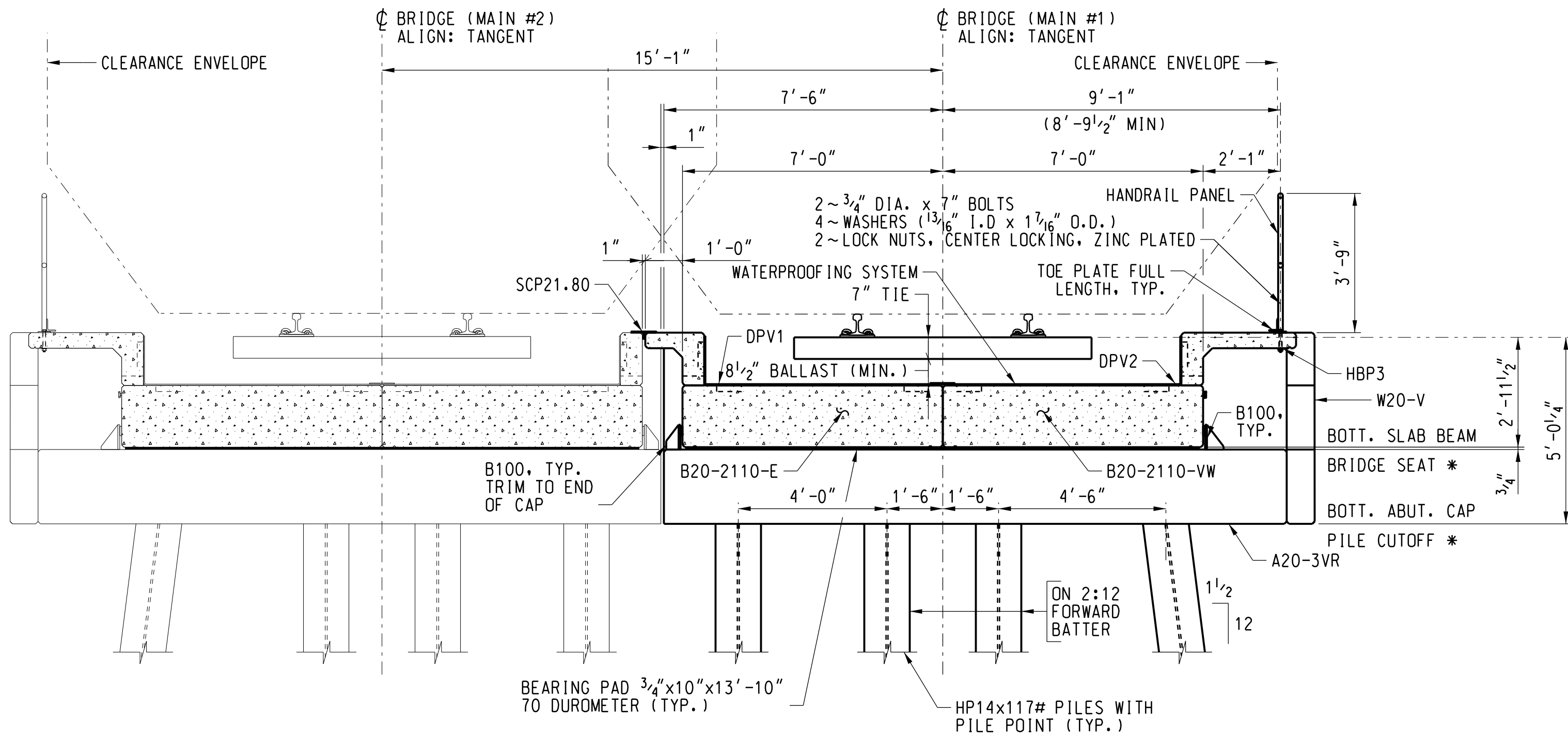


ISSUED FOR CONSTRUCTION

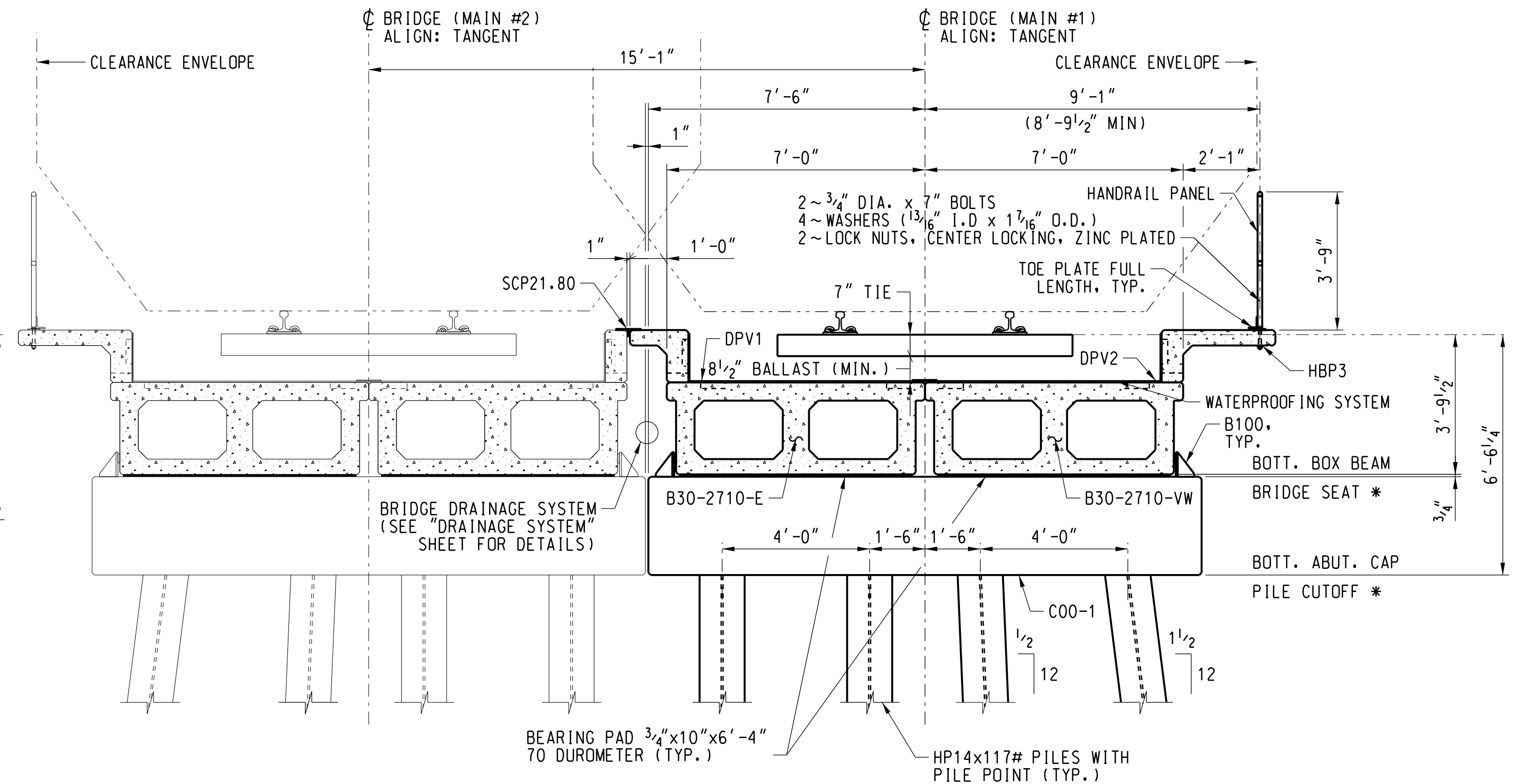
1	4/22/2021	ADD BNSF SIGNATURE BLOCK	DES: TDP	 BRIDGE ENGINEERING KANSAS CITY, KS	SEATTLE, WA TO WENATCHEE, WA BRIDGE NUMBER 21.80A OVER LUND'S GULCH CREEK EDMONDS, WA BORING LOGS	
			DRAWN: CDP			
			CHECK: MAF			
			DATE: 04/22/2021			
NO.	DATE	REVISIONS	PLAN: 000335554	APPROVED:  ASST. DIRECTOR STRUCTURES DESIGN	PLAN NO: 0050-0021.800-010	
			LINE SEG: 0050			





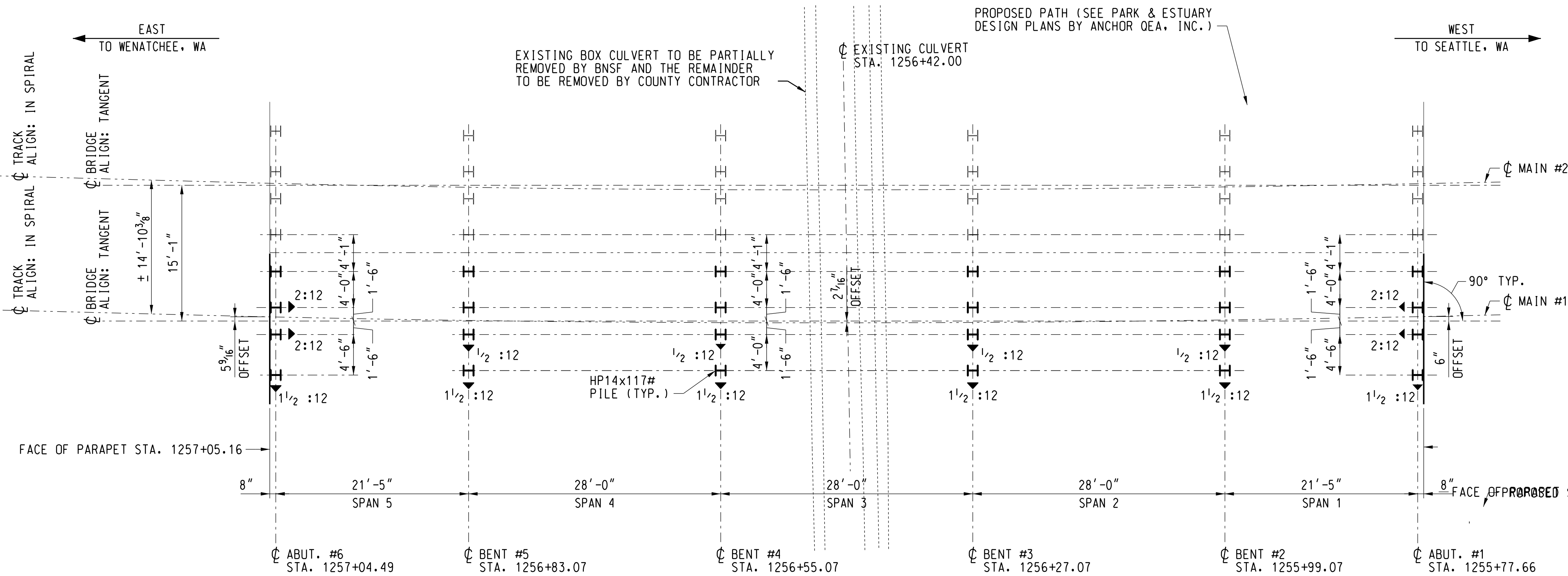


**TYPICAL SECTION AT ABUTMENT**  
(WEST ABUTMENT SHOWN, EAST ABUTMENT OPPOSITE HAND)  
(PROPOSED TRACK ELEVATIONS SHOWN.)



**TYPICAL SECTION AT BENT**  
(LOOKING RY WEST)  
(PROPOSED TRACK ELEVATIONS SHOWN.)

\* SEE ELEVATION TABLE ON SHEET  
1 FOR ELEVATIONS.



**NOTES:**

- ▼ - INDICATES DIRECTION OF BATTER.
- X:12 - INDICATES AMOUNT OF BATTER
- ALL DIMENSIONS ARE GIVEN AT BOTTOM OF PRECAST CAP.
- USE WELD METAL TO WRITE THE DATE AND AVERAGE PILE DEPTH IN 3 INCH TALL LETTERS ON EACH BENT.
- PILES SHALL MEET THE MATERIAL REQUIREMENTS OF AND SHALL BE DRIVEN IN ACCORDANCE WITH BNSF STANDARD SPECIFICATIONS. HP14x117# PILES SHALL BE DRIVEN TO REFUSAL, IF POSSIBLE, OR TO A MINIMUM ULTIMATE RESISTANCE OF 250 TONS AS DETERMINED BY THE MODIFIED ENGINEERING NEWS-RECORD FORMULA AS PER THE BNSF ENGINEERING INSTRUCTION, 17.3.4.
- SEE PROJECTT GEOTECHNICAL REPORT BY SHANNON & WILSON, INC. DATED FEBRUARY 16, 2018
- PROVIDE PILE POINTS FOR PILES - MODEL VS314-117 BY VERSA STEEL INC., PORTLAND, OR OR EQUAL.
- ESTIMATED PILE LENGTH BELOW CUTOFF = 112FT
- FINAL ELEVATION TO BE DETERMINED FROM BORING LOG INFORMATION AND PILE DRIVING EQUIPMENT APPROVED BY THE ENGINEER.

**WATERPROOFING:**

WATERPROOFING SHALL MEET THE REQUIREMENTS OF AND BE INSTALLED PER BNSF STANDARD SPECIFICATION SECTION 04800 AND AREMA CHAPTER 8, PART 29. CURB DRAINS TO BE CONNECTED TO THE DRAINAGE SYSTEM MUST REMAIN OPEN.

**ISSUED FOR CONSTRUCTION**



Date Printed: 5/3/2021 Time Printed: 5:44:53 PM

PLAN



1	4/22/2021	ADD BNSF SIGNATURE BLOCK	DES: TDP
			DRAWN: CDP
			CHECK: MAF
			DATE: 04/22/2021
NO.	DATE	REVISIONS	PLAN: 000335554
			LINE SEG: 0050

<b>BNSF</b> RAILWAY
BRIDGE ENGINEERING KANSAS CITY, KS
DATE: 04/22/2021
PLAN: 000335554
APPROVED: <i>Albert Blum</i> ASST. DIRECTOR STRUCTURES DESIGN

SEATTLE, WA TO WENATCHEE, WA
BRIDGE NUMBER 21.80B
OVER LUND'S GULCH CREEK
EDMONDS, WA
TYPICAL SECTIONS & PILE LAYOUT PLAN
PLAN NO: 0050-0021.800-012
SHEET: 02 OF 10



PRIOR TO STAGE 1, BNSF TO RAISE MAIN #2 ELEVATION TO MATCH MAIN #1

STAGE I 1. BNSF TO DRIVE H-PILE AT ALL LOCATIONS. CUT OFF BELOW TOP OF TIE.  
ADJUST TRACK TIES WHERE NEEDED. (SEE PILE LAYOUT PLAN)

STAGE II 1. COUNTY CONTRACTOR TO PROVIDE TEMPORARY SOIL RETENTION SYSTEM BETWEEN MAIN TRACK #1 AND MAIN TRACK #2 (SEE THIS SHEET)

STAGE III

1. WITH MAIN #2 CLOSED: BNSF TO EXCAVATE AND CUT H-PILE TO CORRECT ELEVATION AT ABUTMENTS AND PIERS.
2. BNSF TO REMOVE EXISTING CONCRETE BOX CULVERT AS REQUIRED.
3. BNSF TO PLACE AND WELD PRECAST ABUTMENT & PIER CAPS.
4. BNSF TO PLACE CONTROLLED LOW-STRENGTH MATERIAL AT ABUTMENTS.
5. BNSF TO EXCAVATE BETWEEN FOUNDATION ELEMENTS AS REQUIRED TO INSTALL SUPERSTRUCTURE.
6. BNSF TO BACKFILL ABUTMENT CAPS.
7. BNSF TO SET BEARING PADS AND INSTALL SUPERSTRUCTURE.
8. BNSF TO INSTALL TRACKS ON MAIN #2 AND OPEN TO RAIL TRAFFIC.

\* REPEAT STAGES I - III AS NECESSARY BY BNSF TO CONSTRUCT THE SECONUD RAILROAD BRIDGE.

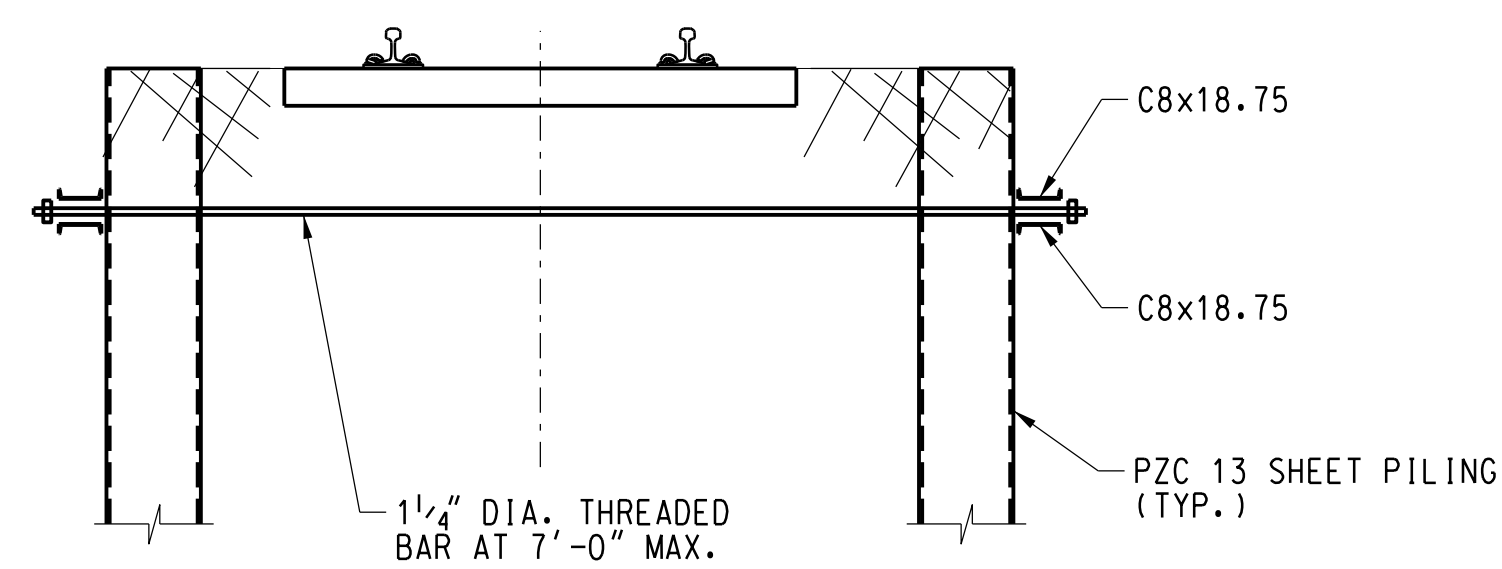
STAGES IVa AND IVb- SAME AS III WITH CLOSURE WINDOW ON MAIN TRACK #1.

1. TEMPORARY SOIL RETENTION SYSTEM SHALL BE REMOVED BY THE COUNTY CONTRACTOR (LOCATIONS OF INTERFERENCE WITH STRUCTURE INSTALLATION) AT ANY TIME AFTER BNSF'S EXCAVATION FOR THE SUPERSTRUCTURE (SEE SUGGESTED CONSTRUCTION SEQUENCING SHEETS FOR FURTHER DETAILS AND NOTE 3 BELOW).

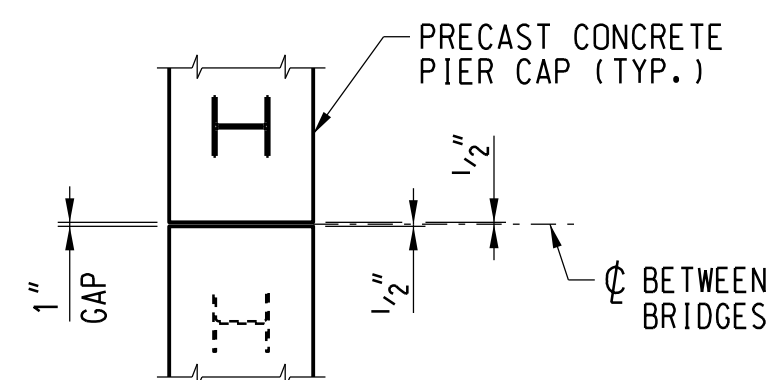
STAGE V	1. COUNTY CONTRACTOR EXCAVATE TO REQUIRED ELEVATIONS FOR STREAM RESTORATION.
	2. COUNTY CONTRACTOR COMPLETELY REMOVE REMAINING PORTIONS OF CULVERT.
	3. COUNTY CONTRACTOR CONSTRUCT NEW WALK PATH.
	4. COUNTY CONTRACTOR CONSTRUCT BRIDGE DRAINAGE SYSTEM.

DURING STAGES II AND/OR III, COUNTY CONTRACTOR TO PARTIALLY INSTALL SHEET-PILE WALL UNDER THE PROPOSED BRIDGE UP TO EITHER SIDE OF THE TEMPORARY SOIL RETENTION SYSTEM (SEE "MEADOWDALE BEACH RAILROAD BRIDGE - TRACK/CIVIL PLANS" FOR DETAILS).

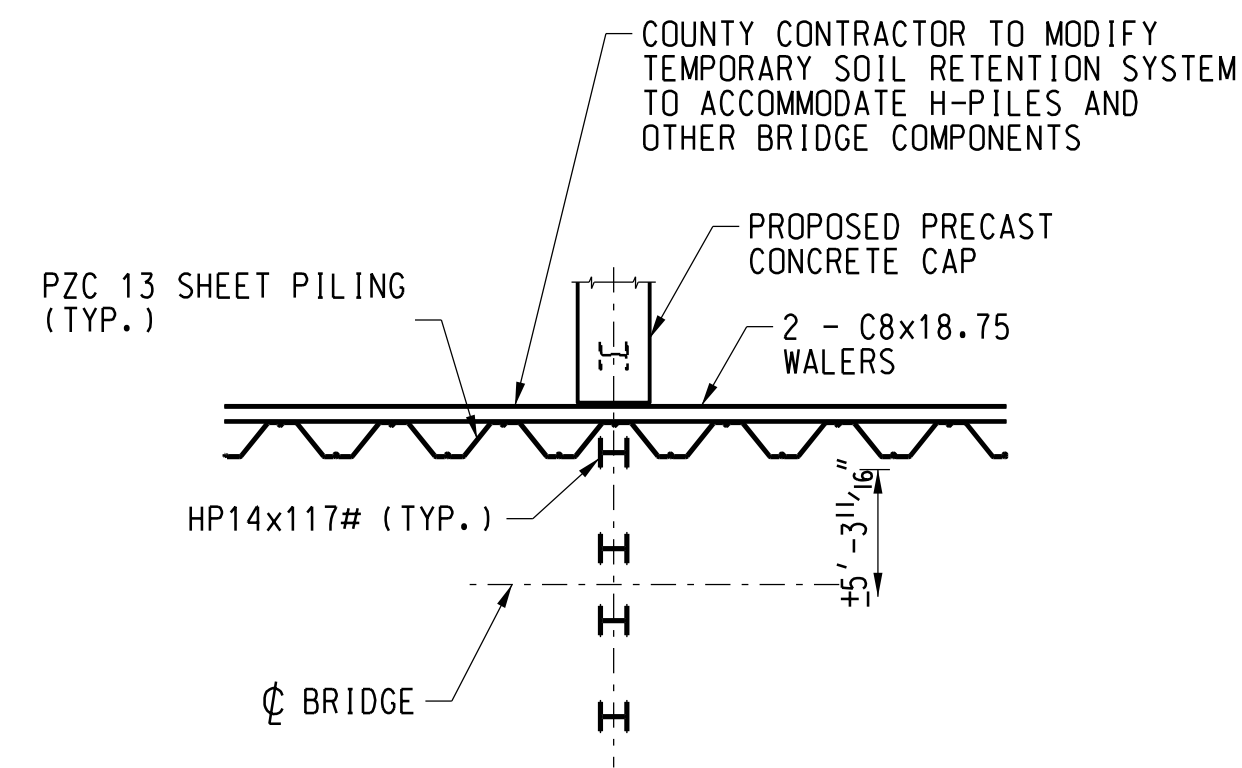
COUNTY CONTRACTOR TO  
COORDINATE WITH BNSF TO  
CONNECT AND COMPLETE THE  
SHEET-PILE WALL PRIOR TO  
BNSF PLACING BEAMS AND  
COUNTY CONTRACTOR  
COMPLETELY REMOVING THE  
TEMPORARY SOIL RETENTION  
SYSTEM.



VIEW B-B  
TYPICAL AT TIEBACKS



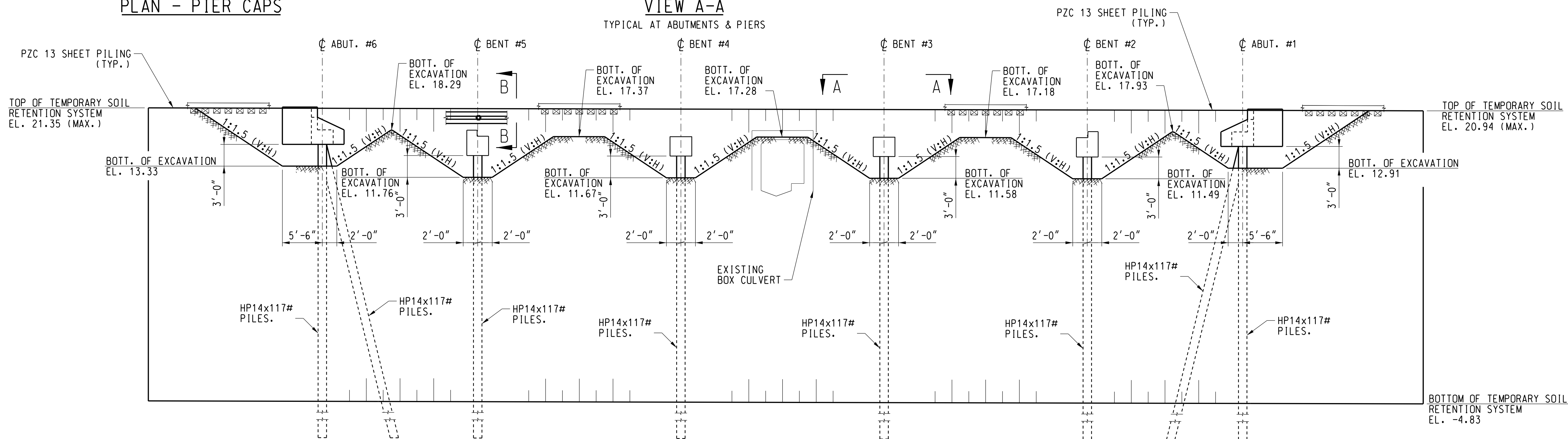
PLAN - PIER CAPS



VIEW A-A  
TYPICAL AT ABUTMENTS & PIERS

## NOTES

1. CONTRACTOR SHALL NOTE DATES FOR BNSF TO MOVE TIES IN 3 WEEK PLANNING SCHEDULES TO COORDINATE WORK WITH BNSF FORCES
2. DURING CLOSURE WINDOW, THE MOVEMENT AND LOCATION OF PERSONAL AND EQUIPMENT SHALL BE RESTRICTED DURING PASSAGE OF TRAINS ON ADJACENT TRACKS. THE CONTRACTOR SHALL COORDINATE WITH BNSF REPRESENTATIVE.
3. CONTRACTOR SCHEDULE MUST INCLUDE TIME FOR BNSF FORCES TO MODIFY TIES AND/OR RAIL AS NEEDED.
4. STAGED CLOSURE WINDOWS NEEDED BY THE COUNTY CONTRACTOR SHALL BE COORDINATED WITH BNSF A MINIMUM OF 60 DAYS AHEAD OF WHEN REQUIRED.
5. COUNTY CONTRACTOR TO REFER TO THE EXHIBIT C AND C-1 IN THE PROJECT SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS FROM BNSF.



TYPICAL SECTION - TEMPORARY SOIL RETENTION SYSTEM  
BY COUNTY CONTRACTOR

NOTES:

1. PER THE TYPICAL SECTION, THE TEMPORARY SOIL RETENTION SYSTEM INCLUDES TWO DIFFERENT EXCAVATION REQUIREMENTS: (1) DEPTH TO ALLOW FOR SETTING OF SUPERSTRUCTURE. (2) DEPTH TO ALLOW FOR SETTING AND ATTACHING PRECAST CAPS AND ASSOCIATED SAFE WORKING SLOPES.
2. AT ABUTMENTS AND PIERS, SHEET PILING MAY BE BRACED AGAINST THE DRIVEN H-PILES. IF THIS METHOD IS USED, THE CONTRACTOR SHALL SUBMIT A TEMPORARY SOIL RETENTION SYSTEM DESIGN INCLUDING PLAN DETAILS AND CALCULATIONS SIGNED AND SEALED BY A REGISTERED STRUCTURAL ENGINEER IN THE STATE OF WASHINGTON TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO COMMENCING CONSTRUCTION.
3. IF THE CONTRACTOR ELECTS TO CUT AND REMOVE PORTIONS OF THE TEMPORARY SOIL RETENTION WALL INSTEAD OF REMOVING THE ENTIRE WALL, THE WALL SHALL BE REMOVED TO A DEPTH OF 5' BELOW FINISHED GRADE.
4. COORDINATE REMOVAL OF TEMPORARY SOIL RETENTION SYSTEM PRIOR TO INSTALLING SHEET-PILE WALL



File Location: \\TOPW2GFP001\Structures\CAD Drawing Room\BridgeWorking\0050\0050-0021.800 - Meadows, WA\Plans\Final\021800013.dgn



Date Printed: 5/3/2021 Time Printed: 5:44:38 PM

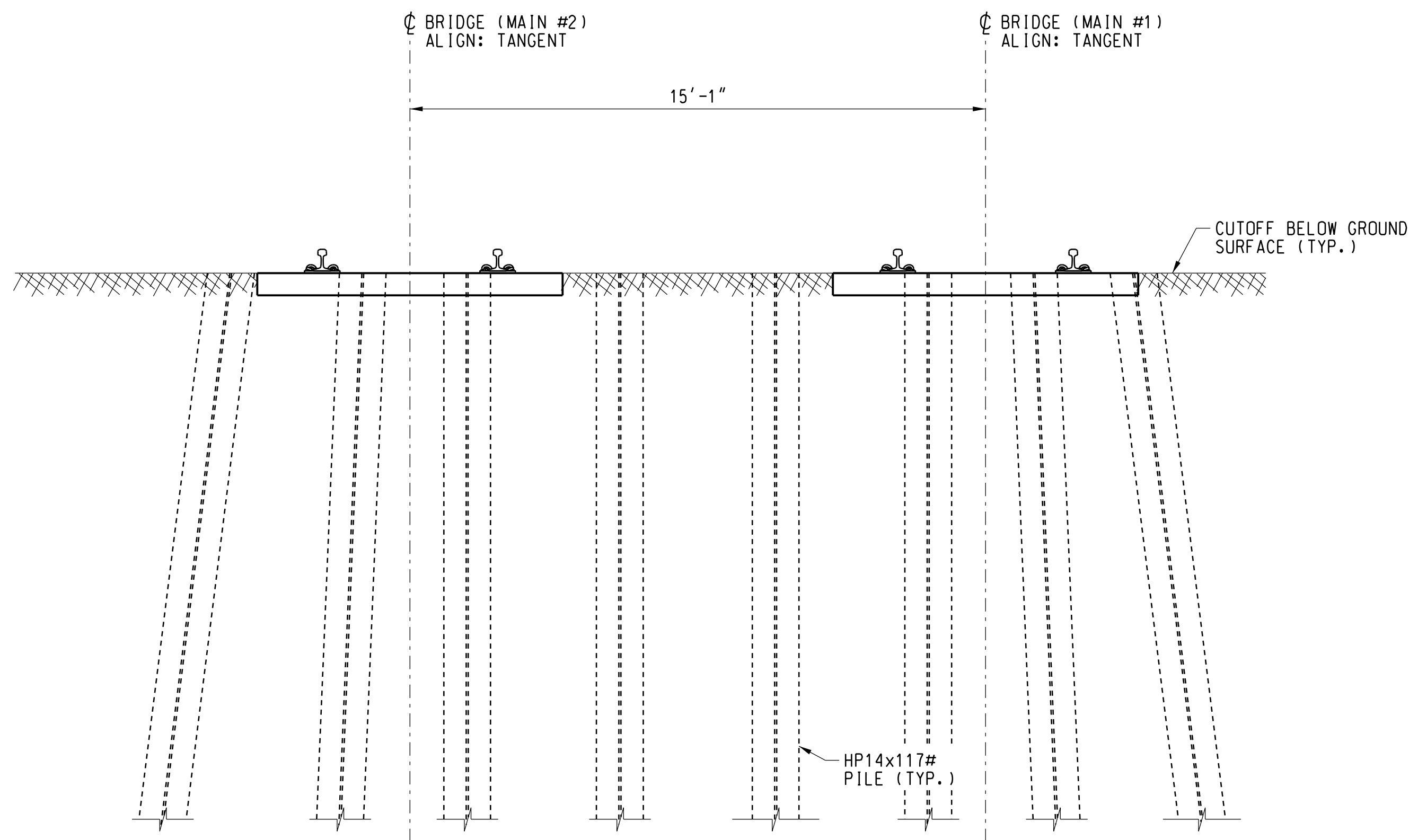
1. THE COUNTY CONTRACTOR MUST COORDINATE WITH THE BNSF REPRESENTATIVE TO WORK AROUND THE TRAIN SCHEDULE TO MINIMIZE THE IMPACT ON TRAIN OPERATIONS.
2. FOR ADDITIONAL SUGGESTED CONSTRUCTION SEQUENCE AND DETAILS, SEE SHEETS 04 TO 07.
3. MATS OR OTHER MEANS OF PROTECTION MUST BE PROVIDED TO PROTECT RAILS AND BALLAST FROM DAMAGE DUE TO EQUIPMENT OR CONSTRUCTION OPERATIONS. COST INCLUDED IN TEMPORARY CROSSING. DETAILS SHALL BE SUBMITTED TO BNSF FOR REVIEW AND APPROVAL.
4. THE COUNTY CONTRACTOR SHALL INSTALL THE TEMPORARY SOIL RETENTION SYSTEM IN XX (X) HOUR CLOSURE WINDOWS. COUNTY CONTRACTOR SHALL COORDINATE WITH BNSF ON MOVING TIES TO INSTALL PILES AND SHORING. THE XX (X) HOUR CLOSURE WINDOW SHALL INCLUDED TIME FOR BNSF FORCES TO MAKE MODIFICATIONS TO TIES AND/OR RAIL AS NEEDED TO COMPLETE WORK AND PRIOR TO RESTORING TRAIN OPERATIONS.
5. ONLY CONCEPTUAL LAYOUT AND DETAILS ARE SHOWN FOR THE TEMPORARY SOIL RETENTION SYSTEM. THE FINAL DESIGN AND DETAILS ARE THE RESPONSIBILITY OF THE COUNTY CONTRACTOR. FINAL DESIGN AND DETAILS SIGNED AND SEALED BY A REGISTERED STRUCTURAL ENGINEER IN THE STATE OF WASHINGTON SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL.
6. FINAL CONSTRUCTION SEQUENCE, DESIGN AND DETAILS SHALL BE SUBMITTED TO BNSF FOR APPROVAL AND COORDINATION PRIOR TO INSTALLATION OF THE TEMPORARY SOIL RETENTION SYSTEM.
7. DESIGN OF TEMPORARY SOIL RETENTION SYSTEM SHOULD BE PER THE BNSF GUIDELINES FOR TEMPORARY SHORING.

1. BNSF SHALL INSTALL THE STEEL H-PILES, CAPS AND SPANS.
2. ALL WELDING OF CAPS TO PILES SHALL BE PERFORMED BY A CERTIFIED WELDER.
3. BNSF WILL CUT EXISTING TRACK PANELS TO BE REMOVED (INTO 40 FOOT LENGTHS) AND THE CONTRACTOR WILL BE RESPONSIBLE FOR REMOVAL OF THE TRACK FROM THE BALLAST.
4. BNSF WILL INSTALL BRIDGE DECK WATERPROOFING.
5. BNSF TO INSTALL REPLACEMENT TRACK PANELS.

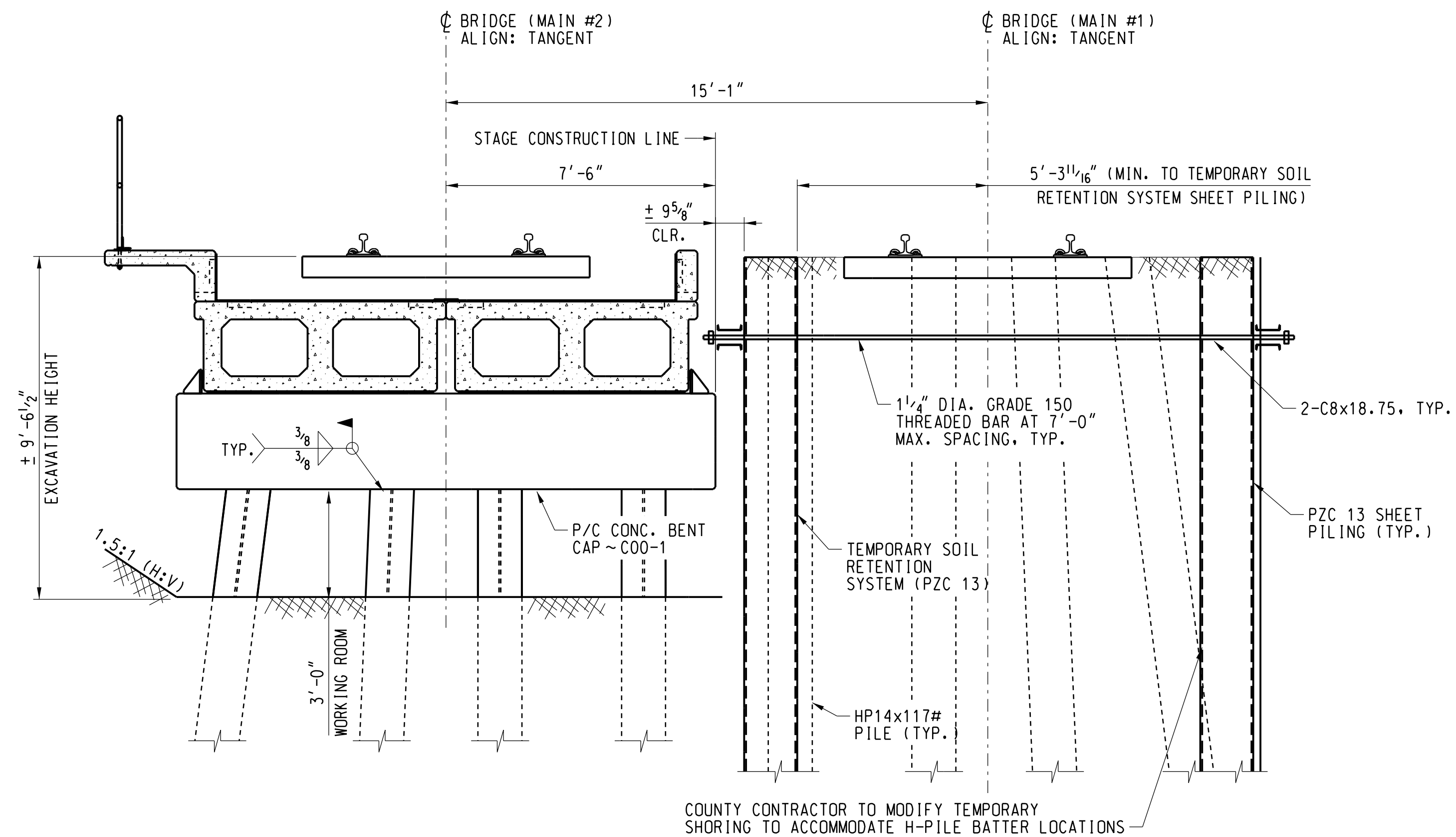
1. RAILROAD UTILITIES MAY EXIST WITHIN BNSF RIGHT-OF-WAY. PRIOR TO THE START OF ANY CONSTRUCTION OR EXCAVATION, UTILITY RELOCATIONS WILL HAVE TO BE COORDINATED WITH BNSF. ANY RELOCATION OF UTILITIES MUST BE IN CONFORMANCE WITH BNSF UTILITY ACCOMMODATION POLICY AND WILL REQUIRE A UTILITY PERMIT LICENSE FROM BNSF.

**ISSUED FOR CONSTRUCTION**

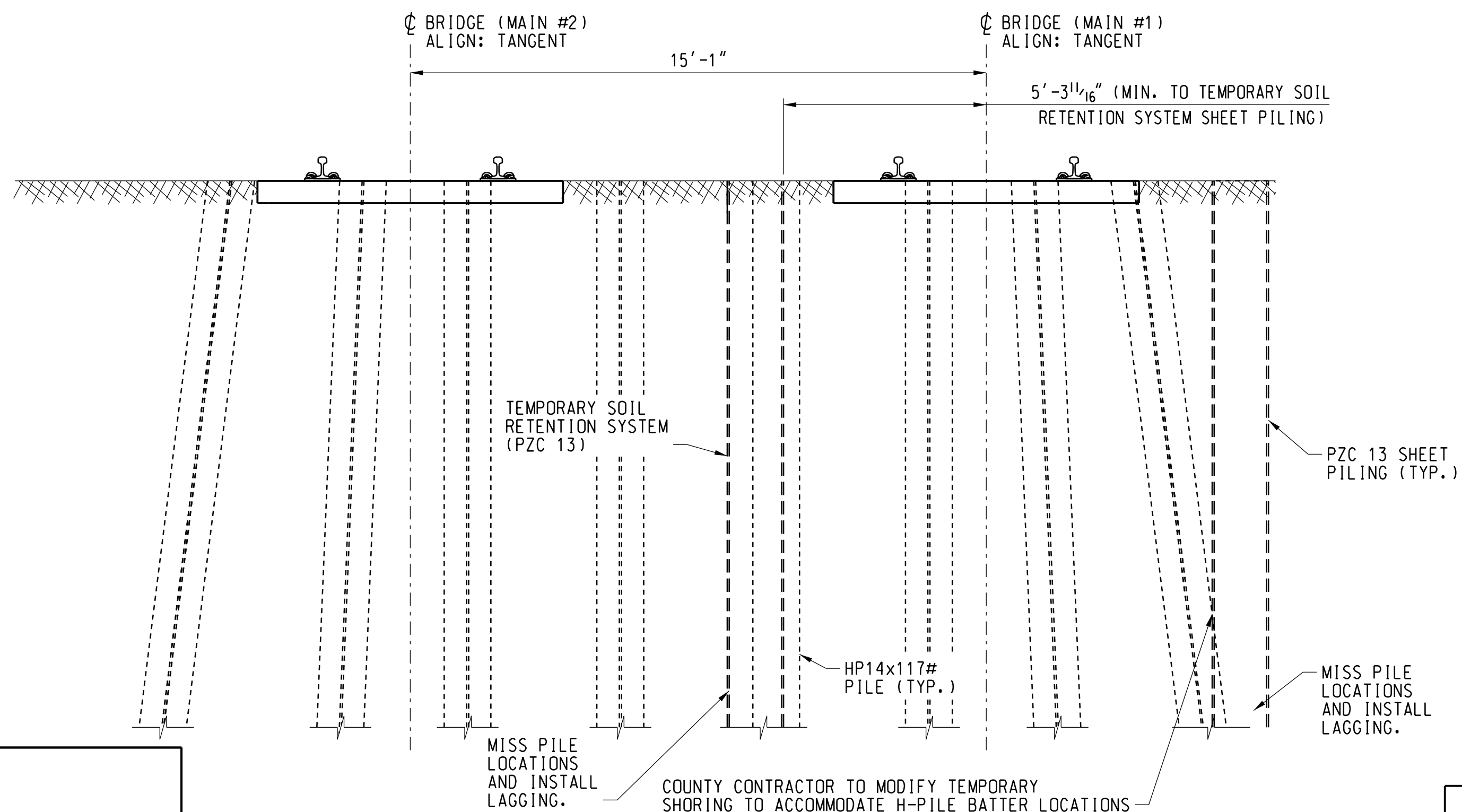
1	4/22/2021	ADD BNSF SIGNATURE BLOCK	DES: TDP	 BRIDGE ENGINEERING KANSAS CITY, KS	SEATTLE, WA TO WENATCHEE, WA	
			DRAWN: CDP		BRIDGE NUMBER 21.80B	
			CHECK: MAF		OVER LUNDS GULCH CREEK	
			DATE: 04/22/2021		EDMONDS, WA	
NO.	DATE	REVISIONS	PLAN: 000335554	APPROVED: 	CONSTRUCTION SEQUENCE NOTES & DETAILS	
			LINE SEG: 0050	ASST. DIRECTOR STRUCTURES DESIGN	PLAN NO: 0050-0021.800-013	SHEET: 03 OF 10



**SUGGESTED CONSTRUCTION SEQUENCE SECTION - STAGE I**  
(LOOKING RY WEST AT BENT #3)  
BY BNSF



**SUGGESTED CONSTRUCTION SEQUENCE SECTION - STAGE III**  
(LOOKING RY WEST AT BENT #3)  
CAPS AND SPANS BY BNSF, COUNTY CONTRACTOR TO INSTALL TIES AS EXCAVATION PROGRESSES



**SUGGESTED CONSTRUCTION SEQUENCE SECTION - STAGE II**  
(LOOKING RY WEST AT BENT #3)  
BY COUNTY CONTRACTOR

**ISSUED FOR CONSTRUCTION**

1	4/22/2021	ADD BNSF SIGNATURE BLOCK	DES: TDP
			DRAWN: CDP
			CHECK: MAF
			DATE: 04/22/2021
NO.	DATE	REVISIONS	PLAN: 000335554
			LINE SEG: 0050

**BNSF**  
RAILWAY  
BRIDGE ENGINEERING KANSAS CITY, KS  
APPROVED: *Albert Blum*  
ASST. DIRECTOR STRUCTURES DESIGN

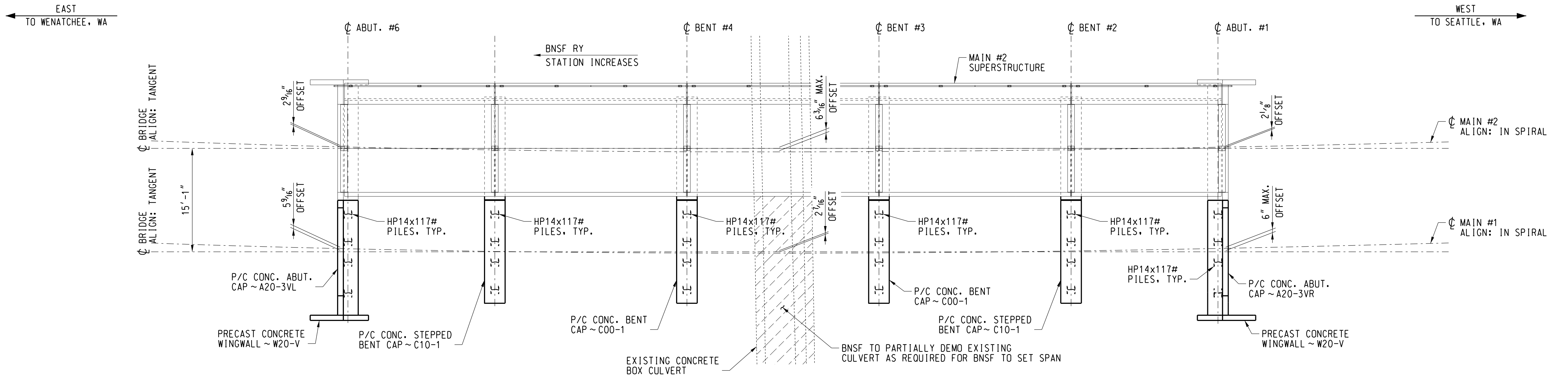
SEATTLE, WA TO WENATCHEE, WA  
BRIDGE NUMBER 21.80B  
OVER LUNDS GULCH CREEK  
EDMONDS, WA  
CONSTRUCTION SEQUENCE  
STAGING SECTIONS I, II, & III  
PLAN NO: 0050-0021.800-014  
SHEET: 04 OF 10



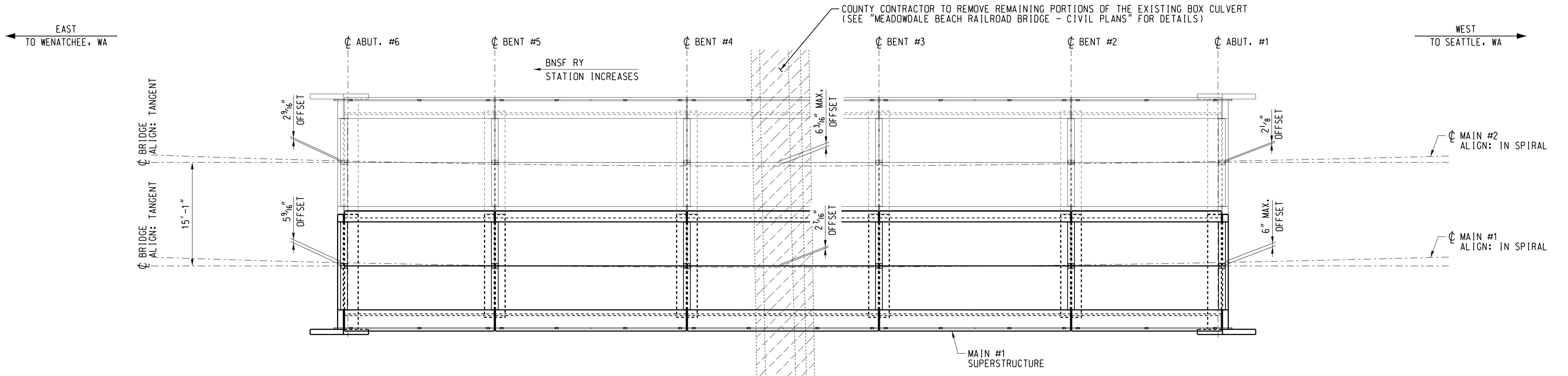


SEATTLE, WA TO WENATCHEE, WA	
BRIDGE NUMBER 21.80B	
OVER LUND'S GULCH CREEK	
EDMONDS, WA	
CONSTRUCTION SEQUENCE	
STAGING SECTIONS IV & V	
PLAN NO: 0050-0021.800-015	SHEET: 05 OF 10





- NOTES:
- SEE SHEETS 3, 4, & 5 TO DETERMINE RESPONSIBILITIES OF BNSF AND COUNTY CONTRACTOR.
  - COUNTY CONTRACTOR MAY LEAVE TEMPORARY SOIL RETENTION SYSTEM IN PLACE AT BRIDGE ABUTMENTS.



**ISSUED FOR CONSTRUCTION**

1	4/22/2021	ADD BNSF SIGNATURE BLOCK	DES: TDP
			DRAWN: CDP
			CHECK: MAF
			DATE: 04/22/2021
NO.	DATE	REVISIONS	PLAN: 000335554
			LINE SEG: 0050

**BNSF**  
RAILWAY

BRIDGE ENGINEERING KANSAS CITY, KS

APPROVED: *Albert Blum*  
ASST. DIRECTOR STRUCTURES DESIGN

SEATTLE, WA TO WENATCHEE, WA

BRIDGE NUMBER 21.80B

OVER LUND'S GULCH CREEK

EDMONDS, WA

CONSTRUCTION SEQUENCE PLAN - STAGE IV

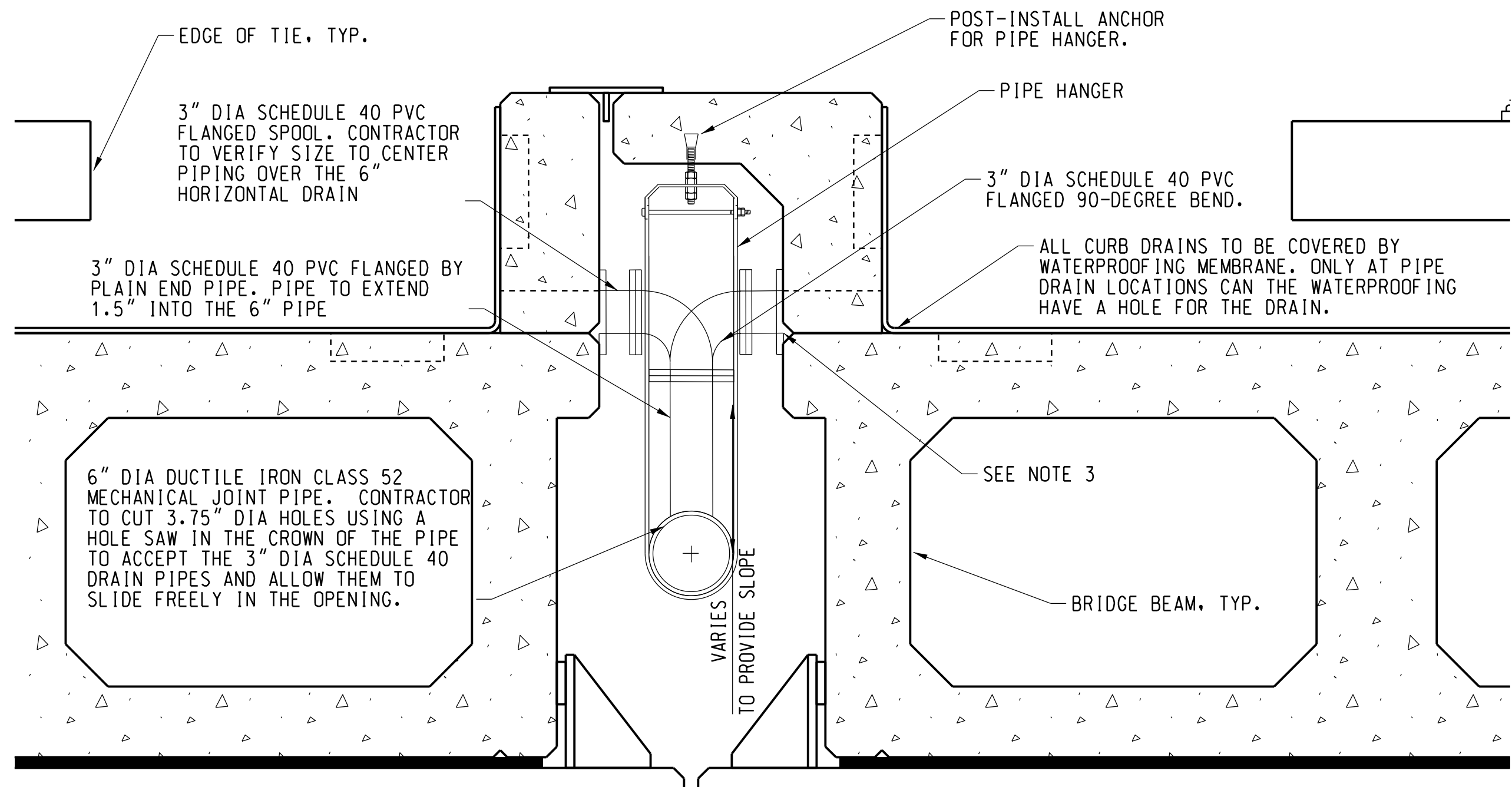
PLAN NO: 0050-0021.800-017

SHEET: 07 OF 10









NOTES:

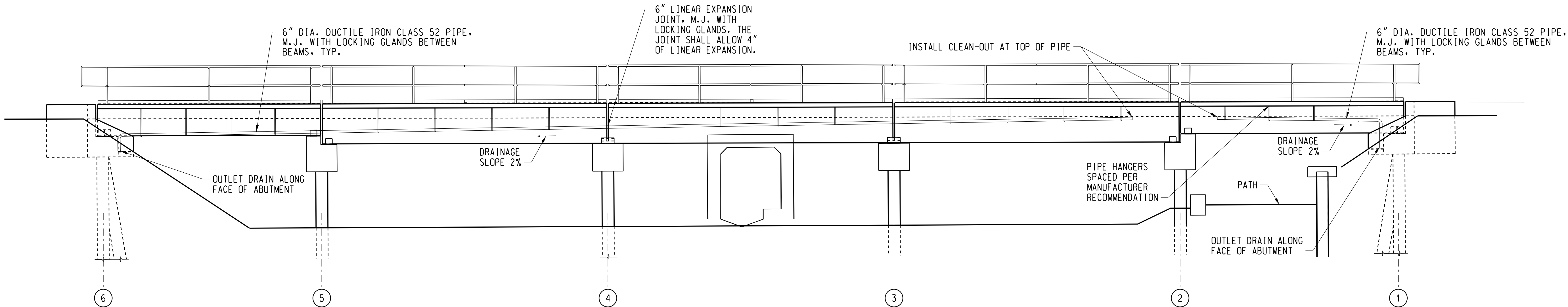
1. MAXIMUM FOUR (4) CURB CONNECTIONS PER SPAN. ALTERNATE CURB DRAIN SIDES TO ALLOW FOR PIPE CLEARANCE.
2. DRAINAGE SYSTEM CONNECTS INTO EXISTING 3" DRAINS IN CURBS.
3. SEAL CONNECTION BETWEEN FLANGE AND THE CONCRETE SURFACE WITH SIKAFLEX-221. DRILL AND ANCHOR THE FLANGED FITTING TO THE CONCRETE USING 3/8" S.S. THREADED ANCHOR WITH 3" EMBEDMENT USING SIKAFIX-1.

DECK DRAIN TYPICAL SECTION - BETWEEN BEAMS

BY COUNTY CONTRACTOR

GENERAL NOTES - BRIDGE DRAINAGE SYSTEM:

1. PIPE, FITTINGS, BRACKETS, JOINTS, SEALANTS, CLAMPS, ALL FASTENING AND MOUNTING HARDWARE, PIPE SUPPLIER APPROVED WELD BOND STRUCTURAL ADHESIVE FOR PIPE JOINTS, FABRICATION AND INSTALLATION SHALL BE INCLUDED IN THE COST OF "DRAINAGE SYSTEM", LUMP SUM.
2. THE STEEL COMPONENTS USED FOR SUPPORT BRACKETS AND CLAMPS SHALL MEET THE REQUIREMENTS OF ASTM A36.
3. ALL PIPE HANGERS, BRACKETS AND HARDWARE SHALL BE HOT-DIPPED GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTM A-153 UNLESS OTHERWISE NOTED. ALL BOLTS, NUTS AND WASHERS SHALL BE STAINLESS STEEL UNLESS OTHERWISE NOTED. STAINLESS STEEL BOLTS SHALL CONFORM TO THE REQUIREMENTS OF ASTM A-193, CLASS 1, GRADE 8 OR 8F, 303 OR 304, AND STAINLESS STEEL WASHERS SHALL CONFORM TO ASTM A-240, TYPE 302 OR 304.
4. THE EXTERIOR SURFACES OF PVC AND DUCTILE IRON PIPES AND FITTINGS SHALL BE CLEANED ACCORDING TO SOCIETY OF PROTECTIVE COATING'S SPECIFICATION SSPC-SP1 PRIOR TO PAINTING AND SHALL BE COATED WITH AN ENGINEER APPROVED MUNSELL COLOR.



PROFILE DRAIN DETAIL

BY COUNTY CONTRACTOR

1	4/22/2021	ADD BNSF SIGNATURE BLOCK	DES: TDP
			DRAWN: CDP
			CHECK: MAF
			DATE: 04/22/2021
NO.	DATE	REVISIONS	PLAN: 000335554
			LINE SEG: 0050

<b>BNSF</b> RAILWAY
BRIDGE ENGINEERING KANSAS CITY, KS
APPROVED: <i>Chris Blumgart</i>
ASST. DIRECTOR STRUCTURES DESIGN

ISSUED FOR CONSTRUCTION

SEATTLE, WA TO WENATCHEE, WA  
BRIDGE NUMBER 21.80A  
OVER LUNDS GULCH CREEK  
EDMONDS, WA  
DRAINAGE SYSTEM

PLAN NO: 0050-0021.800-019

SHEET: 09 OF 10



File Location: I:\Projects\2021\Bridges\CD Drawing Room\BoringLogs\0505021.800\Mesquite Beach LP - Edmonds, WA\Plan\Final\02.00002.dgn

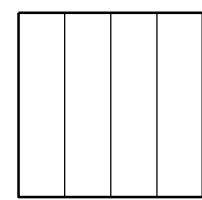


Date Printed: 5/3/2021 Time Printed: 11:49:18 PM

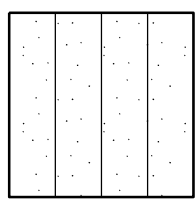
NOTE:

STICK BORING LOGS PROVIDED FOR REFERENCE ONLY. SEE GEOTECHNICAL REPORT BY SHANNON & WILSON, INC. FOR FULL DETAILS.

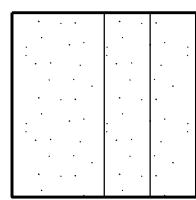
BORING LOG LEGEND



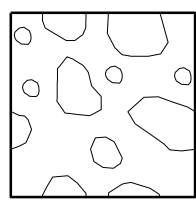
SILT  
(SL/ML)



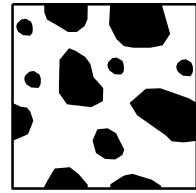
SILTY SAND  
(SM)



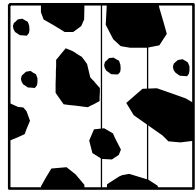
SILTY CLAY  
& SILTY SAND  
(SC/SM)



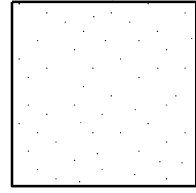
POORLY GRADED  
GRAVEL  
(GP)



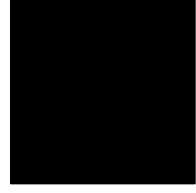
WELL GRADED  
GRAVEL  
(GW)



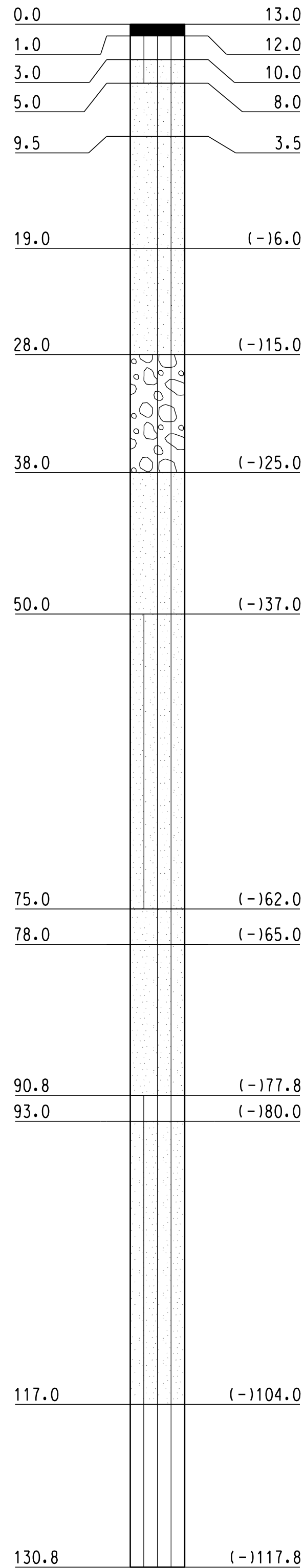
SILTY GRAVEL  
(GM)



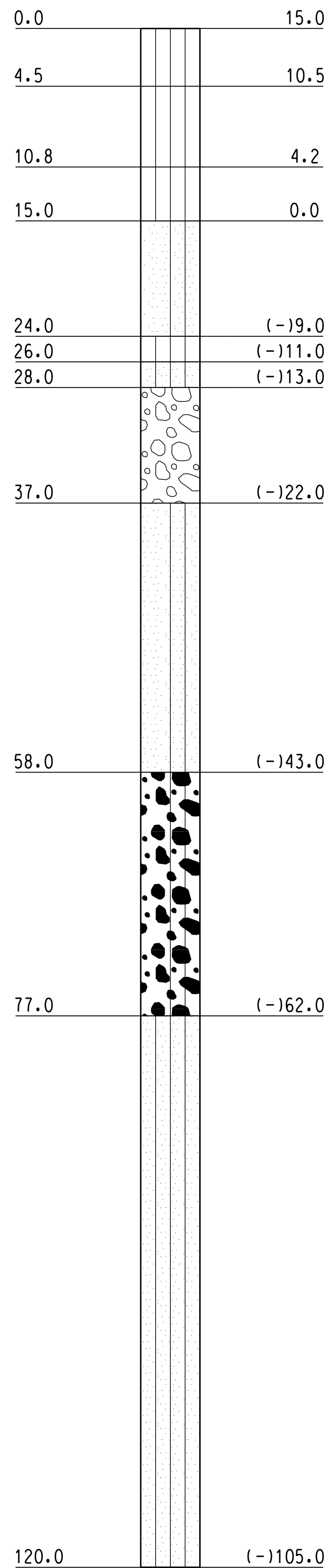
SAND  
(SP)



ASPHALT  
OR  
CAP





BORING MB-6



BORING MB-7

ISSUED FOR CONSTRUCTION

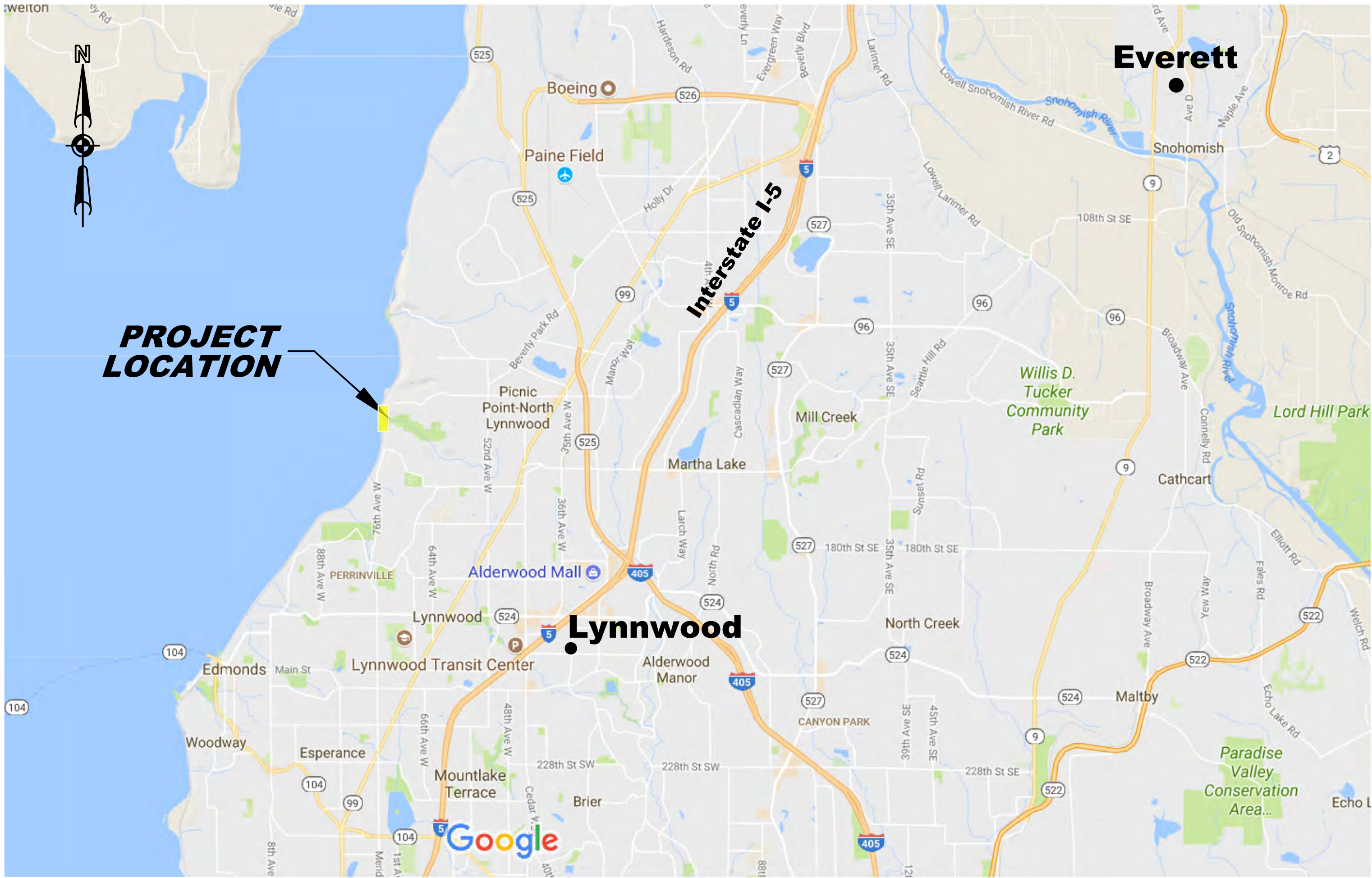
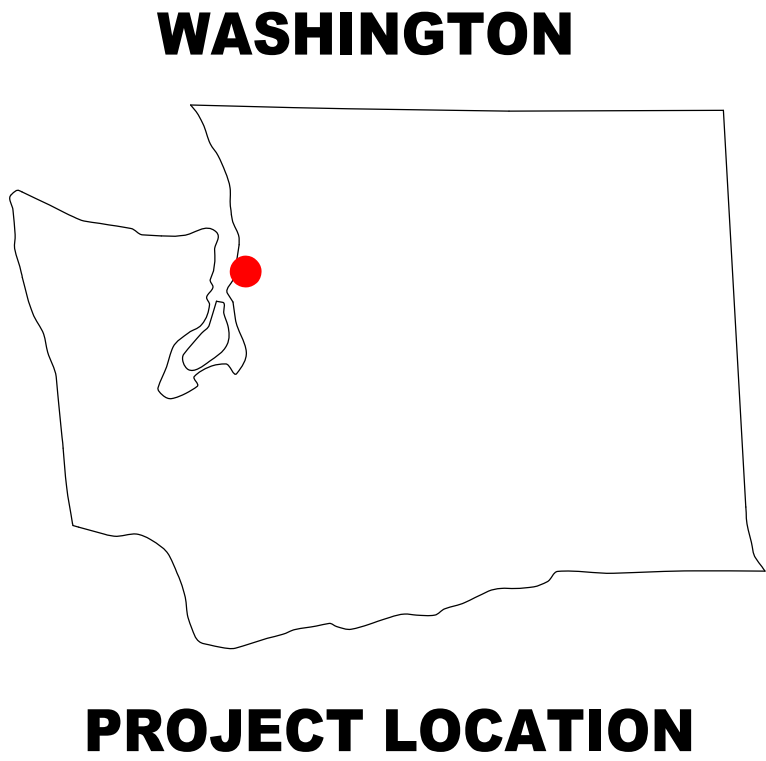
1	4/22/2021	ADD BNSF SIGNATURE BLOCK	DES: TDP	 BRIDGE ENGINEERING KANSAS CITY, KS	SEATTLE, WA TO WENATCHEE, WA	
			DRAWN: CDP		BRIDGE NUMBER 21.80B	
			CHECK: MAF		OVER LUNDS GULCH CREEK	
			DATE: 04/22/2021		EDMONDS, WA	
NO.	DATE	REVISIONS	PLAN: 000335554	APPROVED: 	BORING LOGS	
			LINE SEG: 0050	ASST. DIRECTOR STRUCTURES DESIGN	PLAN NO: 0050-0021.800-020	SHEET: 10 OF 10



- NOTES:**
- 1. THIS PROJECT INCLUDES WORK WITHIN BNSF RIGHT-OF-WAY AND ON PARK PROPERTY TO CONSTRUCT A RAILROAD BRIDGE OVER LUNDS GULCH CREEK. WORK TO BE PERFORMED IS SHOWN ON THE "MEADOWDALE BEACH RAILROAD BRIDGE - CIVIL PLANS" AND THE "MEADOWDALE BEACH RAILROAD BRIDGE - STRUCTURAL PLANS" PREPARED BY HANSON PROFESSIONAL SERVICES AND ON THE "MEADOWDALE BEACH PARK AND ESTUARY DESIGN PLANS" BY ANCHOR QEA.**
  - 2. ALL WORK SHOWN WITHIN THIS SET OF PLANS AND ON THE "MEADOWDALE BEACH PARK AND ESTUARY DESIGN PLANS" BY ANCHOR QEA SHALL BE ACCOMPLISHED BY THE CONTRACTOR UNDER CONTRACT WITH SNOHOMISH COUNTY UNLESS OTHERWISE SPECIFIED. WORK PROPOSED ON THE RAILROAD BRIDGE STRUCTURAL PLANS SHALL BE RESPONSIBILITY OF BNSF OR THEIR DESIGNATED CONTRACTOR UNLESS OTHERWISE SPECIFIED.**
  - 3. THE CONTRACTOR SHALL COORDINATE ALL WORK SHOWN ON THESE PLANS WITH RAILROAD BRIDGE WORK SHOWN ON THE RAILROAD BRIDGE STRUCTURAL AND THE "MEADOWDALE BEACH PARK AND ESTUARY DESIGN PLANS" BY ANCHOR QEA. SEE PROJECT SPECIFICATIONS FOR ADDITIONAL DETAIL ON COORDINATION OF WORK.**



# BNSF NORTHWEST DIVISION MEADOWDALE BEACH PARK RAILROAD BRIDGE



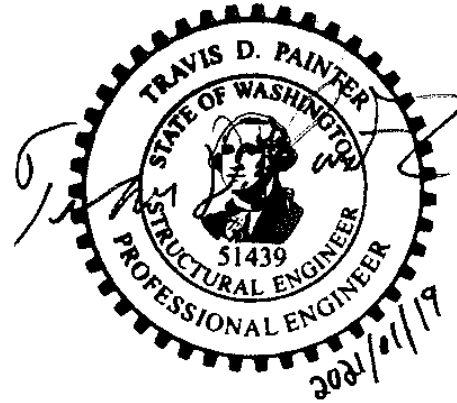
**VICINITY MAP**  
NOT TO SCALE

**SCENIC SUBDIVISION  
LINE SEGMENT 50  
MP 21.7 TO MP 21.9  
CIVIL PLANS**

**100% SUBMITTAL**



**ALL SHEETS EXCEPT STRUCTURAL  
(SHEETS CP-06 AND CP-07)**



**STRUCTURAL  
SHEETS CP-06 AND CP-07**

**DATE: January 19, 2021**



© Copyright Hanson Professional Services Inc. 2021  
11711 S.E. 8th Street, Suite 310  
Bellevue, WA 98005



P:\ot\_dr\ver+BNSF\_Railway\_pdf\_full\ptc\g  
Pen: 1\cd\ref+BNSF\_Railway\_Color.tbl  
F:\e:\14\jobs\14L0068\CAD\Rail\Sheet\G-0002-MeadowdaleIndex.dgn  
Date: 1/19/2021  
Time: 12:36:20 PM

DRAWING NUMBER	DRAWING TTITLE	SHEET NUMBER	DRAWING NUMBER	DRAWING TTITLE	SHEET NUMBER	DRAWING NUMBER	DRAWING TTITLE	SHEET NUMBER
	<div>GENERAL</div> <div>CK-01COVER01</div> <div>CK-02INDEX OF DRAWINGS02</div> <div>CK-03GENERAL NOTES03</div> <div>CK-04ABBREVIATIONS &amp; SYMBOLS04</div> <div>TRACKWORK</div> <div>RP-01TRACK PLAN AND PROFILE - MAIN 1 STA 1251+00 TO STA 1262+00 MP 21.7 TO MP 21.905</div> <div>RP-02TRACK PLAN AND PROFILE - MAIN 2 STA 1251+00 TO STA 1262+00 MP 21.7 TO MP 21.906</div> <div>RC-01TRACK GEOMETRY DATA07</div> <div>CIVIL</div> <div>CP-01TEMPORARY GRADING &amp; FENCING REMOVAL PLAN08</div> <div>CP-02TEMPORARY GRADING TYPICAL SECTIONS09</div> <div>CP-03DEMOLITION AND EXCAVATION PLAN10</div> <div>CP-04ABUTMENT GRADING PLANS11</div> <div>CP-05EMBANKMENT ARMORING DETAILS12</div> <div>CP-06PEDESTRIAN TRAIL UNDER BRIDGE TYPICAL SECTION13</div> <div>CP-07SHEET-PILE WALL PLAN AND PROFILE14</div> <div>CP-08FENCING PLAN15</div> <div>CP-09FENCING DETAILS - SHEET 01 OF 0216</div> <div>CP-10FENCING DETAILS - SHEET 02 OF 0217</div>							

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--



GENERAL NOTES

BNSF STANDARD SPECIFICATIONS REFERENCING

CONTRACTOR CAN OBTAIN LATEST BNSF STANDARD SPECIFICATIONS AND THE UTILITY ACCOMMODATION POLICY REFERENCED ON THIS SHEET FROM THE ENGINEER OR THE BNSF REPRESENTATIVE.

PROJECT SCOPE

1. THIS PROJECT INCLUDES WORK WITHIN BNSF RIGHT OF WAY AND ON PARK PROPERTY TO CONSTRUCT A RAILROAD BRIDGE OVER LUNDS GULCH CREEK. WORK TO BE PERFORMED IS SHOWN ON THE "MEADOWDALE BEACH PARK AND ESTUARY DESIGN PLANS" BY ANCHOR QEA, LLC AND ON THE "MEADOWDALE BEACH RAILROAD BRIDGE - CIVIL PLANS" AND THE "MEADOWDALE BEACH PARK RAILROAD BRIDGE - STRUCTURAL PLANS" PREPARED BY HANSON PROFESSIONAL SERVICES INC.

2. REMOVAL OF ALL ITEMS SHOWN ON THESE PLANS SHALL BE THE RESPONSIBILITY OF COUNTY CONTRACTOR UNLESS OTHERWISE INDICATED. ADDITIONAL DETAIL CAN BE FOUND ON THE "MEADOWDALE BEACH PARK AND ESTUARY DESIGN PLANS" BY ANCHOR QEA, LLC.

3. ALL WORK SHOWN WITHIN "MEADOWDALE BEACH PARK AND ESTUARY DESIGN PLANS" AND THE "MEADOWDALE BEACH RAILROAD BRIDGE - CIVIL PLANS" SHALL BE ACCOMPLISHED BY THE CONTRACTOR UNDER CONTRACT WITH SNOHOMISH COUNTY (REFERRED TO IN THESE PLANS AS THE "COUNTY CONTRACTOR") UNLESS OTHERWISE SPECIFIED. WORK PROPOSED ON THE RAILROAD BRIDGE STRUCTURAL PLANS SHALL BE RESPONSIBILITY OF BNSF OR THEIR DESIGNATED CONTRACTOR UNLESS OTHERWISE SPECIFIED.

4. ALL WORK RELATED TO PEDESTRIAN WALL AND TRAIL SHOWN ON THESE PLANS SHALL BE BY COUNTY CONTRACTOR. ADDITIONAL DETAIL IS SHOWN ON THE "MEADODALE BEACH PARK AND ESTUARY DESIGN PLANS" BY ANCHOR QEA, LLC.

5. THE CONTRACTOR SHALL COORDINATE ALL WORK SHOWN ON THESE PLANS WITH RAILROAD BRIDGE WORK SHOWN ON THE "MEADOWDALE BEACH PARK RAILROAD BRIDGE - STRUCTURAL PLANS". SEE PROJECT SPECIFICATIONS FOR ADDITIONAL SUGGESTED DETAIL ON COORDINATION OF WORK.

6. TRACK RAISE SHOWN ON SHEET 6 TO BE PERFORMED BY BNSF.

UTILITY LOCATES

THE LOCATIONS OF BURIED AND ABOVE GROUND UTILITIES SHOWN ARE APPROXIMATE AND BASED ON SURVEYED UTILITY MARKINGS AND FEATURES VISIBLE AT THE SURFACE, SUPPLEMENTED BY AS-BUILT INFORMATION PROVIDED BY SNOHOMISH COUNTY.

THESE UTILITY LOCATIONS ARE SHOWN FOR CONTRACTOR INFORMATIONAL USE ONLY, AND ARE NOT TO BE REFERENCED FOR CONSTRUCTION PURPOSES.

THE IMPLIED PRESENCE OR ABSENCE OF UTILITIES IS NOT TO BE CONSTRUED BY THE OWNER, ENGINEER, CONTRACTOR, OR SUBCONTRACTORS TO BE AN ACCURATE AND COMPLETE REPRESENTATION OF UTILITIES THAT MAY OR MAY NOT EXIST ON THE CONSTRUCTION SITE.

BURIED AND ABOVE GROUND UTILITY LOCATION, IDENTIFICATION AND MARKING ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. REROUTING, DISCONNECTION, PROTECTION, ETC. OF THE UTILITIES MUST BE COORDINATED BETWEEN THE CONTRACTOR, UTILITY COMPANY, AND OWNER. SITE SAFETY, INCLUDING THE AVOIDANCE OF HAZARDS ASSOCIATED WITH THE BURIED AND ABOVE GROUND UTILITIES REMAINS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

THIS UTILITY WORK MAY BE SHOWN AS A BID ITEM, OR IT MAY BE INDICATED AS INCIDENTAL TO THE PROJECT, AND ITS COSTS SHOULD BE INCLUDED IN THE EXISTING BID ITEMS, WITH NO DIRECT PAYMENT BEING MADE THEREOF. THE CONTRACTOR SHALL PROTECT AGAINST ALL UTILITIES, WHETHER SHOWN ON PLANS OR NOT. UTILITIES DAMAGED BY CONSTRUCTION ACTIVITIES OF THE CONTRACTOR SHALL BE REPAIRED WITHOUT COST TO THE COMPANY.

BNSF SIGNAL AND TELECOM LOCATES

CALL 1-800-533-2891 TO ARRANGE FOR A BNSF UNDERGROUND CABLE LOCATE. BNSF FORM 'UNDERGROUND CABLE LOCATION AND ACKNOWLEDGEMENT' WILL BE COMPLETED BY A BNSF REPRESENTATIVE AND A COPY PROVIDED TO THE CONTRACTOR. THE CONTRACTOR MUST HAVE THIS FORM IN POSSESSION AT THE JOB SITE AT ALL TIMES.

SURVEY

- AERIAL IMAGES DATING MAY 2017 WERE OBTAINED FROM GOOGLE EARTH PRO.

- GROUND CONTROL AND TOP OF RAIL SURVEY ON MAINLINE TRACKS WITHIN THE PROJECT LIMITS WAS PERFORMED BY DUANE HARTMAN & ASSOCIATES, INC., WOODINVILLE, WA. (APRIL 2017). SEE "MEADOWDALE BEACH PARK AND ESTUARY DESIGN PLANS" FOR SURVEY CONTROL DETAILS.

-THE MAP SHOWN HEREON IS THE RESULT OF A TOPOGRAPHIC SURVEY BY DUANE HARTMAN & ASSOCIATES, INC. (DHA) COMPLETED ON OCTOBER 2016. DHA ASSUMES NO LIABILITY, BEYOND SAID DATE, FOR ANY FUTURE SURFACE FEATURE MODIFICATIONS OR CONSTRUCTION ACTIVITIES THAT MAY OCCUR WITHIN OR ADJOINING THE PERIMETER OF THIS SURVEY. CONTACT DHA (425) 483-5355 FOR SITE UPDATES AND VERIFICATIONS.

RIGHT-OF-WAY

BNSF RIGHT-OF-WAY AND PARCEL BOUNDARY INFORMATION REPRESENTED ON THESE DRAWINGS IS BASED ON STATION AND RIGHT-OF-WAY MAPS PROVIDED BY BNSF. PARK BOUNDARY LINES WERE SURVEYED BY THE SURVEYOR. ALL BOUNDARY LINES ARE APPROXIMATE UNLESS SPECIFICALLY NOTED OTHERWISE.

NEAT LINE QUANTITIES USED

EMBANKMENT QUANTITIES ARE MEASURED TO THE NEAT LINES AS COMPACTED QUANTITIES, NO ADJUSTMENTS TO GRADING QUANTITIES HAVE BEEN MADE FOR COMPACTION, SHRINKAGE, SWELLING, OR CLEARING AND GRUBBING.

BASIS OF TRACK STATIONING

TRACK STATIONING INCREASES FROM SOUTH TO NORTH FROM STA. 1250+00.00 AT THE CENTERLINE OF BOX CULVERT 21.8, AS SHOWN ON BNSF ROLLED PROFILE MAP NO. P62462.

MILEPOST STATIONING (SHORT MILES)

FOR PURPOSES OF ESTABLISHING MILEPOST LOCATIONS, THE FOLLOWING INFORMATION WAS USED:

FROM MP	TO MP	DESCRIPTION	LENGTH OF MILE (FT)	LENGTH OF 1/2 OF MILE (FT)
20	21	LONG MILE	5483	548.3
21	22	LONG MILE	5326	532.6

HORIZONTAL DATUM:

WASHINGTON STATE COORDINATE SYSTEM, NORTH ZONE NAD83(91), US FEET UTILIZING RTK GPS FIELD PROCEDURES CONTOUR INTERVAL: (1') ONE FOOT CONTOURS

VERTICAL DATUM:

NAVD88, US FEET. TO CONVERT ELEVATIONS SHOWN HEREON TO MEAN LOWER LOW WATER DATUM PLEASE ADD 2.05 FEET.

UTILITIES MAPPING:

ALL EXISTING UTILITIES SHOWN HEREIN ARE TO BE VERIFIED HORIZONTALLY AND VERTICALLY PRIOR TO ANY CONSTRUCTION. ALL EXISTING FEATURES INCLUDING BURIED UTILITIES ARE SHOWN AS INDICATED BY RECORD LOCATION OR FIELD TIED AS A RESULT OF A UTILITY PAINT-OUT DURING THE COURSE OF THE FIELD SURVEY. DUANE HARTMAN & ASSOCIATES, INC. (DHA) ASSUMES NO LIABILITY FOR THE ACCURACY OF THE RECORD INFORMATION. FOR THE FINAL LOCATION OF THE EXISTING UTILITIES IN AREAS CRITICAL TO CONSTRUCTION, CONTACT THE UTILITY OWNER/AGENCY AND UTILITIES UNDERGROUND CENTER (1-800/424-5555).

P:\ot\_dr\ver+BNSF\_Railway\_pdf\_full\p1tcfg  
Pen 1.tbl ref:BNSF\_Railway\_Color.tbl  
F:\e:\14\jobs\14L0068\CAD\Rail\Sheet\G-0003-MeadowdaleGeneralNotes.dgn  
Date: 1/19/2021 Time: 12:36:28 PM

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

100% SUBMITTAL



P:\ot\_dr\ver+BNSF\_Railway\_pdf\_full\p1cfcg  
Pen 1:cd\er+BNSF\_Railway\_Color.tbl  
F:\er\14\jobs\14L0068\CAD\Rail\Sheet\G-0004-MeadowdaleAbbreviations&Symbol.dgn  
Date: 1/19/2021  
Time: 12:36:36 PM

ABBREVIATIONS

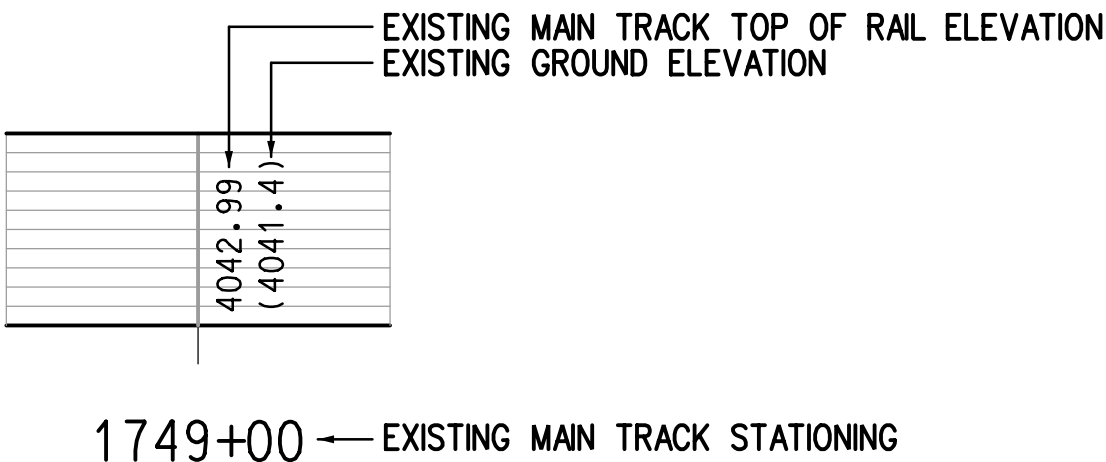
& ° : " % # △ 2500 AC AP APE APPROX APWA AVE BC BLVD BNSF	AND AT DEGREE(S) FOOT or FEET or MINUTE(S) INCH or INCHES or SECOND(S) PERCENT POUND or NUMBER CENTRAL ANGLE OF CIRCULAR CURVE TRACK 2500 ASPHALT CONCRETE ANGLE POINT AREA OF POTENTIAL EFFECT APPROXIMATELY AMERICAN PUBLIC WORKS ASSOCIATION AVENUE BEGINNING OF CURVE BOULEVARD BURLINGTON NORTHERN SANTA FE RAILWAY	MAX MH MIN MP MSST MT MTD N NMT1 NMT2 NMT3 NO NTS NW OD OH OP OPP OTM O. TO O. P or PSGR PB PC PCC PI PIP PITO POB POE POT PRC (P), PROP PS PT PVC PVI PVT R RCB ROW or R/W RCP RD RH RPM RR RT S SC SDMH SDNG SF SO SMH or SSMH STA STD ST SUB SW T TEMP TG TGC T.O. or TO T/R or TOR TRK TS TT TYP UD UNO UP UPRR V VAR VCP VERT W WDFW WM WUTC WV XING XO	MAXIMUM MANHOLE MINIMUM MILEPOST or MEDIUM PRESSURE MAIN STREET SPUR TRACK MAIN TRACK MULTIPLE TILE DUCT NORTH or NORTHERLY or NORTHING NEW MAIN TRACK 1 NEW MAIN TRACK 2 NEW MAIN TRACK 3 NUMBER or NORTHERN NOT TO SCALE NORTHWEST OUTSIDE DIAMETER OVERHEAD OVERPASS OPPOSITE OTHER TRACK MATERIAL OUT TO OUT PASSENGER PULLBOX POINT OF CURVE POINT OF COMPOUND CURVATURE or PORTLAND CEMENT CONCRETE POINT OF INTERSECTION PROTECT IN PLACE POINT OF INTERSECTION OF TURNOUT POINT OF BEGINNING POINT OF ENDING POINT ON TANGENT POINT OF REVERSE CURVATURE PROPOSED POINT OF SWITCH POINT OF TANGENT POINT OF VERTICAL CURVE or POLYVINYL CHLORIDE (PIPE) POINT OF VERTICAL INTERSECTION POINT OF VERTICAL TANGENT RADIUS or RATE OF CHANGE REINFORCED CONCRETE BOX RIGHT-OF-WAY REINFORCED CONCRETE PIPE ROAD RIGHT HAND RAISED PAVEMENT MARKER RAILROAD RIGHT SOUTH or SOUTHERLY or SLOPE SPIRAL TO CURVE STORM DRAIN MANHOLE SIDING TRACK SQUARE FOOT or SQUARE FEET SOUTHERN SANITARY SEWER MANHOLE STATION STANDARD STREET or SPIRAL TO TANGENT SUBDIVISION SOUTHWEST TANGENT or TALGO TRACK CENTER(S) or TOP OF CURB TEMPORARY TOP OF GRATE THE GAS COMPANY TURNOUT TOP OF RAIL TRACK FOOT or TRACK FEET TRACK TANGENT TO SPIRAL TIMBER TRANSITION TIES TYPICAL UNDERDRAIN UNLESS NOTED OTHERWISE UNDERPASS UNION PACIFIC RAILROAD VELOCITY VARIES VITRIFIED CLAY PIPE VERTICAL WEST or WESTERLY WASHINGTON DEPARTMENT OF FISH AND WILDLIFE WATER METER WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION WATER VALVE CROSSING CROSSOVER
BM BR CB CC CIP C/L OR C CLR CONC CMP CP CORR CS CT CTLVR DC DESC DI DIP DMS DOT DR DU DWG Ea E EC EF EGL EL or ELEV EQ EQNAHD EQNBK EW Eu (E), EX EXMT OR EMT EMT1 EMT2 F FH FL FS FT G G1 G2 ga GB GM GRD GV HGL HORIZ HP HPA HWY I INV IE L Lc LF LH LP Ls or LS LT MAIN MAX	BENCHMARK BRIDGE CATCH BASIN CENTER OF CURVE CAST IRON PIPE OR CAST IN PLACE CENTERLINE CLEAR CONCRETE CORRUGATED METAL PIPE CONTROL POINT CORRUGATED CURVE TO SPIRAL CONCRETE TIES CANTILEVER DEGREE OF CURVE DESCRIPTION DUCTILE IRON DUCTILE IRON PIPE DEGREES MINUTES SECONDS DEPARTMENT OF TRANSPORTATION DRIVE DUCT DRAWING SUPERELEVATION, ACTUAL EAST or EASTERLY or EASTING END OF CURVE EACH FACE ENERGY GRADE LINE ELEVATION EQUAL or EQUATION EQUATION AHEAD EQUATION BACK EACH WAY SUPERELEVATION, UNBALANCED EXISTING EXISTING MAIN TRACK EXISTING MAIN TRACK 1 EXISTING MAIN TRACK 2 FREIGHT FIRE HYDRANT FLOWLINE FINISHED SURFACE FOOT or FEET GRADE GRADE ENTERING VERTICAL CURVE GRADE EXITING VERTICAL CURVE GAGE GRADE BREAK GAS MATER GROUND GAS VALVE HYDRAULIC GRADE LINE HORIZONTAL HIGH POINT or HIGH PRESSURE HYDRAULIC PROJECT APPROVAL HIGHWAY TOTAL INTERSECTION ANGLE INVERT INVERT ELEVATION LENGTH LENGTH OF CURVE (CIRCULAR) LINEAR FOOT or LINEAR FEET LEFT HAND LOW POINT LENGTH OF SPIRAL LEFT MAIN TRACK MAXIMUM	SMH P PCC PI PIP PITO POB POE POT PRC (P), PROP PS PT PVC PVI PVT R RCB ROW or R/W RCP RD RH RPM RR RT S SC SDMH SDNG SF SO SMH or SSMH STA STD ST SUB SW T TEMP TG TGC T.O. or TO T/R or TOR TRK TS TT TYP UD UNO UP UPRR V VAR VCP VERT W WDFW WM WUTC WV XING XO	MAXIMUM MANHOLE MINIMUM MILEPOST or MEDIUM PRESSURE MAIN STREET SPUR TRACK MAIN TRACK MULTIPLE TILE DUCT NORTH or NORTHERLY or NORTHING NEW MAIN TRACK 1 NEW MAIN TRACK 2 NEW MAIN TRACK 3 NUMBER or NORTHERN NOT TO SCALE NORTHWEST OUTSIDE DIAMETER OVERHEAD OVERPASS OPPOSITE OTHER TRACK MATERIAL OUT TO OUT PASSENGER PULLBOX POINT OF CURVE POINT OF COMPOUND CURVATURE or PORTLAND CEMENT CONCRETE POINT OF INTERSECTION PROTECT IN PLACE POINT OF INTERSECTION OF TURNOUT POINT OF BEGINNING POINT OF ENDING POINT ON TANGENT POINT OF REVERSE CURVATURE PROPOSED POINT OF SWITCH POINT OF TANGENT POINT OF VERTICAL CURVE or POLYVINYL CHLORIDE (PIPE) POINT OF VERTICAL INTERSECTION POINT OF VERTICAL TANGENT RADIUS or RATE OF CHANGE REINFORCED CONCRETE BOX RIGHT-OF-WAY REINFORCED CONCRETE PIPE ROAD RIGHT HAND RAISED PAVEMENT MARKER RAILROAD RIGHT SOUTH or SOUTHERLY or SLOPE SPIRAL TO CURVE STORM DRAIN MANHOLE SIDING TRACK SQUARE FOOT or SQUARE FEET SOUTHERN SANITARY SEWER MANHOLE STATION STANDARD STREET or SPIRAL TO TANGENT SUBDIVISION SOUTHWEST TANGENT or TALGO TRACK CENTER(S) or TOP OF CURB TEMPORARY TOP OF GRATE THE GAS COMPANY TURNOUT TOP OF RAIL TRACK FOOT or TRACK FEET TRACK TANGENT TO SPIRAL TIMBER TRANSITION TIES TYPICAL UNDERDRAIN UNLESS NOTED OTHERWISE UNDERPASS UNION PACIFIC RAILROAD VELOCITY VARIES VITRIFIED CLAY PIPE VERTICAL WEST or WESTERLY WASHINGTON DEPARTMENT OF FISH AND WILDLIFE WATER METER WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION WATER VALVE CROSSING CROSSOVER

CURVE C-20	CURVE NUMBER
Dc = 1°12'	DEGREE OF CURVE
V = 80(P) - 70(F)	DESIGN SPEED (TIMETABLE SPEED)
Ea = 2 1/2"	ACTUAL SUPERELEVATION
Ls = 240'	LENGTH OF SPIRAL(S)

SYMBOLS

	EXISTING	PROPOSED	EXISTING	PROPOSED
CANTILEVER WITH DUAL SIGNALS			HISTORICAL MILEPOST	
CANTILEVER WITH SIGNALS			RIGHT-OF-WAY	
CITY OR COUNTY BOUNDARY			PARK PROPERTY LINE	
TEMPORARY TRACK CROSSING			LEASE / EASEMENT	
CONCRETE PANELS			GRADING LIMIT FILL	
CROSSING GATE & FLASHING LIGHTS			GRADING LIMIT CUT	
CROSSING GATE			PEDESTRIAN ACCESS TRAIL AND TEMPORARY ACCESS PADS	
FLASHING LIGHTS			SOIL SEPARATION GEOTEXTILE FABRIC	
RAILROAD CROSSING SYMBOL			POINT OF VERTICAL INTERSECTION	
RAILROAD SIGNAL (SINGLE UNIT)			STATION EQUATION SYMBOL	
RAILROAD SIGNAL (TRIPLE UNIT)			TRACK	
SIGNPOST			TRACK TO BE REMOVED	
CL DITCH FLOWLINE			TRACK TO BE UPGRADED	
FENCE			TRACK TO RELOCATED FROM	
POWER POLE			TRACK TO RELOCATE TO	
SURVEY CONTROL POINT			WETLAND DELINEATION FLAG	
MONITORING WELL			WETLANDS	

PROFILE DATA

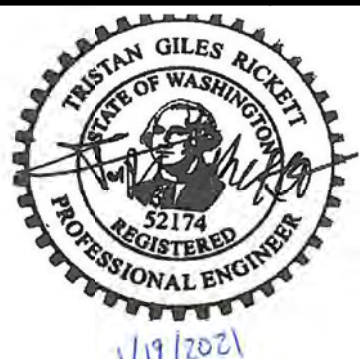


UTILITIES

C&S	COMMUNICATION & SIGNALING	
E	ELECTRIC	
TV	CABLE TELEVISION	
SAN	SANITARY SEWER	
W	WATER	
G	GAS	
T	TELEPHONE	
FO	FIBER OPTIC	
C	CASING	
SD	STORM DRAIN	
OHE	OVERHEAD ELECTRIC	
OHFO	OVERHEAD FIBER OPTIC	

100% SUBMITTAL

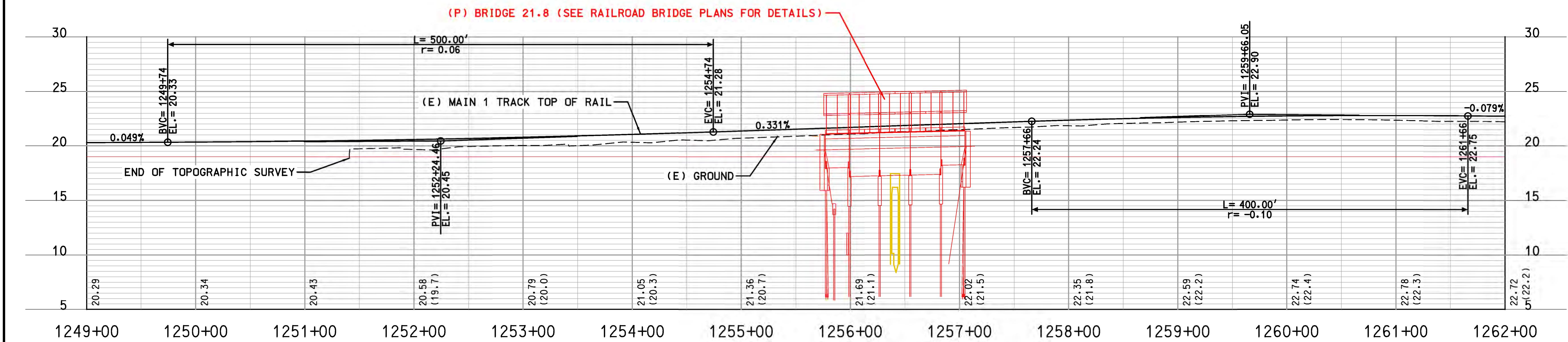
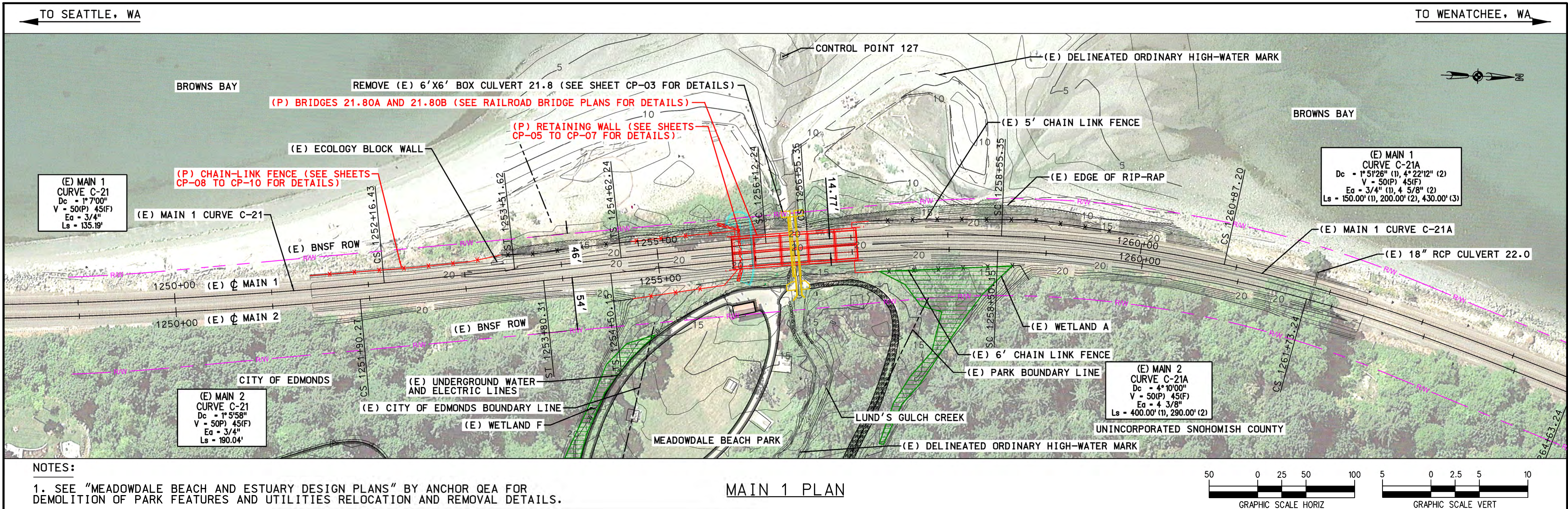
DESIGNED BY	TGR
DRAWN BY	TGR
CHECKED BY	MGQ / LJS
APPROVED BY	MAF
DATE	1/19/2021



BNSF RAILWAY & SNOHOMISH COUNTY  
BNSF SCENIC SUBDIVISION  
MEADOWDALE BEACH PARK RAILROAD BRIDGE  
ABBREVIATIONS AND SYMBOLS

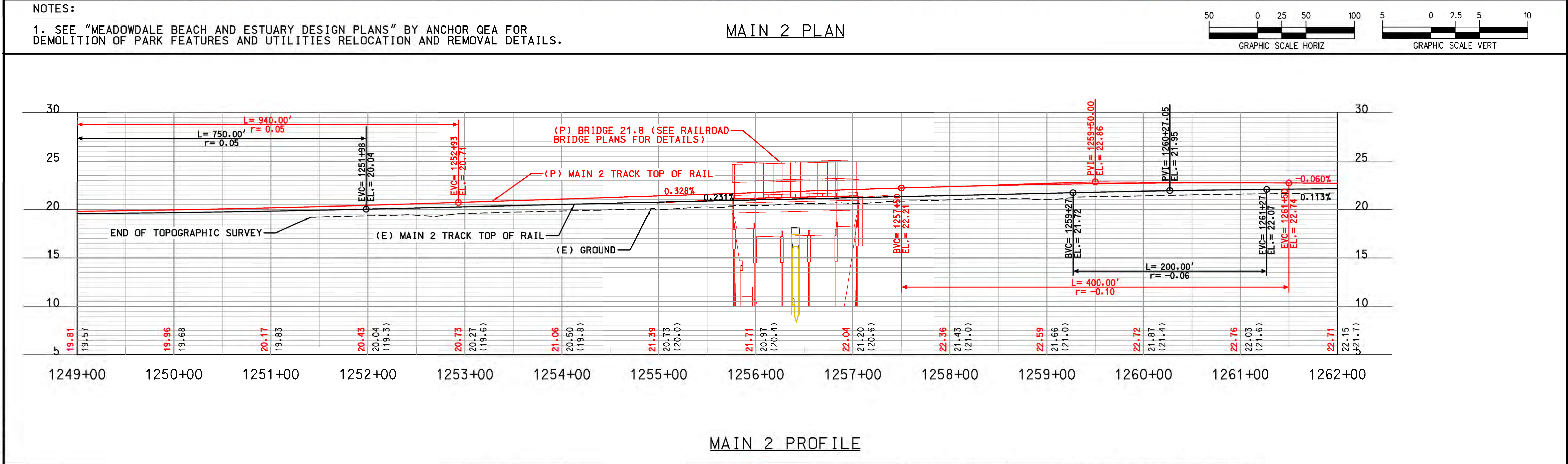
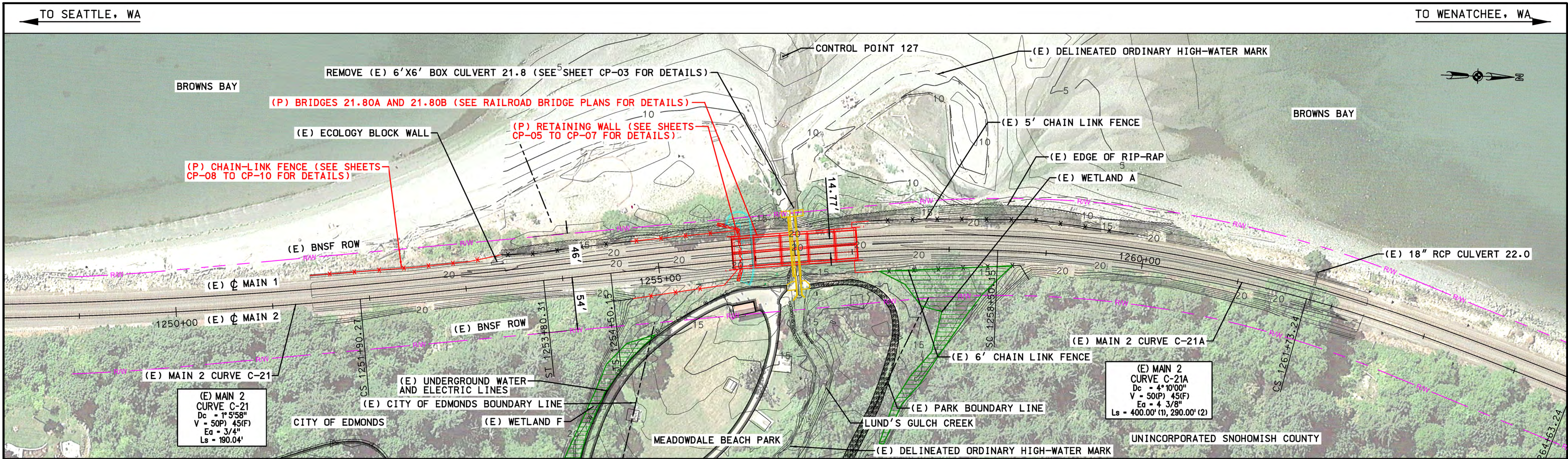
CONTRACT NO.	14L006802
DRAWING NO.	CK-04
REVISION	SHEET NO. 4 OF 17
SCALE	NONE





						DESIGNED BY TGR			<div> Snohomish County Parks and Recreation</div>			<div> BNSF RAILWAY</div>			<div> 1/19/2021</div>			BNSF RAILWAY & SNOHOMISH COUNTY BNSF SCENIC SUBDIVISION MEADOWDALE BEACH PARK RAILROAD BRIDGE TRACK PLAN AND PROFILE – MAIN 1 STA 1251+00 TO STA 1262+00 MP 21.7 TO MP 21.9						CONTRACT NO. 14L006802	
						DRAWN BY TGR												DRAWING NO. RP-01							
						CHECKED BY MGQ / LJS																			
						APPROVED BY MAF									REVISION			SHEET NO. 5 OF 17							
						DATE 1/19/2021									SCALE AS SHOWN										
REV	DATE	DESCRIPTION										BY	SUB	APP											





DESIGNED BY TGR		DRAWN BY TGR		CHECKED BY MGQ / LJS		APPROVED BY MAF		DATE 1/19/2021	
100% SUBMITTAL		Snohomish County Parks and Recreation		HANSON		BNSF RAILWAY		BNSF RAILWAY & SNOHOMISH COUNTY BNSF SCENIC SUBDIVISION MEADOWDALE BEACH PARK RAILROAD BRIDGE TRACK PLAN AND PROFILE - MAIN 2 STA 1251+00 TO STA 1262+00 MP 21.7 TO MP 21.9	
CONTRACT NO. 14L006802		DRAWING NO. RP-02		REVISION 6 OF 17		SCALE AS SHOWN			



P:\ot\_dr\ver+BNSF\_Railway\_pdf\_full\p1cfcg  
Pen\_1cd\er+BNSF\_Railway\_Color.tbl  
F:\er\14\jobs\14L0068\CAD\Rail\Sheet\C-5100-TrackGeometry.dgn  
Date:1/19/2021  
Time:12:41:19 PM

Alignment: Existing Main 1

CURVE NAME	CURVE POINT	BEARING	DISTANCE	STATION	NORTHING	EASTING	CURVE AND SPIRAL DELTAS (DMS)	TOTAL CENTRAL ANGLE (DMS)	DEGREE OF CURVE (CHORD)	RADIUS (FT)	SPIRAL/CURVE LENGTH (FT)	TANGENT LENGTH OF TOTAL CURVE (FT)	SPEED (MPH)	UNBALANCED SUPERELEVATION (IN)	ACTUAL SUPERELEVATION (IN)
(E) MAIN 1 CURVE C-21	PC	N 1°57'24.19" W	0.00	1247+47.58	316,395.69	1,271,952.78	5°14'10.05"	5°59'27.59"	1°07'00.46"	5130.46	468.85 (CURVE)	234.59	50(P) 45(F)	3(P) 2(F)	3/4
	PI			1250+17.47	316,665.43	1,271,943.56									
	CS			1252+16.43	316,862.90	1,271,915.40	0°45'17.54"				135.19 (SPIRAL)				
	ST	N 7°56'51.78" W		1253+51.62	316,996.87	1,271,897.29									
(E) MAIN 1 CURVE C-21A	TS	N 7°56'51.78" W	110.61	1254+62.24	317,106.42	1,271,882.00	1°23'34.52"	27°56'41.89"	1°51'26.32"	34377.48	150.00 (SPIRAL)	20.00	50(P) 45(F)	3(P) 2(F)	3/4
	SC			1256+12.24	317,255.14	1,271,862.46	0°45'02.88"				43.12 (CURVE)				
	CS			1256+55.35	317,298.01	1,271,857.84					200.00 (SPIRAL)				
	SC			1258+55.35	317,497.62	1,271,847.17	6°13'34.20"				4°22'11.98"				
	PI			1259+91.00	317,630.11	1,271,808.88	10°07'54.74"								
	CS			1260+87.20	317,728.15	1,271,869.52									
	ST	N 19°59'50.12" E		1265+17.20	318,139.16	1,271,994.14	9°23'35.56"		430.00 (SPIRAL)						
		POE	N 19°59'50.12" E	543.16	1270+60.36	318,649.57	1,272,179.88								

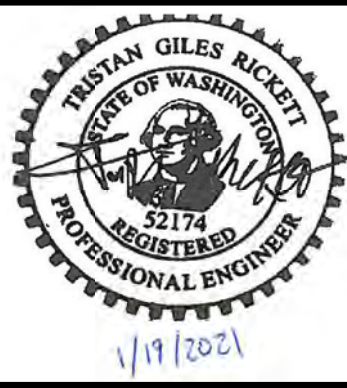
Alignment: Existing Main 2

CURVE NAME	CURVE POINT	BEARING	DISTANCE	STATION	NORTHING	EASTING	CURVE AND SPIRAL DELTAS (DMS)	TOTAL CENTRAL ANGLE (DMS)	DEGREE OF CURVE (CHORD)	RADIUS (FT)	SPIRAL/CURVE LENGTH (FT)	TANGENT LENGTH OF TOTAL CURVE (FT)	SPEED (MPH)	UNBALANCED SUPERELEVATION (IN)	ACTUAL SUPERELEVATION (IN)
(E) MAIN 2 CURVE C-21	PC	N 0°02'23.42" E	0.00	1245+60.91	316,210.82	1,271,970.40	6°55'10.62"	7°57'51.66"	1°05'58.12"	5211.27	629.36 (CURVE)	315.07	50(P) 45(F)	3(P) 2(F)	3/4
	PI			1249+25.77	316,575.68	1,271,970.65									
	CS			1251+90.27	316,838.68	1,271,932.88	1°02'41.05"				190.05 (SPIRAL)				
	ST	N 7°55'28.24" W		1253+80.31	317,027.07	1,271,907.82									
(E) MAIN 2 CURVE C-21A	TS	N 7°55'28.24" W	69.83	1254+50.15	317,096.24	1,271,898.19	8°19'53.39"	27°50'01.88"	4°10'00.00"	1375.4	400.00 (SPIRAL)	162.33	50(P) 45(F)	3(P) 2(F)	3/4
	SC			1258+50.15	317,494.25	1,271,862.34	13°27'43.28"				323.09 (CURVE)				
	PI			1259+87.10	317,628.06	1,271,824.16									
	CS			1261+73.24	317,814.17	1,271,902.40									
	ST	N 19°54'33.63" E		1264+63.24	318,090.00	1,271,991.47	6°02'25.21"				430.00 (SPIRAL)				
	POE	N 19°54'33.63" E	570.30	1270+33.53	318,626.21	1,272,185.67									

REV	DATE	DESCRIPTION			BY SUB APP

100% SUBMITTAL

DESIGNED BY	TGR
DRAWN BY	TGR
CHECKED BY	MGQ / LJS
APPROVED BY	MAF
DATE	1/19/2021

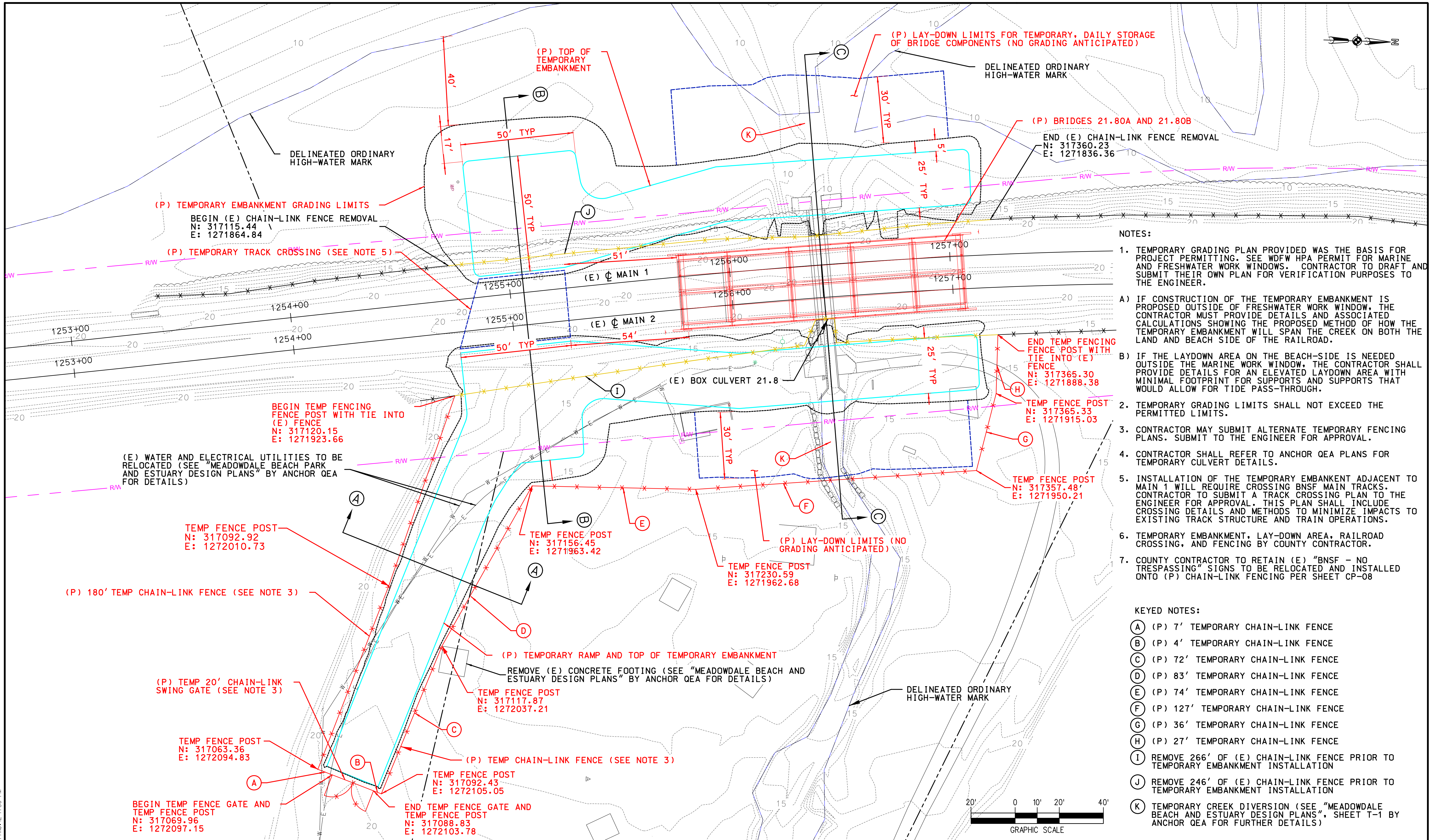


BNSF RAILWAY & SNOHOMISH COUNTY  
BNSF SCENIC SUBDIVISION  
MEADOWDALE BEACH PARK RAILROAD BRIDGE  
TRACK GEOMETRY DATA

CONTRACT NO.		14L006802
DRAWING NO.		RC-01
REVISION	SHEET NO. 7 OF 17	
SCALE		NONE


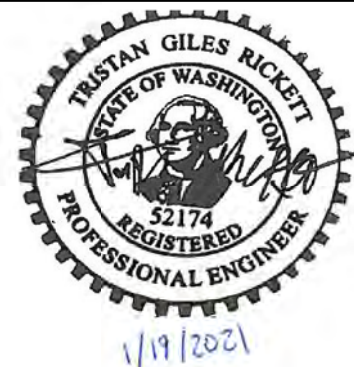




P:\ot\_dr\ver-BNSF\_Railway.pdf\_full.plt.ctg  
Pen 1:001:14:0068 CAD\Rail\Sheet\G-7003-TempGradingPlan.dgn  
Date: 1/19/2021  
Time: 12:41:30 PM



- NOTES:**
1. TEMPORARY GRADING PLAN PROVIDED WAS THE BASIS FOR PROJECT PERMITTING. SEE WDFW HPA PERMIT FOR MARINE AND FRESHWATER WORK WINDOWS. CONTRACTOR TO DRAFT AND SUBMIT THEIR OWN PLAN FOR VERIFICATION PURPOSES TO THE ENGINEER.
  2. TEMPORARY GRADING LIMITS SHALL NOT EXCEED THE PERMITTED LIMITS.
  3. CONTRACTOR MAY SUBMIT ALTERNATE TEMPORARY FENCING PLANS. SUBMIT TO THE ENGINEER FOR APPROVAL.
  4. CONTRACTOR SHALL REFER TO ANCHOR QEA PLANS FOR TEMPORARY CULVERT DETAILS.
  5. INSTALLATION OF THE TEMPORARY EMBANKMENT ADJACENT TO MAIN 1 WILL REQUIRE CROSSING BNSF MAIN TRACKS. CONTRACTOR TO SUBMIT A TRACK CROSSING PLAN TO THE ENGINEER FOR APPROVAL. THIS PLAN SHALL INCLUDE CROSSING DETAILS AND METHODS TO MINIMIZE IMPACTS TO EXISTING TRACK STRUCTURE AND TRAIN OPERATIONS.
  6. TEMPORARY EMBANKMENT, LAY-DOWN AREA, RAILROAD CROSSING, AND FENCING BY COUNTY CONTRACTOR.
  7. COUNTY CONTRACTOR TO RETAIN (E) "BNSF - NO TRESPASSING" SIGNS TO BE RELOCATED AND INSTALLED ONTO (P) CHAIN-LINK FENCING PER SHEET CP-08.

- KEYED NOTES:**
- (A) (P) 7' TEMPORARY CHAIN-LINK FENCE
  - (B) (P) 4' TEMPORARY CHAIN-LINK FENCE
  - (C) (P) 72' TEMPORARY CHAIN-LINK FENCE
  - (D) (P) 83' TEMPORARY CHAIN-LINK FENCE
  - (E) (P) 74' TEMPORARY CHAIN-LINK FENCE
  - (F) (P) 127' TEMPORARY CHAIN-LINK FENCE
  - (G) (P) 36' TEMPORARY CHAIN-LINK FENCE
  - (H) (P) 27' TEMPORARY CHAIN-LINK FENCE
  - (I) REMOVE 266' OF (E) CHAIN-LINK FENCE PRIOR TO TEMPORARY EMBANKMENT INSTALLATION
  - (J) REMOVE 246' OF (E) CHAIN-LINK FENCE PRIOR TO TEMPORARY EMBANKMENT INSTALLATION
  - (K) TEMPORARY CREEK DIVERSION (SEE "MEADOWDALE BEACH AND ESTUARY DESIGN PLANS", SHEET T-1 BY ANCHOR QEA FOR FURTHER DETAILS)

						DESIGNED BY <i>TGR</i>			<div> Snohomish County Parks and Recreation</div>			<div></div>			<div>BNSF RAILWAY &amp; SNOHOMISH COUNTY BNSF SCENIC SUBDIVISION MEADOWDALE BEACH PARK RAILROAD BRIDGE TEMPORARY GRADING &amp; FENCING REMOVAL PLAN</div>			CONTRACT NO. 14L006802	
						DRAWN BY <i>TGR</i>												DRAWING NO. CP-01	
						CHECKED BY <i>MGQ / LJS</i>			<div> HANSON</div> <div> BNSF RAILWAY</div>			REVISION		SHEET NO. 8 OF 17					
						APPROVED BY <i>MAF</i>						SCALE AS SHOWN							
						DATE <i>1/19/2021</i>													
REV	DATE	DESCRIPTION				BY	SUB	APP											



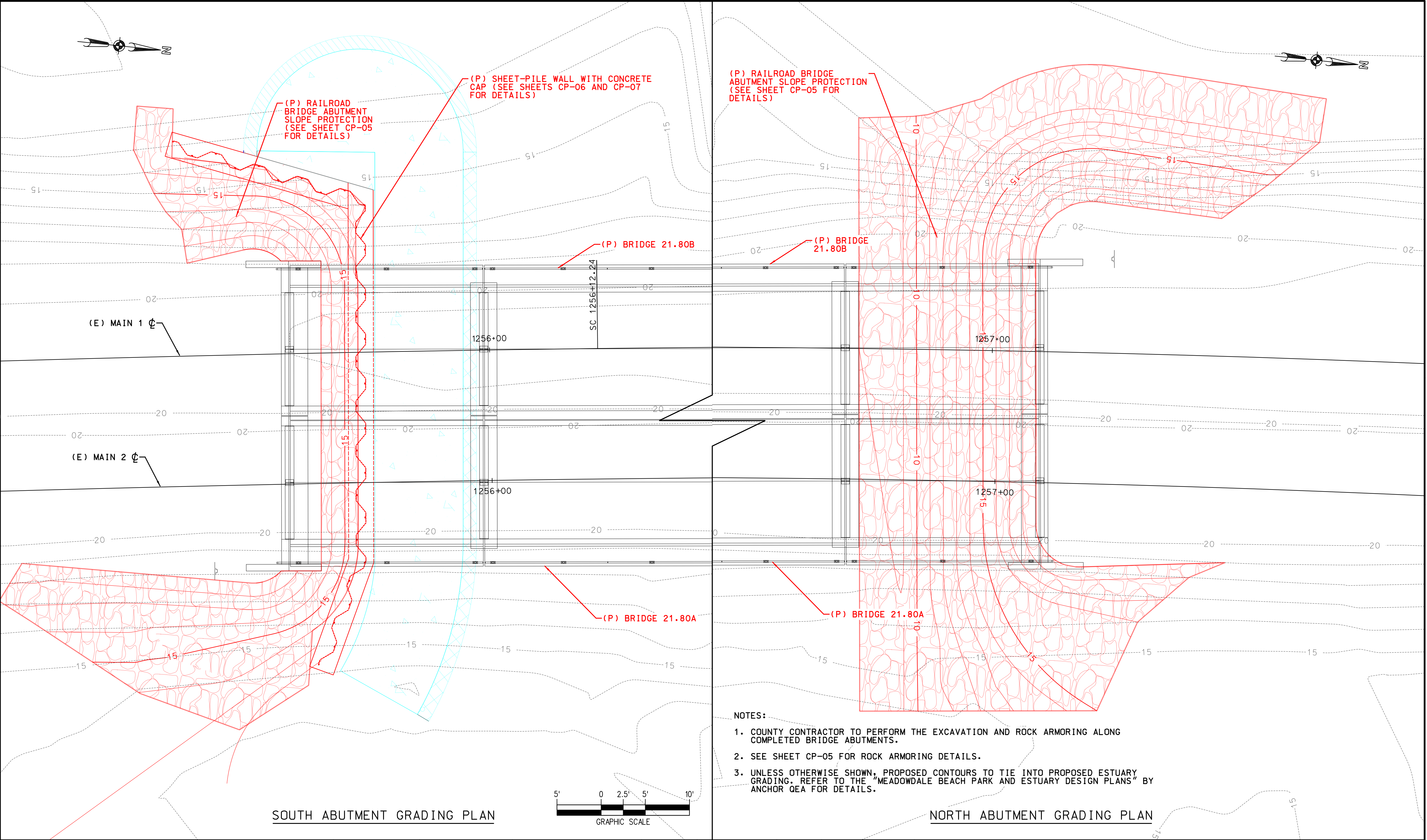








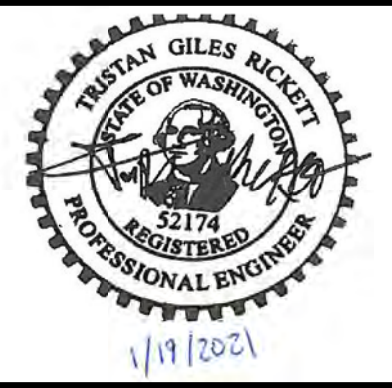
P:\ot\_dr\ver\BNSF\_Railway\_pdf\_full\pic1g  
Pen\_1.tbl;BNSF\_Railway\_Color.tbl  
F:\er\14\jobs\14L0068\CAD\Rail\Sheet\14L0068-AbutmentApron.dgn  
Date: 1/19/2021  
Time: 12:41:39 PM



100% SUBMITTAL		REV	DATE	DESCRIPTION	BY	SUB	APP

DESIGNED BY	TGR
DRAWN BY	MDS
CHECKED BY	MGQ / LJS
APPROVED BY	MAF
DATE	1/19/2021

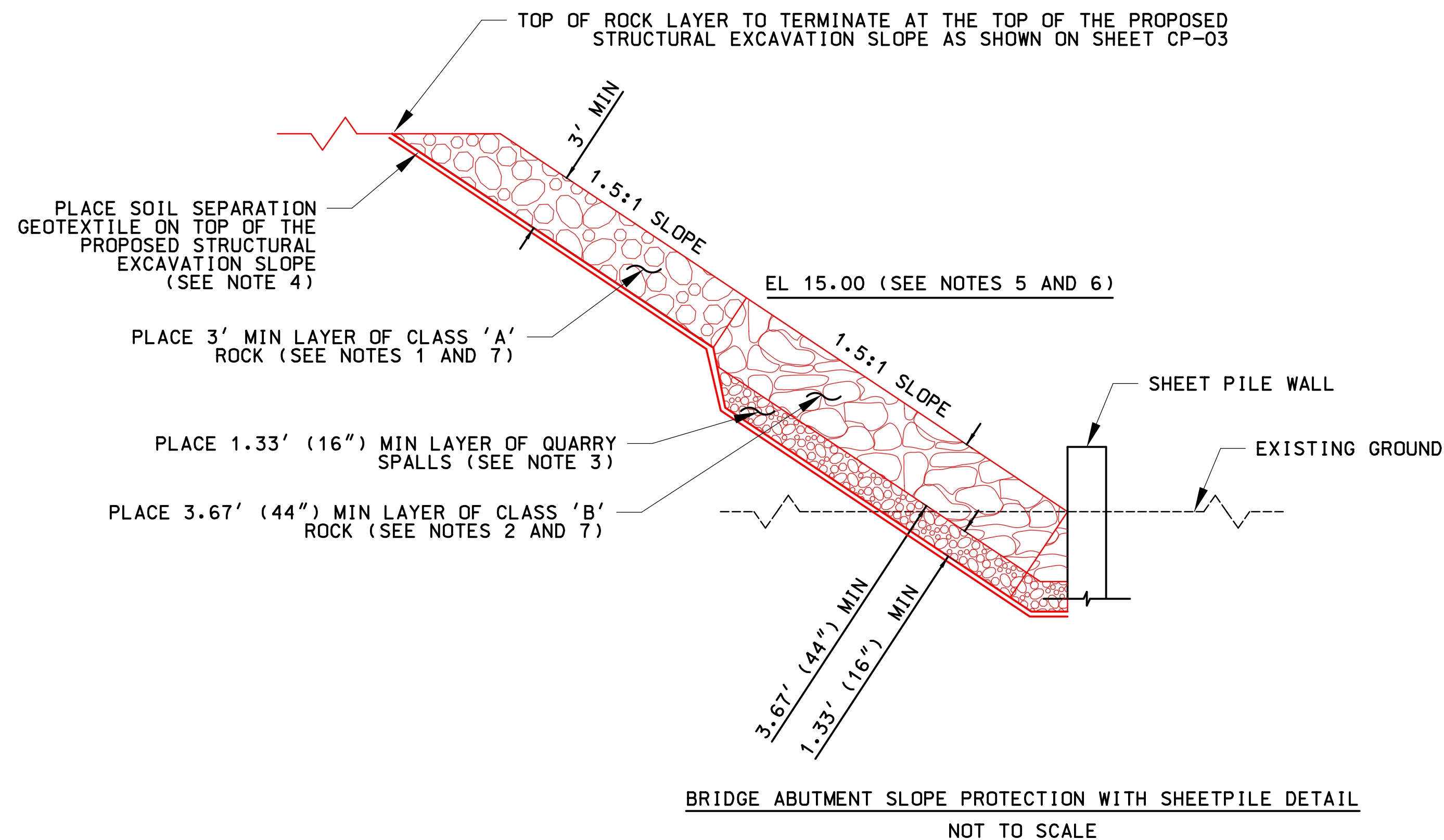




BNSF RAILWAY & SNOHOMISH COUNTY  
BNSF SCENIC SUBDIVISION  
MEADOWDALE BEACH PARK RAILROAD BRIDGE  
ABUTMENT GRADING PLANS  
SHEET 01 OF 01

CONTRACT NO. 14L006802	
DRAWING NO. CP-04	
REVISION	SHEET NO. 11 OF 17
SCALE AS SHOWN	





1. MATERIAL FOR THE WSDOT CLASS 'A' ROCK FOR EROSION AND SCOUR PROTECTION SHALL CONFORM TO WSDOT STANDARD SPECIFICATION 9-13.4(2)
2. MATERIAL FOR THE WSDOT CLASS 'B' ROCK FOR EROSION AND SCOUR PROTECTION SHALL CONFORM TO WSDOT STANDARD SPECIFICATION 9-13.4(2)
3. MATERIAL FOR THE QUARRY SPALL ROCK SHALL CONFORM TO WSDOT STANDARD SPECIFICATION 9-13.1(5)
4. GEOTEXTILE FOR SOIL SEPARATION MATERIAL REQUIREMENTS SHALL CONFORM TO WSDOT STANDARD SPECIFICATION 9-33.2(1), TABLE 3 OR BE ON THE WSDOT QUALIFIED PRODUCTS LIST
5. ROCK ARMORING ABOVE ELEVATION 15.00 SHALL CONSIST OF THE 3' MIN LAYER OF THE WSDOT CLASS 'A' ROCK PER THE DETAILS ON THIS SHEET
6. ROCK ARMORING BELOW ELEVATION 15.00 SHALL CONSIST OF THE 3.37' MIN LAYER OF THE WSDOT CLASS 'B' ROCK AND 1.67' MIN QUARRY-SPALL LAYER PER THE DETAILS ON THIS SHEET
7. CONTRACTOR MAY SUBMIT ALTERNATE ROCK MATERIAL IF THERE ARE CONSTRUCTABILITY CONSTRAINTS UNDER THE PROPOSED BRIDGE; MATERIAL SHALL BE APPROVED BY ENGINEER

				DESIGNED BY <i>TGR</i>		 Snohomish County Parks and Recreation		 <i>1/19/2021</i>		BNSF RAILWAY & SNOHOMISH COUNTY BNSF SCENIC SUBDIVISION MEADOWDALE BEACH PARK RAILROAD BRIDGE EMBANKMENT ARMORING DETAILS SHEET 01 OF 01				CONTRACT NO. 14L006802			
				DRAWN BY <i>MDS</i>										DRAWING NO. CP-05			
				CHECKED BY <i>MGQ / LJS</i>													
				APPROVED BY <i>MAF</i>		 HANSON		 BNSF RAILWAY						REVISION		SHEET NO. 12 OF 17	
				DATE <i>1/19/2021</i>										SCALE			
100% SUBMITTAL																	
REV	DATE	DESCRIPTION		BY	SUB	APP											

1. SHEET PILES SHALL BE HOT-ROLLED SECTIONS AND CONFORM TO THE REQUIREMENTS OF ASTM A572 GR 50 OR APPROVED EQUAL. COLD FORMED SHEET PILE SECTIONS WILL NOT BE CONSIDERED FOR THIS PROJECT.
2. THE SHEET PILING SHALL BE NEW MATERIAL, IDENTIFIABLE, IN GOOD CONDITION FREE OF BENDS AND OTHER STRUCTURAL DEFECTS. THE INTERLOCKS MUST BE FREE SLIDING, PROVIDE A SWING ANGLE SUITABLE FOR THE INTENDED INSTALLATION, BUT NOT LESS THAN 6 DEGREES WHEN INTERLOCKED. THE SHEETS SHALL MAINTAIN CONTINUOUS INTERLOCKING WHEN INSTALLED THROUGHOUT THEIR ENTIRE LENGTH.
3. SHEET PILES SHALL BE SHOP FABRICATED SUCH THAT NO FIELD WELDING IS REQUIRED. SHEET PILES SHALL BE SUPPLIED AND DRIVEN WITHOUT SPLICES.
4. SEE "MEADOWDALE BEACH PARK AND ESTUARY DESIGN PLANS" BY ANCHOR OEA, INC. FOR PEDESTRIAN TRAIL DETAILS AND ELEVATIONS, EDGEWALL DETAILS, AND CHANNEL GRADING.
5. SEE "MEADOWDALE RAILROAD BRIDGE - STRUCTURAL PLANS" FOR SUGGESTED CONSTRUCTION SEQUENCING FOR THE SHEET-PILE WALL.
6. ADD 1-INCH DIAMETER WEEP HOLES AT 5-FOOT SPACING ALONG THE SHEET-PILE WALL OR AS DIRECTED BY THE ENGINEER.
7. COORDINATE REMOVAL OF TEMPORARY SOIL RETENTION SYSTEM PRIOR TO INSTALLING SHEET-PILE WALL

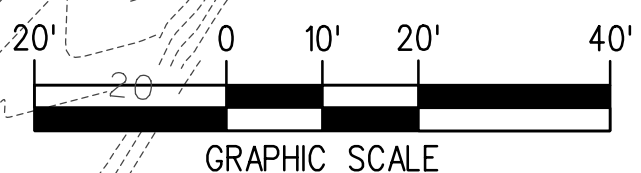


CONTRACT NO.		14L006802	
DRAWING NO.		CP-06	
REVISION		SHEET NO.	13 OF 17
SCALE		NONE	





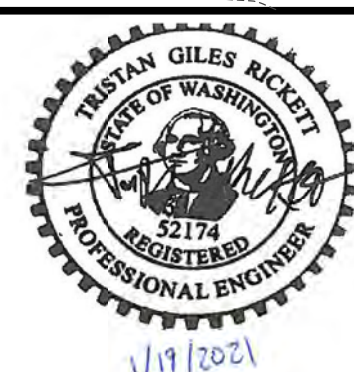




1. SEE SHEET CP-01 FOR CHAIN-LINK FENCE REMOVALS AND TEMPORARY FENCING IN SUPPORT OF RAILROAD BRIDGE CONSTRUCTION
2. CONTRACTOR TO RELOCATE (E) "BNSF - NO TRESPASSING" SIGNS REMOVED DURING FENCING REMOVAL AND INSTALL THESE SIGNS ON (P) CHAIN-LINK FENCING AS DIRECTED BY THE ENGINEER.
3. FENCE LOCATION MAY BE FIELD ADJUSTED AS APPROVED BY THE ENGINEER TO ACCOMMODATE CONCRETE FOOTINGS AROUND GRAVITY BLOCK, ROCKING ARMORING, AND OTHER OBSTRUCTIONS

# 100% SUBMITTAL

DESIGNED BY	TGR
DRAWN BY	TGR
CHECKED BY	MGQ / LJS
APPROVED BY	MAF
DATE	1/19/2021

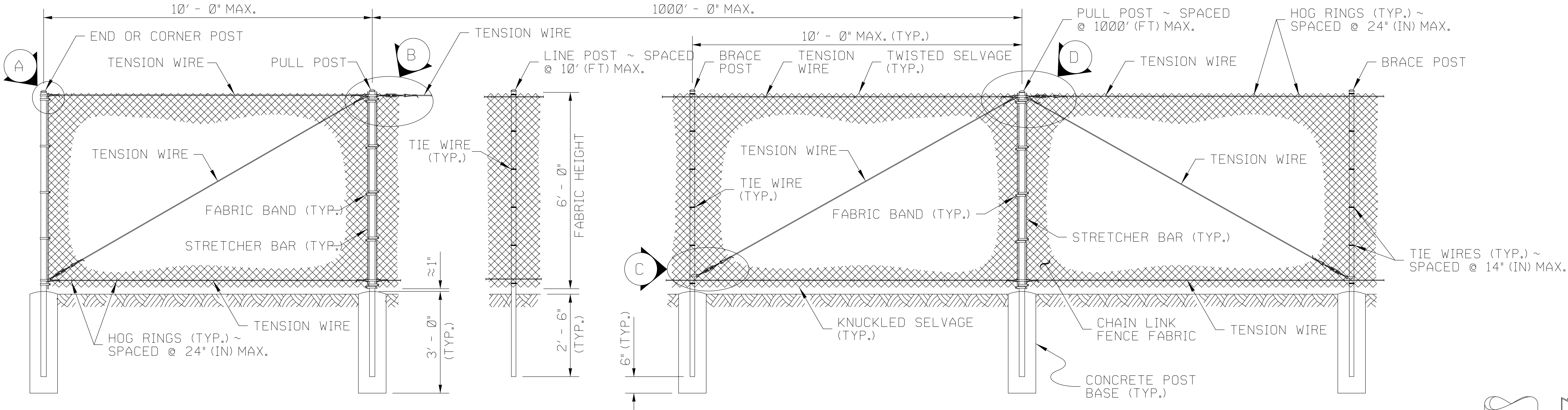


BNSF RAILWAY & SNOHOMISH COUNTY  
BNSF SCENIC SUBDIVISION  
MEADOWDALE BEACH PARK RAILROAD BRIDGE  
FENCING PLAN

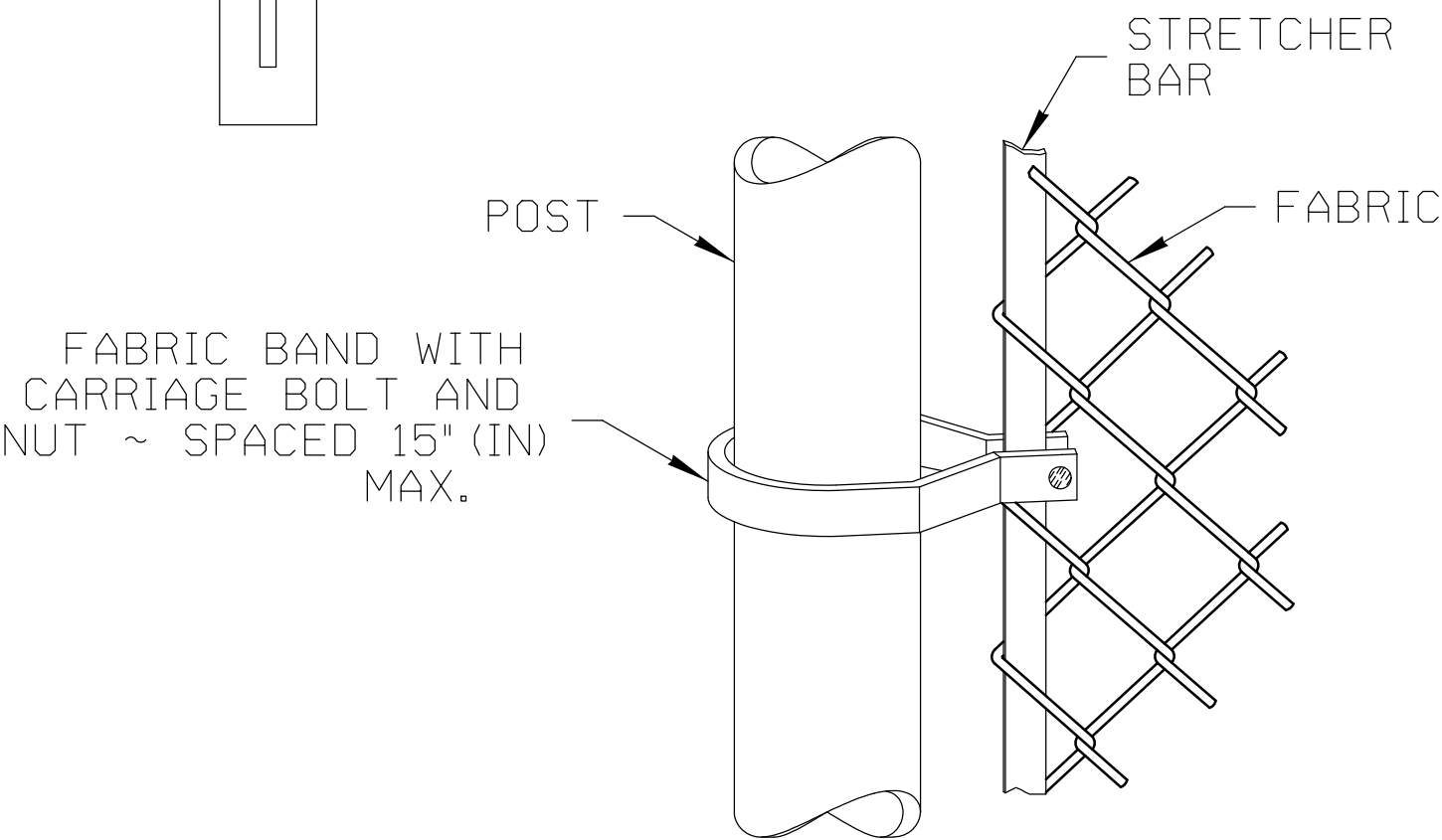
CONTRACT NO.		14L006802	
DRAWING NO.		CP-08	
REVISION		SHEET NO.	
		15 OF 17	
SCALE		AS SHOWN	



P:\ot\_dr\ver+BNSF\_Railway\_pdf\_full\plcfcg  
Pen\_1cd\ref+BNSF\_Railway\_Color.tbl  
F:\er\14\jobs\14L0068\CAD\Rail\Sheet\c-5004-FencingDetails.dgn  
Date: 1/19/2021  
Time: 12:41:59 PM

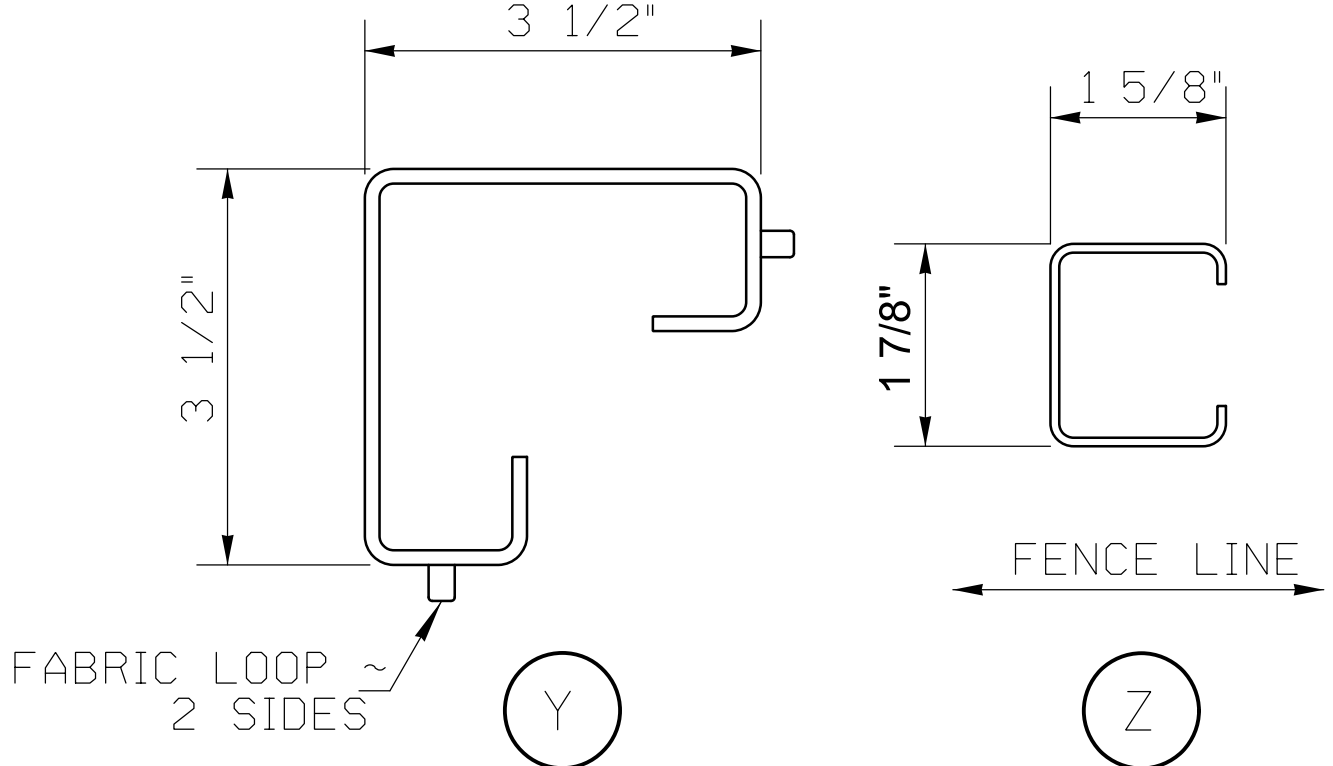


WSDOT TYPE 3 CHAIN-LINK FENCE



METHOD OF FASTENING STRETCHER BAR TO POST

POST AND RAIL SPECIFICATIONS			
POST	PIPE	ROLL FORMED	
	NOM. SIZE (SCH. 40) I.D.	SECTION	WEIGHT (lb/ft)
END, CORNER, OR PULL POST	2 1/2" DIAM.	Y	5.10
LINE OR BRACE POST	2" DIAM.	Z	1.85

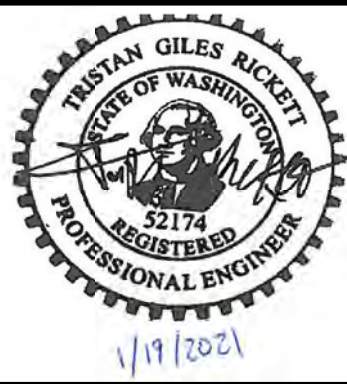


NOTES

- ALL CONCRETE POST BASES SHALL BE 10" (IN) MINIMUM DIAMETER, 3,000 PSI MINIMUM AT 28 DAYS, AND ADHERE TO WSDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION 6-02.3(2)B.
- ALONG THE TOP AND BOTTOM, USING HOG RINGS, FASTEN THE CHAIN LINK FENCE FABRIC TO THE TENSION WIRE WITHIN THE LIMITS OF THE FIRST FULL FABRIC WEAVE.
- DETAILS ARE ILLUSTRATIVE AND SHALL NOT LIMIT HARDWARE DESIGN OR POST SELECTION OF ANY PARTICULAR FENCE TYPE.
- FENCING SHALL BE USED FOR SECURITY AND BOUNDARY DELINEATION ONLY.
- FOR WSDOT TYPE 3 CHAIN-LINK FENCE, THE CHAIN LINK FABRIC SHALL CONSIST OF 11-GAGE WIRE AS PER WSDOT SPECIFICATION STANDARD 9-16.1(1)B.
- FOR WSDOT TYPE 3 CHAIN-LINK FENCE, THE CHAIN LINK GATES SHALL BE CONSTRUCTED IN ACCORDANCE TO WSDOT STANDARD SPECIFICATION 9-16.1(1)E.

REV	DATE	DESCRIPTION	BY	SUB	APP
100% SUBMITTAL					

DESIGNED BY	TGR
DRAWN BY	TGR
CHECKED BY	MGQ / LJS
APPROVED BY	MAF
DATE	1/19/2021

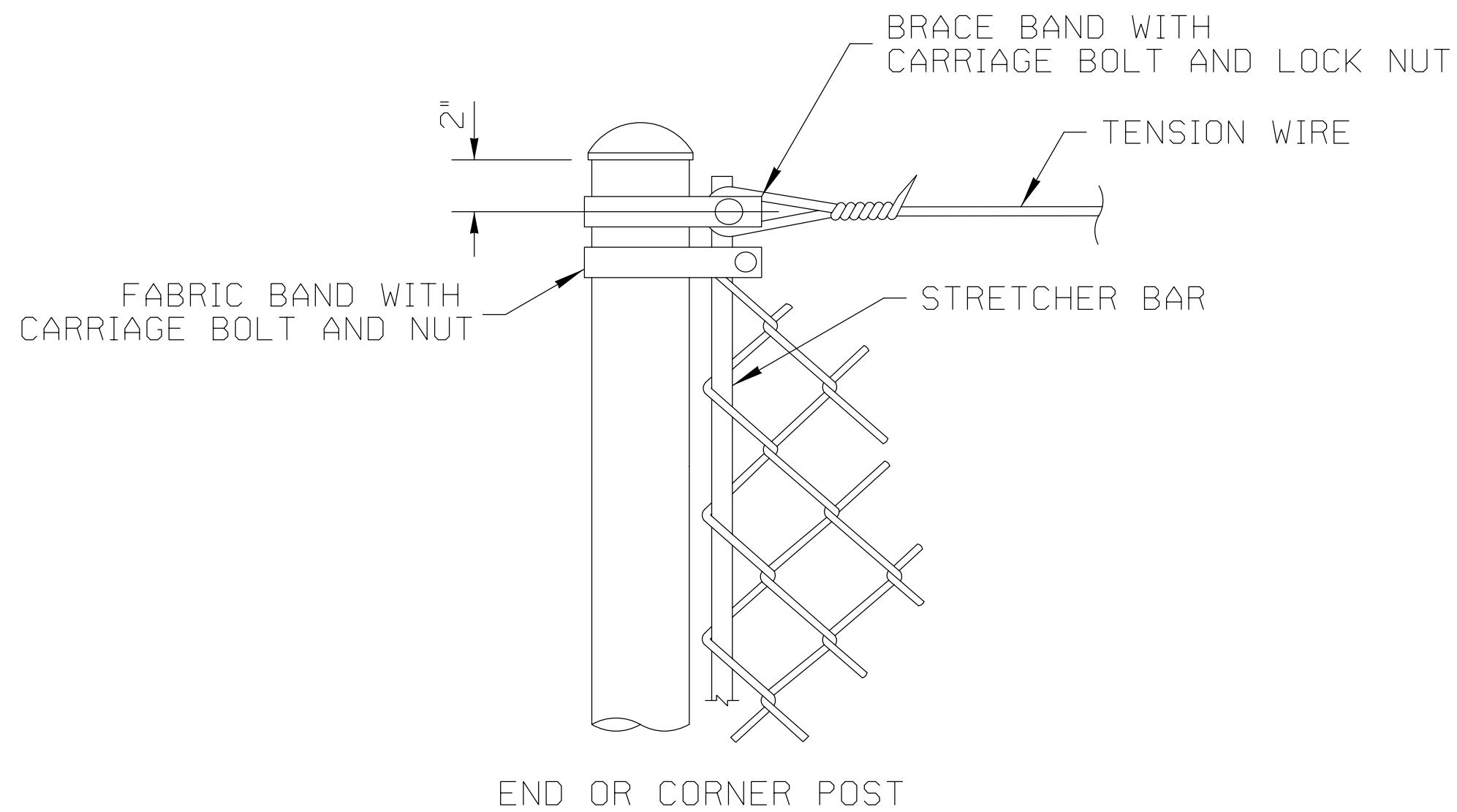


BNSF RAILWAY & SNOHOMISH COUNTY  
BNSF SCENIC SUBDIVISION  
MEADOWDALE BEACH PARK RAILROAD BRIDGE  
FENCING DETAILS  
SHEET 01 OF 02

CONTRACT NO.	14L006802
DRAWING NO.	CP-09
REVISION	SHEET NO. 16 OF 17
SCALE	NONE

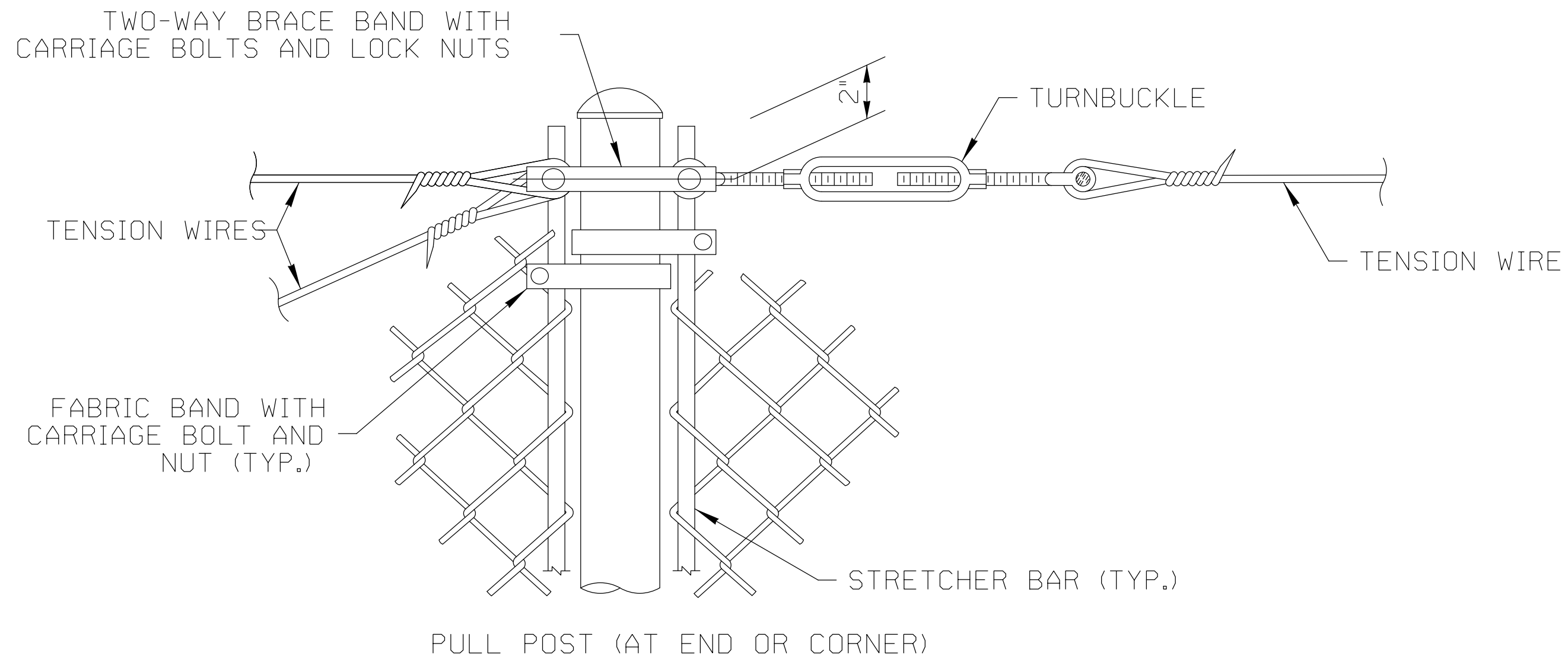


P:\ot\_dr\ver+BNSF\_Railway\_pdf\_full\picfg  
Pen\_1.tbl  
F:\er\14\jobs\14L0068\CAD\Rail\Sheet\14L0068-FencingDetails.dgn  
Date: 1/19/2021  
Time: 12:42:01 PM



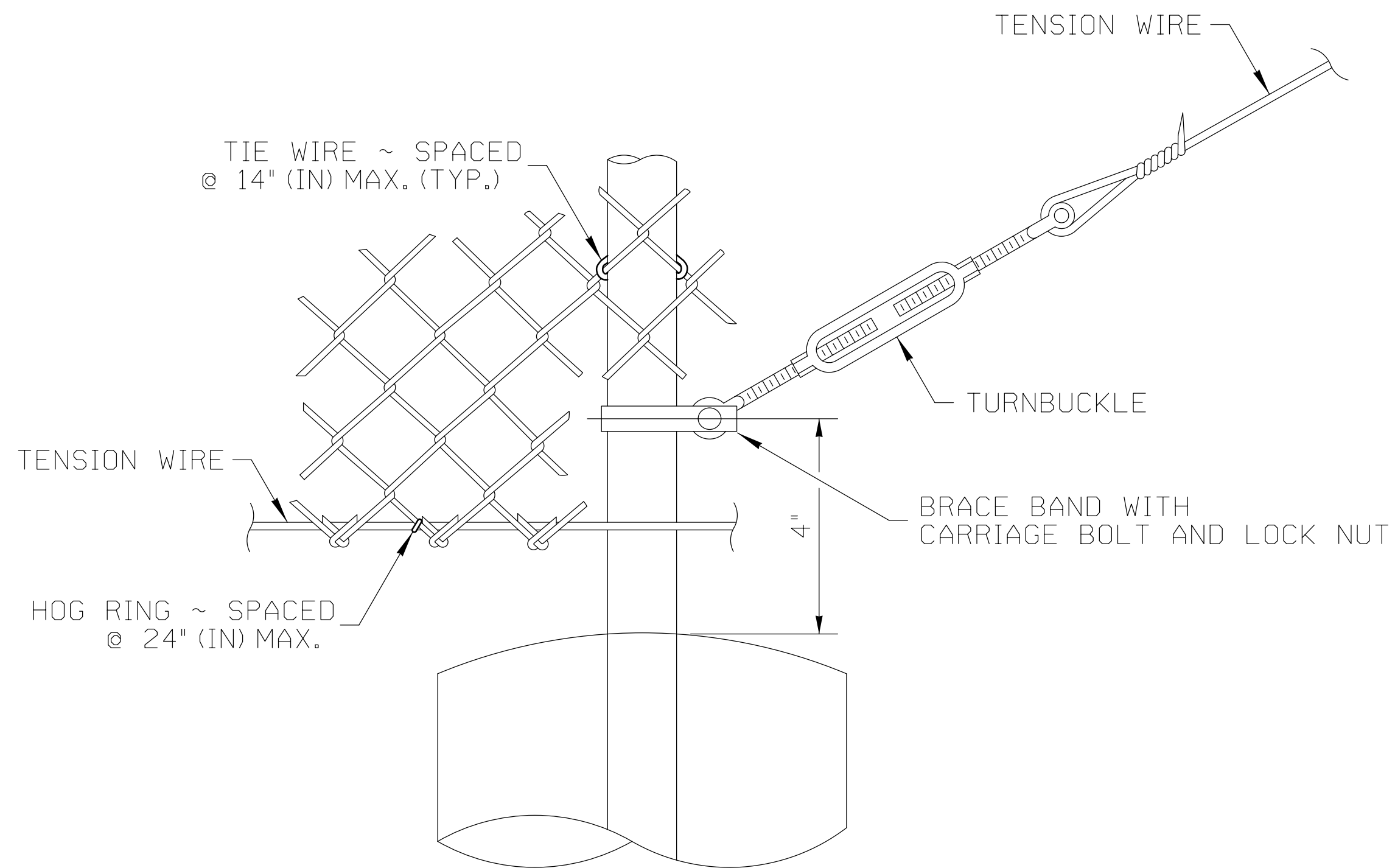
END OR CORNER POST

DETAIL A



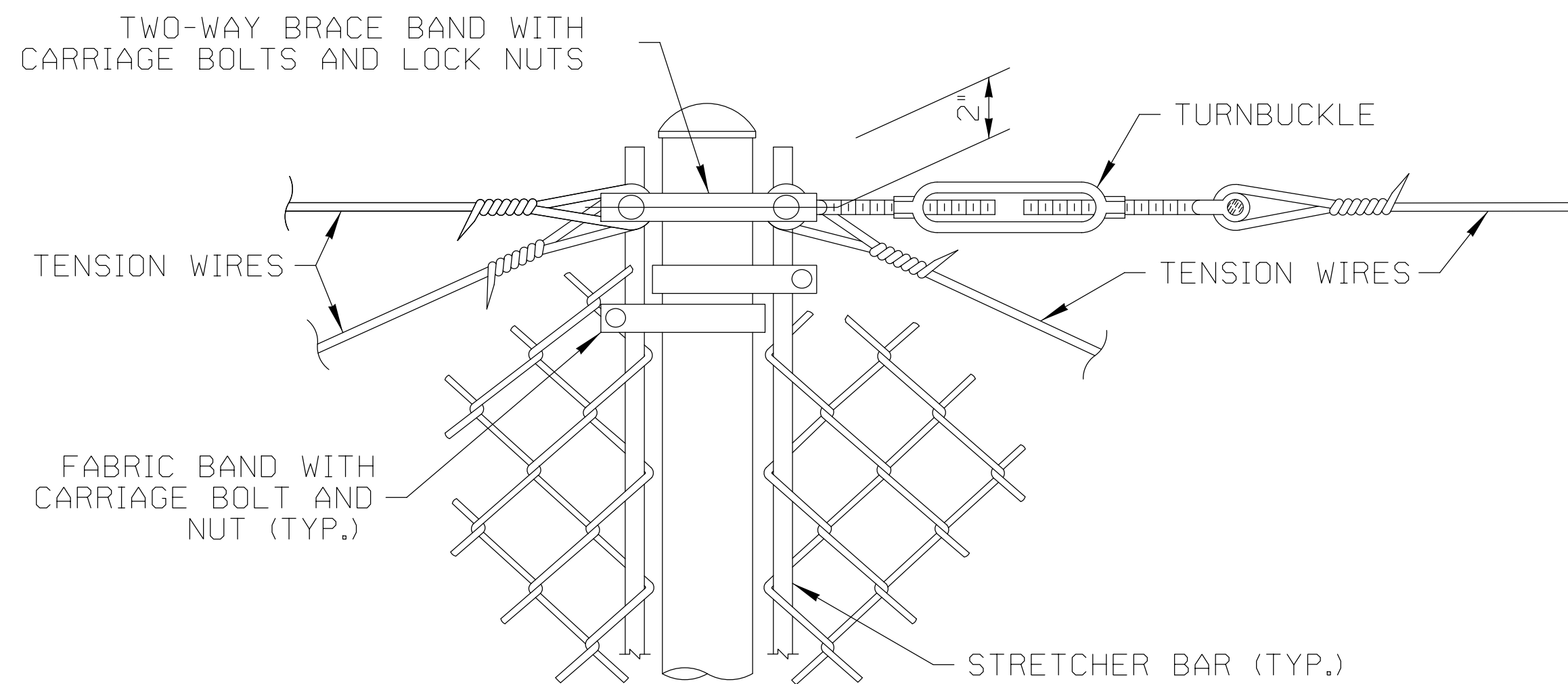
PULL POST (AT END OR CORNER)

DETAIL B



BRACE POST

DETAIL C



PULL POST (WITHIN RUN)

DETAIL D

DESIGNED BY	TGR
DRAWN BY	TGR
CHECKED BY	MGQ / LJS
APPROVED BY	MAF
DATE	1/19/2021



BNSF RAILWAY & SNOHOMISH COUNTY  
BNSF SCENIC SUBDIVISION  
MEADOWDALE BEACH PARK RAILROAD BRIDGE  
FENCING DETAILS  
SHEET 02 OF 02

CONTRACT NO.	14L006802
DRAWING NO.	CP-10
REVISION	SHEET NO. 17 OF 17
SCALE	NONE

100% SUBMITTAL

REV	DATE	DESCRIPTION	BY	SUB	APP
-----	------	-------------	----	-----	-----







SECTION 5, TOWNSHIP 27 N., RANGE 4 E

NOTES:

1. HORIZONTAL DATUM: WASHINGTON STATE PLANE NORTH ZONE, NAD 83, U.S. FEET.
2. VERTICAL DATUM: NAVD 88
3. DRAWINGS ARE INTENDED TO BE VIEWED IN COLOR. SOME INFORMATION WILL BE LOST WITH BLACK AND WHITE VIEWING.
4. PATHWAY WIDENING TO 10 FEET REQUIRES WORK ON ADJACENT PROPERTY. OBTAINING AN EASEMENT FOR THIS WORK IS UNDERWAY AND WILL BE COMPLETED PRIOR TO CONSTRUCTION START DATE.
5. CONTRACTOR SHALL PROVIDE CONTINUOUS UTILITY SERVICE AND DRIVEWAY ACCESS TO RANGER RESIDENCE.

LEGEND:

- PARK BOUNDARY
- PROJECT BOUNDARY
- 12" BEACH SAND/GRAVEL
- LARGE WOODY DEBRIS
- ROCK ARMORING
- STREAMBED AND SWALE COBBLES
- CRUSHED ROCK PATH OR TRENCH
- ASPHALT PAVEMENT
- CONCRETE PATH/PAD
- PEDESTRIAN BRIDGE
- BOARDWALK PATH
- PICNIC TABLE
- BENCH
- RIPARIAN ENHANCEMENT PLANTING
- RIPARIAN PLANTING
- FRESHWATER WETLAND PLANTING
- TIDAL MARSH PLANTING
- BACKSHORE BEACH PLANTING
- LAWN
- ROCK-LINED SWALE
- WILDLIFE TREE SNAGS
- 10 PROPOSED CONTOUR
- PROPOSED CLEARING LIMITS
- PROPOSED STORMWATER PIPE
- TREE TO REMAIN
- EXISTING WETLAND TO BE PROTECTED
- WETLAND BUFFER
- EXISTING ORDINARY HIGH WATER MARK (OHWM)
- REINFORCED TURF
- SPIRAL NAIL ROAD REINFORCEMENT
- PAVEMENT TO BE REMOVED AND REPLACED
- GRIND AND OVERLAY EXISTING PAVEMENT
- GABION WALL

0 30 60  
SCALE IN FEET



COMPOSITE SITE PLAN NOTES:

1. COMPOSITE SITE PLANS ARE PROVIDED FOR REFERENCE ONLY AND NOT FOR BIDDING AND CONSTRUCTION. SEE OTHER SUBSEQUENT SHEETS FOR MORE DETAILED INFORMATION TO BE USED FOR BIDDING AND CONSTRUCTION.
2. FOR EXISTING PROPERTY BOUNDARIES, EASEMENTS, EXISTING CONTOURS, DRAINAGE, TOPOGRAPHIC FEATURES, AND STRUCTURES, SEE DRAWINGS EC-1 THROUGH EC-3.
3. FOR PROPOSED CONTOURS, CUT, FILL, AND GRADING FEATURES, SEE DRAWINGS C-1 THROUGH C-3.
4. FOR TREE REMOVAL AND PROTECTION, SEE DRAWINGS D-1, THROUGH D-3.
5. FOR TEMPORARY EROSION CONTROL MEASURES, SEE DRAWINGS T-1 THROUGH T-3.
6. FOR GRADING, SOIL SPECIFICATIONS, AND COMPACTION REQUIREMENTS, SEE DRAWINGS C-1 THROUGH C-7 AND THE SPECIFICATIONS.
7. FOR PLANTING, SEE DRAWINGS L-1 THROUGH L-4.

APPROVED FOR CONSTRUCTION  
R/W PERMIT NO. NA  
DATE 10/29/2020  
PFN: 19-103913LDA

100% CONSTRUCTION DRAWINGS/BID SET



REVISIONS					DESCRIPTION
REV	DATE	BY	APP'D		

DESIGNED BY: PH  
DRAWN BY: CH/TG  
CHECKED BY: DR  
APPROVED BY: PH  
SCALE: 1" = 30'  
DATE: SEPTEMBER 2020

MEADOWDALE BEACH PARK  
AND ESTUARY DESIGN  
PFN 19-103913LDA

COMPOSITE SITE PLAN (2 OF 3)

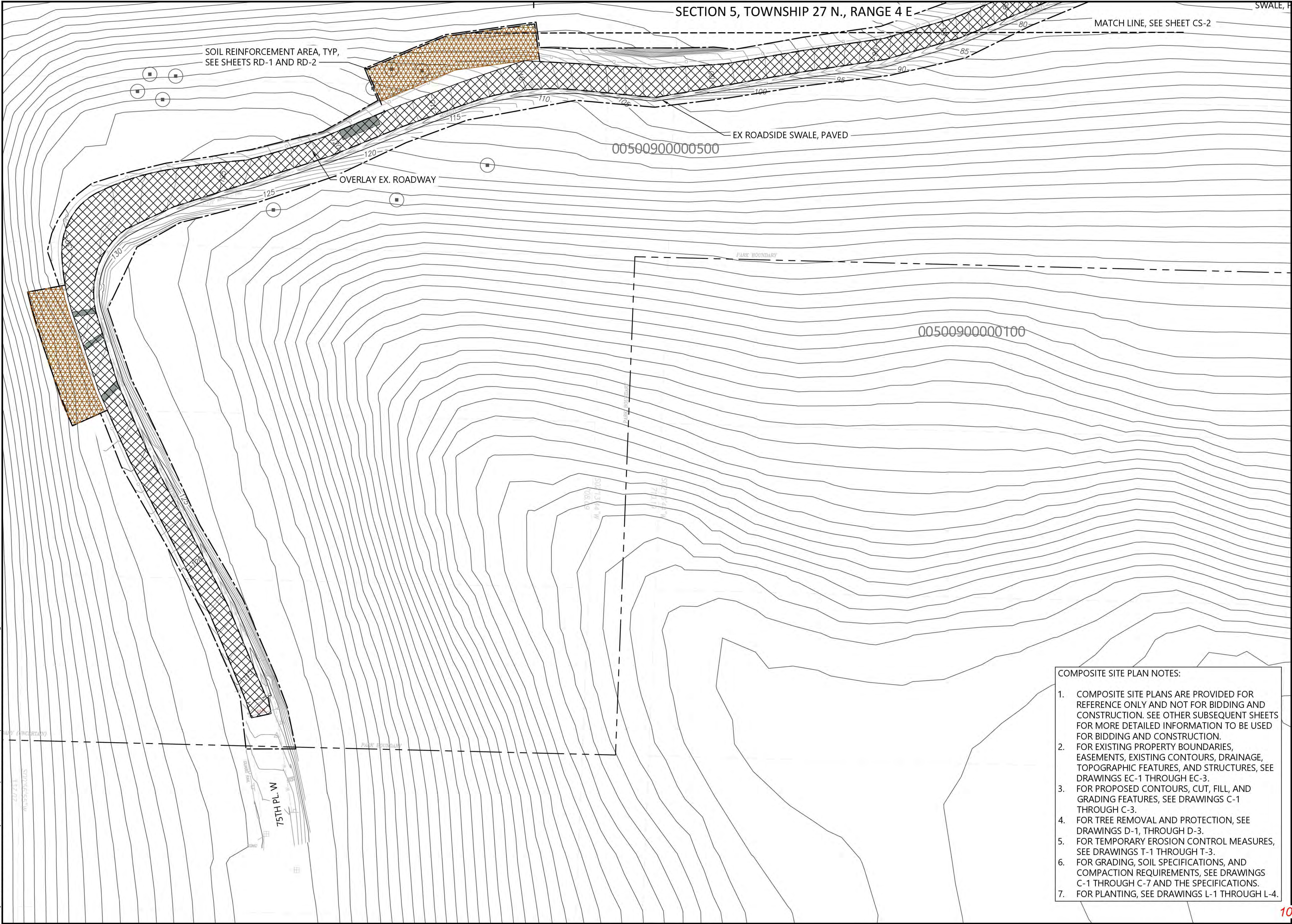
CS-2

SHEET # 4 OF 81

Sep 15, 2020 8:54am chevet k:\Projects\0723-snohomish-county\meadowdale-park\construction-plans\0723-PL-COMPOSITE-Plan.dwg 4 CS-2

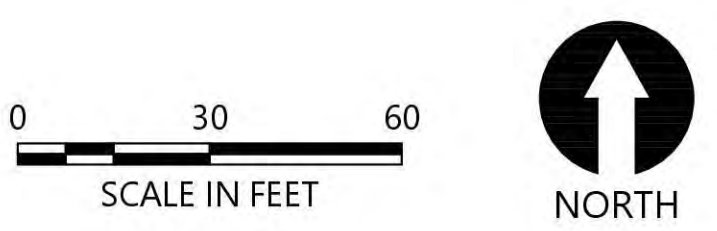
ONE INCH  
AT FULL SIZE, IF NOT ONE  
INCH SCALE ACCORDINGLY





- LEGEND:
- PARK BOUNDARY
  - PROJECT BOUNDARY
  - EXISTING CONTOUR
  - 10— PROPOSED MAJOR CONTOUR
  - 11— PROPOSED MINOR CONTOUR
  - PROPOSED CLEARING LIMITS
  - ☼ TREE TO REMAIN
  - ▒ PAVEMENT TO BE REMOVED AND REPLACED
  - ▨ GRIND AND OVERLAY EXISTING ASPHALT PAVEMENT
  - ▤ SPIRALNAIL ROAD REINFORCEMENT

- COMPOSITE SITE PLAN NOTES:
1. COMPOSITE SITE PLANS ARE PROVIDED FOR REFERENCE ONLY AND NOT FOR BIDDING AND CONSTRUCTION. SEE OTHER SUBSEQUENT SHEETS FOR MORE DETAILED INFORMATION TO BE USED FOR BIDDING AND CONSTRUCTION.
  2. FOR EXISTING PROPERTY BOUNDARIES, EASEMENTS, EXISTING CONTOURS, DRAINAGE, TOPOGRAPHIC FEATURES, AND STRUCTURES, SEE DRAWINGS EC-1 THROUGH EC-3.
  3. FOR PROPOSED CONTOURS, CUT, FILL, AND GRADING FEATURES, SEE DRAWINGS C-1 THROUGH C-3.
  4. FOR TREE REMOVAL AND PROTECTION, SEE DRAWINGS D-1, THROUGH D-3.
  5. FOR TEMPORARY EROSION CONTROL MEASURES, SEE DRAWINGS T-1 THROUGH T-3.
  6. FOR GRADING, SOIL SPECIFICATIONS, AND COMPACTION REQUIREMENTS, SEE DRAWINGS C-1 THROUGH C-7 AND THE SPECIFICATIONS.
  7. FOR PLANTING, SEE DRAWINGS L-1 THROUGH L-4.



- NOTES:
1. HORIZONTAL DATUM: WASHINGTON STATE PLANE NORTH ZONE, NAD 83, U.S. FEET.
  2. VERTICAL DATUM: NAVD 88
  3. DRAWINGS ARE INTENDED TO BE VIEWED IN COLOR. SOME INFORMATION WILL BE LOST WITH BLACK AND WHITE VIEWING.
  4. CONTRACTOR SHALL PROVIDE CONTINUOUS UTILITY SERVICE AND DRIVEWAY ACCESS TO RANGER RESIDENCE.

APPROVED FOR CONSTRUCTION  
R/W PERMIT NO. NA  
DATE 10/29/2020  
PFN: 19-103913LDA

100% CONSTRUCTION DRAWINGS/BID SET

ONE INCH  
AT FULL SIZE, IF NOT ONE  
INCH SCALE ACCORDINGLY

k:\Projects\0723-snohomish-county\meadowdale-park\construction-plans\0723-PL-COMPOSITE-Plan.dwg 5 CS-3  
Sep 15, 2020 8:54am chevet



REVISIONS					DESCRIPTION
REV	DATE	BY	APP'D		

DESIGNED BY: PH  
DRAWN BY: CH/TG  
CHECKED BY: DR  
APPROVED BY: PH  
SCALE: AS NOTED  
DATE: SEPTEMBER 2020

MEADOWDALE BEACH PARK  
AND ESTUARY DESIGN  
PFN 19-103913LDA  
  
COMPOSITE SITE PLAN (3 OF 3)

CS-3  
  
SHEET # 5 OF 81



**Premises**

{Legal Description for Temporary Construction License BNSF to Agency}

*THAT PORTION LYING WITHIN GOVERNMENT LOT 2, AND THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 27 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS;*

*COMMENCING AT THE INTERSECTION CENTERLINE OF 151ST STREET SOUTHWEST AND 72ND AVENUE WEST; THENCE NORTH 02°13'44" EAST ALONG THE STREET CENTER LINE, A DISTANCE OF 321. 14 FEET; THENCE SOUTH 42°21'58" WEST, A DISTANCE OF 1415.81 FEET TO THE EASTERLY MARGIN OF BNSF RIGHT OF WAY (GREAT NORTHERN RAILROAD) AND THE TRUE POINT OF BEGINNING;*

*THENCE SOUTH 07°03'16" EAST ALONG SAID EASTERLY MARGIN, A DISTANCE OF 383.40 FEET; THENCE SOUTH 82°56'44" WEST, A DISTANCE OF 100.00 FEET TO THE WESTERLY MARGIN OF BNSF RIGHT OF WAY (GREAT NORTHERN RAILROAD);*

*THENCE NORTH 07°03'16" WEST ALONG SAID WESTERLY MARGIN, A DISTANCE OF 614.42 FEET TO A CURVE TO THE RIGHT WITH A RADIUS OF 1125.00 FEET, THE CENTER OF WHICH BEARS NORTH 82°56'44" EAST, THROUGH A CENTRAL ANGLE OF 00°06'32" AND AN ARC LENGTH OF 2.14 FEET;*

*THENCE NORTH 83°03'16" EAST, A DISTANCE OF 100.00 FEET TO SAID EASTERLY MARGIN AND TO A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 1025.00 FEET, THE CENTER OF WHICH BEARS NORTH 83°03'16" EAST, THROUGH A CENTRAL ANGLE OF 00°06'31" AND AN ARC LENGTH OF 1.95 FEET; THENCE SOUTH 07°03'16 " EAST, A DISTANCE OF 231.02 FEET; TO THE POINT OF BEGINNING.*

*CONTAINING 1.415± ACRES OR 61,6 46 . 3 SQUARE FEET, MORE OR LESS.*

## EXHIBIT "B"

### EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT IS FOR THE MEADOWDALE BEACH UNDERPASS ("**Easement Agreement**") and is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_ 2021 ("**Effective Date**"), by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Grantor**"), and **SNOHOMISH COUNTY**, a political subdivision of the State of Washington ("**Grantee**").

A. Grantor owns or controls certain real property situated at or near the vicinity of Meadowdale Beach Park, County of Snohomish, State of Washington, at Mile Post 21.80, Line Segment 50, as depicted on **Exhibit "A"** and described on **Exhibit "A-1"** attached hereto and made a part hereof (the "**Premises**").

B. Grantor and Grantee have entered into that certain Underpass Agreement, hereinafter reference to the Construction and Maintenance Agreement dated as \_\_\_\_\_ concerning improvements on or near the Premises (the "**Construction and Maintenance Agreement**").

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

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

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

#### **Section 1     Granting of Easement.**

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

1.2 Grant. Grantor does hereby grant unto Grantee a non-exclusive easement ("**Easement**") under the Premises for the Easement Purpose and for no other purpose. The Easement is granted subject to any and all restrictions, covenants, easements, licenses, permits, leases and other encumbrances of whatsoever nature whether or not of record, if any, relating to the Premises and

subject to all with all applicable federal, state and local laws, regulations, ordinances, restrictions, covenants and court or administrative decisions and orders, including Environmental Laws (defined below) and zoning laws (collectively, "**Laws**"). Grantor may not make any alterations or improvements or perform any maintenance or repair activities within the Premises except in accordance with the terms and conditions of the Construction and Maintenance Agreement.

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

- (a) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any existing pipe, power, communication, cable, or utility lines and appurtenances and other facilities or structures of like character (collectively, "**Lines**") upon, over, under or across the Premises;
- (b) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Premises; and
- (c) to use the Premises in any manner as the Grantor in its sole discretion deems appropriate, provided Grantor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Grantee for the Easement Purpose.

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

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

**Section 4    Nature of Grantor's Interest in the Premises**. GRANTOR DOES NOT WARRANT ITS



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

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

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

**Section 7     Environmental.**

7.1     Compliance with Environmental Laws.     Grantee shall strictly comply with all federal, state and local environmental Laws in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and the Toxic Substances Control Act (collectively referred to as the "**Environmental Laws**"). Grantee shall not maintain a "treatment,"

"storage," "transfer" or "disposal" facility, or "underground storage tank," as those terms are defined by Environmental Laws, on the Premises. Grantee shall not handle, transport, release or suffer the release of "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any Environmental Laws.

7.2 Notice of Release. Grantee shall give Grantor immediate notice to Grantor's Resource Operations Center at (800) 832-5452 of any release of hazardous substances on or from the Premises, violation of Environmental Laws, or inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Grantee's use of the Premises. Grantee shall use its best efforts to promptly respond to any release on or from the Premises. Grantee also shall give Grantor immediate notice of all measures undertaken on behalf of Grantee to investigate, remediate, respond to or otherwise cure such release or violation.

7.3 Remediation of Release. In the event that Grantor has notice from Grantee or otherwise of a release or violation of Environmental Laws which occurred or may occur during the term of this Easement Agreement, Grantor may require Grantee, at Grantee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises. If during the construction or subsequent maintenance of the Improvements, soils or other materials considered to be environmentally contaminated are exposed, Grantee will remove and safely dispose of said contaminated soils. Determination of soils contamination and applicable disposal procedures thereof, will be made only by an agency having the capacity and authority to make such a determination.

7.4 Preventative Measures. Grantee shall promptly report to Grantor in writing any conditions or activities upon the Premises known to Grantee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Grantee's reporting to Grantor shall not relieve Grantee of any obligation whatsoever imposed on it by this Easement Agreement. Grantee shall promptly respond to Grantor's request for information regarding said conditions or activities.

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

## **Section 8 Default and Termination.**

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

8.2 Abandonment. Grantor may, at its option, terminate this Easement Agreement by serving five (5) days' notice in writing upon Grantee if Grantee should abandon or cease to use the

Premises for the Easement Purpose. Any waiver by Grantor of any default or defaults shall not constitute a waiver of the right to terminate this Easement Agreement for any subsequent default or defaults, nor shall any such waiver in any way affect Grantor's ability to enforce any section of this Easement Agreement.

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

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

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

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

- (a) remove all or such portion of Grantee's Improvements and all appurtenances thereto from the Premises, as Grantor directs at Grantor's sole discretion;
- (b) repair and restore any damage to the Premises arising from, growing out of, or connected with Grantee's use of the Premises;
- (c) remedy any unsafe conditions on the Premises created or aggravated by Grantee; and
- (d) leave the Premises in the condition which existed as of the Effective Date.

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

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

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

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

**Section 13             Recordation.** It is understood and agreed that this Easement Agreement shall not be in recordable form and shall not be placed on public record and any such recording shall be a breach of this Easement Agreement. Grantor and Grantee shall execute a Memorandum of Easement in the form attached hereto as Exhibit "B-1" (the "**Memorandum of Easement**") subject to changes required, if any, to conform such form to local recording requirements. Once Grantor and Grantee have approved the legal description, Grantor and Grantee shall execute a Memorandum of Easement in the form attached hereto as **Exhibit "B-1"** (the "**Memorandum of Easement**"). The Memorandum of Easement shall be recorded in the real estate records in the county where the Premises are located. If a Memorandum of Easement is not executed by the parties and recorded as described above within thirty (30) days of the Effective Date, Grantor shall have the right to terminate this Easement Agreement upon notice to Grantee.

**Section 14             Miscellaneous.**

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

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

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

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

14.5     This Easement Agreement is the full and complete agreement between Grantor and Grantee with respect to all matters relating to Grantee's use of the Premises, and supersedes any and

all other agreements between the parties hereto relating to Grantee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Grantee or Grantee's obligation to defend and hold Grantor harmless in any prior written agreement between the parties.

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

#### **ADMINISTRATIVE FEE**

15. Grantee acknowledges that a material consideration for this agreement, without which it would not be made, is the agreement between Grantee and Grantor, that the Grantee shall pay upon return of this Agreement signed by Grantee to Grantor's Broker a processing fee in the amount of **\$2,000.00** over and above the agreed upon Acquisition Price. Said fee shall be made payable to BNSF Railway Company by a separate check.

[Signature page follows]

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

**GRANTOR:**

**BNSF RAILWAY COMPANY**, a Delaware corporation

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

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

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

**GRANTEE:**

**SNOHOMISH COUNTY**, a political subdivision of the  
State of Washington

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

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

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

# EXHIBIT "A"

(EXHIBIT OF PROPERTY)



(EXHIBIT OF PROPERTY)



**EXHIBIT "A-1"**  
(LEGAL OF PROPERTY)

**EASEMENT DESCRIPTION:**

THAT PORTION LYING WITHIN GOVERNMENT LOT 2, AND THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 27 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS;

COMMENCING AT THE INTERSECTION CENTERLINE OF 151ST STREET SOUTHWEST AND 72ND AVENUE WEST, THENCE NORTH 02°13'44" EAST ALONG THE STREET CENTER LINE, A DISTANCE OF 321.14 FEET; THENCE SOUTH 42°21'58" WEST, A DISTANCE OF 1415.81 FEET TO THE EASTERLY MARGIN OF BNSF RIGHT OF WAY (GREAT NORTHERN RAILROAD) AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 07°03'16" EAST ALONG SAID EASTERLY MARGIN, A DISTANCE OF 74.85 FEET; THENCE SOUTH 82°56'44" WEST, A DISTANCE OF 37.95 FEET;  
THENCE NORTH 07°03'16" WEST, A DISTANCE OF 131.32 FEET; THENCE SOUTH 82°56'44" WEST, A DISTANCE OF 41.34 FEET; THENCE SOUTH 07°03'16" EAST, A DISTANCE OF 180.94 FEET;  
THENCE SOUTH 82°56'44" WEST, A DISTANCE OF 20.71 FEET TO THE WESTERLY MARGIN OF BNSF RIGHT OF WAY (GREAT NORTHERN RAILROAD);  
THENCE NORTH 07°03'16" WEST ALONG SAID WESTERLY MARGIN, A DISTANCE OF 355.50 FEET TO A CURVE TO THE RIGHT WITH A RADIUS OF 1125.00 FEET, THE CENTER OF WHICH BEARS NORTH 82°56'44" EAST, THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°31'00" AND AN ARC LENGTH OF 285.03 FEET;  
THENCE SOUTH 66°37'11" EAST, A DISTANCE OF 35.00 FEET; THENCE SOUTH 06°54'46" WEST, A DISTANCE OF 137.30 FEET; THENCE SOUTH 02°11'12" EAST, A DISTANCE OF 154.24 FEET; THENCE SOUTH 05°59'19" EAST, A DISTANCE OF 28.06 FEET; THENCE NORTH 82°56'44" EAST, A DISTANCE OF 46.16 FEET;  
THENCE NORTH 07°03'16" WEST, A DISTANCE OF 50.71 FEET TO A CURVE TO THE RIGHT WITH A RADIUS OF 1059.50 FEET, THE CENTER OF WHICH BEARS NORTH 82°56'44" EAST, THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 013°30'14" AND AN ARC LENGTH OF 249.71 FEET;  
THENCE SOUTH 66°37'11" EAST, A DISTANCE OF 36.12 FEET TO SAID EASTERLY MARGIN AND TO A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 1025.00 FEET, THE CENTER OF WHICH BEARS SOUTH 84°08'19" EAST, THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°54'57" AND AN ARC LENGTH OF 231.06 FEET;  
THENCE SOUTH 07°03'16" EAST, A DISTANCE OF 231.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.916± ACRES OR 39,916.3 SQUARE FEET, MORE OR LESS.

## EXHIBIT "B-1"

### MEMORANDUM OF EASEMENT

**THIS MEMORANDUM OF EASEMENT** is hereby executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Grantor**"), whose address for purposes of this instrument is 2500 Lou Menk Drive, Fort Worth, Texas 76131, and **SNOHOMISH COUNTY**, a political subdivision of the State of Washington whose address for purposes of this instrument is 3000 Rockefeller Ave., Everett, WA, 98201, which terms "Grantor" and "Grantee" shall include, wherever the context permits or requires, singular or plural, and the heirs, legal representatives, successors and assigns of the respective parties:

### WITNESSETH:

**WHEREAS**, Grantor owns or controls certain real property situated in Snohomish County, Washington as described on **Exhibit "A-1"** attached hereto and incorporated herein by reference (the "**Premises**");

**WHEREAS**, Grantor and Grantee entered into an Easement Agreement, dated \_\_\_\_\_, 2021 (the "**Easement Agreement**") which set forth, among other things, the terms of an easement granted by Grantor to Grantee over and across the Premises (the "**Easement**"); and

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

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

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

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

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

**GRANTOR:**

**BNSF RAILWAY COMPANY**, a Delaware corporation

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

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

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

**STATE OF TEXAS**

§

**COUNTY OF TARRANT**

§  
§

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ (name) as \_\_\_\_\_ (title) of **BNSF RAILWAY COMPANY**, a Delaware corporation.

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

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

(Seal)

**GRANTEE:**

**SNOHOMISH COUNTY**, a political subdivision of the State of Washington

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

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

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

**STATE OF WASHINGTON** §  
§  
**COUNTY OF SNOHOMISH** §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by  
\_\_\_\_\_ (name) as \_\_\_\_\_ (title) of  
\_\_\_\_\_, a \_\_\_\_\_.

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

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

(Seal)

EXHIBIT "A-1"

EASEMENT DESCRIPTION:

THAT PORTION LYING WITHIN GOVERNMENT LOT 2, AND THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 27 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS;

COMMENCING AT THE INTERSECTION CENTERLINE OF 151ST STREET SOUTHWEST AND 72ND AVENUE WEST, THENCE NORTH 02°13'44" EAST ALONG THE STREET CENTER LINE, A DISTANCE OF 321.14 FEET; THENCE SOUTH 42°21'58" WEST, A DISTANCE OF 1415.81 FEET TO THE EASTERLY MARGIN OF BNSF RIGHT OF WAY (GREAT NORTHERN RAILROAD) AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 07°03'16" EAST ALONG SAID EASTERLY MARGIN, A DISTANCE OF 74.85 FEET; THENCE SOUTH 82°56'44" WEST, A DISTANCE OF 37.95 FEET;

THENCE NORTH 07°03'16" WEST, A DISTANCE OF 131.32 FEET; THENCE SOUTH 82°56'44" WEST, A DISTANCE OF 41.34 FEET; THENCE SOUTH 07°03'16" EAST, A DISTANCE OF 180.94 FEET;

THENCE SOUTH 82°56'44" WEST, A DISTANCE OF 20.71 FEET TO THE WESTERLY MARGIN OF BNSF RIGHT OF WAY (GREAT NORTHERN RAILROAD);

THENCE NORTH 07°03'16" WEST ALONG SAID WESTERLY MARGIN, A DISTANCE OF 355.50 FEET TO A CURVE TO THE RIGHT WITH A RADIUS OF 1125.00 FEET, THE CENTER OF WHICH BEARS NORTH 82°56'44" EAST, THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°31'00" AND AN ARC LENGTH OF 285.03 FEET;

THENCE SOUTH 66°37'11" EAST, A DISTANCE OF 35.00 FEET; THENCE SOUTH 06°54'46" WEST, A DISTANCE OF 137.30 FEET; THENCE SOUTH 02°11'12" EAST, A DISTANCE OF 154.24 FEET; THENCE SOUTH 05°59'19" EAST, A DISTANCE OF 28.06 FEET; THENCE NORTH 82°56'44" EAST, A DISTANCE OF 46.16 FEET;

THENCE NORTH 07°03'16" WEST, A DISTANCE OF 50.71 FEET TO A CURVE TO THE RIGHT WITH A RADIUS OF 1059.50 FEET, THE CENTER OF WHICH BEARS NORTH 82°56'44" EAST, THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 013°30'14" AND AN ARC LENGTH OF 249.71 FEET;

THENCE SOUTH 66°37'11" EAST, A DISTANCE OF 36.12 FEET TO SAID EASTERLY MARGIN AND TO A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 1025.00 FEET, THE CENTER OF WHICH BEARS SOUTH 84°08'19" EAST, THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°54'57" AND AN ARC LENGTH OF 231.06 FEET;

THENCE SOUTH 07°03'16" EAST, A DISTANCE OF 231.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.916± ACRES OR 39,916.3 SQUARE FEET, MORE OR LESS.

# **EXHIBIT "C"**

## **CONTRACTOR REQUIREMENTS**

### **1.01 General:**

- **1.01.01** The Contractor must cooperate with **BNSF RAILWAY COMPANY**, hereinafter referred to as "**Railway**" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the construction of  

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

---

---

---

---

- **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 **Agency** at \_\_\_\_\_ and Railway's Manager Public Projects, telephone number ( ) \_\_\_\_\_ at least thirty (30) calendar days before commencing any work on Railway Property. Contractor's notification to Railway must refer to Railway's file \_\_\_\_\_.
- **1.01.07** For any bridge demolition and/or falsework above any tracks or any excavations located with any part of the excavations located within, whichever is greater, twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 2 horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor must furnish the Railway five sets of working drawings showing details of construction affecting Railway Property and tracks. The working drawing must include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and two sets of structural calculations of any falsework, shoring or cribbing. For all excavation and shoring submittal plans, the current "BNSF-UPRR Guidelines for Temporary Shoring" must be used for determining the design loading conditions to be used in shoring design, and all calculations and submittals must be in accordance with the current "BNSF-UPRR Guidelines for Temporary Shoring". All submittal drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. All calculations must take into consideration railway surcharge loading and must be designed to meet American Railway Engineering and Maintenance-of-Way Association (previously known as American Railway Engineering Association) Coopers E-80 live loading standard. All drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. The Contractor must not begin work until notified by the Railway that plans have been approved. The Contractor will be required to use lifting devices such as, cranes and/or winches to place or to remove any falsework over Railway's tracks. In no case will the Contractor be relieved of responsibility for results obtained by the implementation of said approved plans.
- **1.01.08** Subject to the movement of Railway's trains, Railway will cooperate with the Contractor such that the work may be handled and performed in an efficient manner. The Contractor will have no claim whatsoever for any type of damages or for extra or additional compensation in the event his work is delayed by the Railway.

## 1.02 Contractor Safety Orientation



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

### 1.03 Railway Requirements

- **1.03.01** The Contractor must take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railway facilities resulting from Contractor's operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by the Agency.
- **1.03.02** The Contractor must notify the Railway's Division Engineer \_\_\_\_\_ at (\_\_\_\_\_) \_\_\_\_\_ and provide blasting plans to the Railway for review seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railway's Property.
- **1.03.03** The Contractor must abide by the following temporary clearances during construction:
  - 15'-0" Horizontally from centerline of nearest track
  - 21'-6" Vertically above top of rail
  - 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts
  - 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
  - 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
  - 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts
- **1.03.04** Upon completion of construction, the following clearances shall be maintained:
  - 25' Horizontally from centerline of nearest track
  - 23' 6" Vertically above top of rail
- **1.03.05** Any infringement within State statutory clearances due to the Contractor's operations must be submitted to the Railway and to the **Agency** and must not be undertaken until approved in writing by the Railway, and until the **Agency** 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 **Agency** for approval before work is undertaken and this work must not be undertaken until approved by the Railway.
- **1.03.08** At other than public road crossings, the Contractor must not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor must obtain a "Temporary Construction Crossing Agreement" from the Railway prior to moving his equipment or materials across the Railways tracks. The temporary crossing must be gated and locked at all times when not required for use by the Contractor. The temporary crossing for use of the Contractor will be constructed and, at the completion of the project, removed at the expense of the Contractor.
- **1.03.09** Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the **Railway's Resource Operations Center at 1(800) 832-5452**, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.
- **1.03.10** The Contractor upon completion of the work covered by this contract, must promptly remove from the Railway's Property all of Contractor's tools, equipment, implements and other materials, whether brought upon said property by said Contractor or any Subcontractor, employee or agent of Contractor or of any Subcontractor, and must cause Railway's Property to be left in a condition acceptable to the Railway's representative.

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

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

which are determined by Railroad in its sole discretion **a)** to be on Railroad's property, or **b)** that require access to Railroad Critical Infrastructure, Railroad Critical Information Systems, Railroad's Employees, Hazardous Materials on Railroad's property or is being transported by or otherwise in the custody of Railroad, or Freight in Transit involving Railroad.

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

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

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

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

## **1.05 Railway Flagger Services:**

- **1.05.01** The Contractor must give Railway's **Roadmaster (telephone \_\_\_\_\_)** a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Roadmaster can make appropriate arrangements (i.e., bulletin the flagger's position). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Roadmaster five (5) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.
- **1.05.02** Unless determined otherwise by Railway's Project Representative, Railway flagger will be required and furnished when Contractor's work activities are located over, under and/or within twenty-five (25) feet measured horizontally from centerline of the nearest track and when cranes or similar equipment positioned beyond 25-feet from the track centerline could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:
  - **1.05.02a** When, upon inspection by Railway's Representative, other conditions warrant.

- **1.05.02b** When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.
- **1.05.02c** When work in any way interferes with the safe operation of trains at timetable speeds.
- **1.05.02d** When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.
- **1.05.02e** Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.
- **1.05.03** Flagging services will be performed by qualified Railway flaggers.
  - **1.05.03a** Flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railways Representative.
  - **1.05.03b** Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.
  - **1.05.03c** The cost of flagger services provided by the Railway will be borne by Agency. The estimated cost for one (1) flagger is approximately between \$800.00-\$1,600.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, vehicle, transportation, meals, lodging, radio, equipment, supervision and other costs incidental to performing flagging services. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. **THE FLAGGING RATE IN EFFECT AT THE TIME OF PERFORMANCE BY THE CONTRACTOR HEREUNDER WILL BE USED TO CALCULATE THE ACTUAL COSTS OF FLAGGING PURSUANT TO THIS PARAGRAPH.**
  - **1.05.03d** The average train traffic on this route is \_\_\_\_\_ 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 Railway's representative in charge of the project must be notified. A minimum of two employees must be present at all times.
- **1.06.05** Any employees, agents or invitees of Contractor or its subcontractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railway's Property and subsequently released to the custody of a representative of Contractor management. Future access to the Railway's Property by that employee will be denied.
- **1.06.06** Any damage to Railway Property, or any hazard noticed on passing trains must be reported immediately to the Railway's representative in charge of the project. Any vehicle or machine which may come in contact with track, signal equipment, or structure (bridge) and could result in a train derailment must be reported immediately to the Railway representative in charge of the project and to the Railway's Resource Operations Center at 1(800) 832-5452. Local emergency numbers are to be obtained from the Railway representative in charge of the project prior to the start of any work and must be posted at the job site.
- **1.06.07** For safety reasons, all persons are prohibited from having pocket knives, firearms or other deadly weapons in their possession while working on Railway's Property.
- **1.06.08** All personnel protective equipment (PPE) used on Railway Property must meet applicable OSHA and ANSI specifications. Current Railway personnel protective equipment requirements are listed on the web site, [www.BNSFContractor.com](http://www.BNSFContractor.com), however, a partial list of the requirements include: a) safety glasses with permanently affixed side shields (no yellow lenses); b) hard hats; c) safety shoe with: hardened toes, above-the-ankle lace-up and a defined heel; and d) high visibility retro-reflective work wear. The Railway's representative in charge of the project is to be contacted regarding local specifications for meeting requirements relating to hi-visibility work wear. Hearing protection, fall protection, gloves, and respirators must be worn as required by State and Federal regulations. **(NOTE – Should there be a discrepancy between the information contained on the web site and the information in this paragraph, the web site will govern.)**
- **1.06.09** **THE CONTRACTOR MUST NOT PILE OR STORE ANY MATERIALS,**

**MACHINERY OR EQUIPMENT CLOSER THAN 25'-0" TO THE CENTER LINE OF THE NEAREST RAILWAY TRACK. MATERIALS, MACHINERY OR EQUIPMENT MUST NOT BE STORED OR LEFT WITHIN 250 FEET OF ANY HIGHWAY/RAIL AT-GRADE CROSSINGS OR TEMPORARY CONSTRUCTION CROSSING, WHERE STORAGE OF THE SAME WILL OBSTRUCT THE VIEW OF A TRAIN APPROACHING THE CROSSING. PRIOR TO BEGINNING WORK, THE CONTRACTOR MUST ESTABLISH A STORAGE AREA WITH CONCURRENCE OF THE RAILWAY'S REPRESENTATIVE.**

- **1.06.10** Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railway's Property must be left inoperable and secured against movement. (See internet Engineering Contractor Safety Orientation program for more detailed specifications)
- **1.06.11** Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.
- **1.06.12** All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200 KV or below - 15 feet; 200 to 350 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

## **1.07 Excavation:**

- **1.07.01** Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within the Project work area. The Contractor must determine whether excavation on Railway's Property could cause damage to buried cables resulting in delay to Railway traffic and disruption of service to users. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits. Before commencing excavation, the Contractor must contact **BNSF's 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

(If injuries are in connection with rail equipment accident/incident, highway rail grade crossing accident or automobile accident, ensure that appropriate information is obtained, forms completed and that data entry personnel are aware that injuries relate to that specific event.)

Injured Person Type:

☐ Passenger on train (C)

☐ Non-employee (N)  
*(i.e., emp of another railroad, or, non-BNSF emp involved in vehicle accident, including company vehicles)*

☐ Contractor/safety sensitive (F)

☐ Contractor/non-safety sensitive (G)

☐ Volunteer/safety sensitive (H)

☐ Volunteer/other non-safety sensitive (I)

☐ Non-trespasser (D) - to include highway users involved in highway rail grade crossing accidents who did not go around or through gates

☐ Trespasser (E) - to include highway users involved in highway rail grade crossing accidents who went around or through gates

☐ Non-trespasser (J) - Off railroad property

If train involved, Train ID:

\_\_\_\_\_

Transmit attached information to Accident/Incident Reporting Center by:

Fax 1-817-352-7595

or by Phone 1-800-697-6736

or email to: [Accident-Reporting.Center@BNSF.com](mailto:Accident-Reporting.Center@BNSF.com)

Officer Providing Information:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Employee No.)

\_\_\_\_\_  
(Phone #)

**REPORT PREPARED TO COMPLY WITH FEDERAL ACCIDENT REPORTING REQUIREMENTS AND PROTECTED FROM DISCLOSURE  
PURSUANT TO 49 U.S.C. 20903 AND 83 U.S.C. 490**



## NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

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

I. Accident City/St:	_____	2. Date:	_____	Time:	_____
County:	_____	3. Temperature:	_____	4. Weather:	_____
(if non BNSF location)					
Mile Post / Line Segment: _____					
5. Driver's License No (and state) or other ID:			SSN (required): _____		
6. Name (last, first, mi): _____					
7. Address:		City:	St:	Zip:	
_____		_____	_____	_____	
8. Date of Birth:		and/or Age:		Gender:	
_____		_____		_____	
		(if available)			
Phone Number:		Employer:			
_____		_____			
9. Injury:		10. Body Part:			
_____		_____			
		(i.e., Laceration, etc.)		(i.e., Hand, etc.)	
11. Description of Accident (To include location, action, result, etc.):					
_____					
_____					
_____					
12. Treatment:					
<input type="checkbox"/> First Aid Only					
<input type="checkbox"/> Required Medical Treatment					
<input type="checkbox"/> Other Medical Treatment					
_____					
_____					
13. Dr. Name:			Date:		
_____			_____		
14. Dr. Address:					
Street:		City:	St:	Zip:	
_____		_____	_____	_____	
15. Hospital Name:					
_____					
16. Hospital Address:					
Street:		City:	St:	Zip:	
_____		_____	_____	_____	
17. Diagnosis:					
_____					

REPORT PREPARED TO COMPLY WITH FEDERAL ACCIDENT REPORTING REQUIREMENTS  
AND PROTECTED FROM DISCLOSURE PURSUANT TO 49 U.S.C. 20903 AND 83 U.S.C. 490

## EXHIBIT "C-1"

### Agreement Between BNSF RAILWAY COMPANY and the CONTRACTOR

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

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

**[Insert contractor's legal name here]** (hereinafter called "Contractor"), has entered into an agreement (hereinafter called "Agreement") dated \_\_\_\_\_, 2021, **[insert the date of the contract between the Agency and the Contractor here]** with **[insert the name of the Agency here]** for the performance of certain work in connection with the following project: \_\_\_\_\_ Performance of such work will necessarily require Contractor to enter **BNSF RAILWAY COMPANY** (hereinafter called "Railway") right of way and property (hereinafter called "Railway Property"). The Agreement provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for **[insert Agency name here]** (i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

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

#### 1) RELEASE OF LIABILITY AND INDEMNITY

Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorneys' fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-of-way. ■

**This obligation shall not include such claims, costs, damages, or expenses which may be caused by the sole negligence of Railway or its contractors, agents or employees; Provided, that if the claims or damages are caused by or result from the concurrent negligence or other acts or omissions of (a) Railway, its contractors, agents or employees and (b) Contractor, its subcontractors, agents or employees, this provision shall be valid and enforceable only to the extent of the negligence of the Contractor, its subcontractors, agents or employees.**

It is mutually negotiated between the parties that the indemnification obligation shall include all claims brought by Contractor's employees against Railway, its agents, servants, employees or otherwise, and Contractor expressly waives its immunity under the industrial insurance act (RCW Title 51) and assumes potential liability for all actions brought by its employees.

**THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR INCLUDES ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY**

**ACT, INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE LOCOMOTIVE INSPECTION ACT, WHENEVER SO CLAIMED.**

Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.

In addition to any other provision of this Agreement, in the event that all or any portion of this Article shall be deemed to be inapplicable for any reason, including without limitation as a result of a decision of an applicable court, legislative enactment or regulatory order, the parties agree that this Article shall be interpreted as requiring Contractor to indemnify Railway to the fullest extent permitted by applicable law.

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

**2) TERM**

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

**3) INSURANCE**

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

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

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

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

insurance:

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

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

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

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

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

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

- ◆ Waiver of subrogation in favor of and acceptable to Railway.
- ◆ Additional insured endorsement in favor of and acceptable to Railway.
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

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

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

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

- ◆ Waiver of subrogation in favor of and acceptable to Railway.
- A. Railroad Protective Liability insurance naming only the **Railway** as the Insured with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 12 04 and include the following:
- ◆ Endorsed to include the Pollution Exclusion Amendment
  - ◆ Endorsed to include the Limited Seepage and Pollution Endorsement.
  - ◆ Endorsed to remove any exclusion for punitive damages.
  - ◆ No other endorsements restricting coverage may be added.
  - ◆ The original policy must be provided to the **Railway** prior to performing any work or services under this Agreement
  - ◆ Definition of “Physical Damage to Property” shall be endorsed to read: “means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured’ care, custody, and control arising out of the acts or omissions of the contractor named on the Declarations.

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

### **Other Requirements:**

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

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

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

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

Prior to commencing services, Contractor shall furnish to **Railway** an acceptable certificate(s) of insurance

from an authorized representative evidencing the required coverage(s), endorsements, and amendments. The certificate should be directed to the following address:

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

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

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

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

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

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

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

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

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

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

These insurance provisions are intended to be a separate and distinct obligation on the part of the Contractor. Therefore, these provisions shall be enforceable and Contractor shall be bound thereby

regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.

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

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

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

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

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

#### **1) EXHIBIT “C” CONTRACTOR REQUIREMENTS**

The Contractor must observe and comply with all provisions, obligations, requirements and limitations contained in the Agreement, and the Contractor Requirements set forth on Exhibit “C” attached to the Agreement and this Agreement, including, but not be limited to, payment of all costs incurred for any damages to Railway roadbed, tracks, and/or appurtenances thereto, resulting from use, occupancy, or presence of its employees, representatives, or agents or subcontractors on or about the construction site. Contractor shall execute a Temporary Construction Crossing Agreement or Private Crossing Agreement

(<http://www.bnsf.com/communities/faqs/permits-real-estate/>), for any temporary crossing requested to aid in the construction of this Project, if approved by BNSF.

## 2) **TRAIN DELAY**

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

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

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

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

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

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



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

**SUPPLIER LEGAL NAME**

**BNSF Railway Company**

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

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

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

Name: \_\_\_\_\_  
Manager Public Projects

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

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

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

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

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

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

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

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

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

**EXHIBIT D**

[Insert Cost Estimate for Railroad Work here]

AUTHORITY FOR EXPENDITURE

LOCATION : MP 18	LINE SEGMENT : 50	AFE NUMBER :
PLANITEM NUMBER : 236804000	MILEPOST : 21.8	RFA NUMBER : 5920421
PROPERTY OF : BNSF RAILWAY COMPANY	DIVISION : NW	CPAR NUMBER : CB960021
OPERATED BY : BNSF RAILWAY COMPANY	SUBDIVISION : SCENIC	BUDGET YEAR : 2021
JOINT FACILITY : SNOHOMISH COUNTY	TRACK TYPE : 9	BUDGET CLASS : 6
% BILLABLE (+/-) : 100.0	TAX STATE : WA	REPORTING OFFICE : 716
	SPONSOR : VP ENGINEERING	CENTER/ROLLUP : 29125

PURPOSE, JUSTIFICATION AND DESCRIPTION

FLG NWW DIV SCENIC SUB LS 50 MP 21.80 - 100% BILLABLE TO SNOHOMISH COUNTY -- FLAGGING ESTIMATE FOR MEADOWDALE BEACH PARK UNDERPASS PROJECT FOR SNOHOMISH COUNTY

PRIMARY FUNDING SOURCE IS FHWA

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

PLAN ITEM	LINE SEG	BEG MP	END MP	TRK NBR	BEGIN STATION	END STATION	PROJECT TYPE	BUD YEAR
236804000	50	21.8	21.8	9	MP 18	MP 18	FLAGGING	2021

	CASH CAPITAL	NONCASH CAPITAL	OPERATING EXP	REMOVAL COSTS	BILLABLE	TOTALS
LABOR COSTS	0	0	0	0	104,926	104,926
MATERIAL COSTS	0	0	0	0	0	0
OTHER COSTS	0	0	0	0	20,535	20,535
TOTALS	0	0	0	0	125,461	125,461

SYSTEM MAINTENANCE AND PLANNING

ESTIMATE REF. NUMBER: 5920421

COSTING DATE: 02/11/2021

PRINTED ON: 03/01/2021

ESTIMATED BY: JONES

PRINTED BY: JONES

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

BNSF RAILWAY COMPANY  
FHPM ESTIMATE FOR  
SNOHOMISH COUNTY

LOCATION MP 18

DETAILS OF ESTIMATE

PLAN ITEM : 236804000

VERSION : 1

PURPOSE, JUSTIFICATION AND DESCRIPTION

FLG NWW DIV SCENIC SUB LS 50 MP 21.80 - 100% BILLABLE TO SNOHOMISH COUNTY

FLAGGING ESTIMATE FOR MEADOWDALE BEACH PARK UNDERPASS PROJECT FOR SNOHOMISH COUNTY

REQUESTOR: STEPHEN SEMENICK 1/27/21

PRIMARY FUNDING SOURCE IS FHWA

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

DESCRIPTION	QUANTITY U/M	COST	TOTAL \$
*****			
LABOR			
*****			
FLAGGING - PUBLIC CROSSING - CAP	960.0 MH	33,455	
PAYROLL ASSOCIATED COSTS		21,869	
DA OVERHEADS		36,308	
EQUIPMENT EXPENSES		7,440	
INSURANCE EXPENSES		5,854	
TOTAL LABOR COST		104,926	104,926
*****			
MATERIAL			
*****			
TOTAL MATERIAL COST		0	0
*****			
OTHER			
*****			
RENTAL VEHICLE	80.0 DAY	8,000	
TOTAL OTHER ITEMS COST		8,000	8,000
PROJECT SUBTOTAL			112,926
CONTINGENCIES			11,292
BILL PREPARATION FEE			1,243
GROSS PROJECT COST			125,461
LESS COST PAID BY BNSF			0
TOTAL BILLABLE COST			125,461

AUTHORITY FOR EXPENDITURE

LOCATION : MP 18	LINE SEGMENT : 50	AFE NUMBER :
PLANITEM NUMBER : 236805000	MILEPOST : 21.8	RFA NUMBER : 5920821
PROPERTY OF : BNSF RAILWAY COMPANY	DIVISION : NW	CPAR NUMBER : CB960021
OPERATED BY : BNSF RAILWAY COMPANY	SUBDIVISION : SCENIC	BUDGET YEAR : 2021
JOINT FACILITY : SNOHOMISH COUNTY	TRACK TYPE : 9	BUDGET CLASS : 6
% BILLABLE (+/-) : 100.0	TAX STATE : WA	REPORTING OFFICE : 716
	SPONSOR : VP ENGINEERING	CENTER/ROLLUP : 29125

PURPOSE, JUSTIFICATION AND DESCRIPTION

PIP NWW DIV SCENIC SUB LS 50 MP 21.80 - 100% BILLABLE TO SNOHOMISH COUNTY -- TRACK SURFACING ESTIMATE TO  
ACCOMMODATE TRACK RAISE FOR THE MEADOWDALE BEACH PARK UNDERPASS

PLAN ITEM	LINE SEG	BEG MP	END MP	TRK NBR	BEGIN STATION	END STATION	PROJECT TYPE	BUD YEAR
236805000	50	21.8	21.8	9	MP 18	MP 18	PUBLIC IMPROVEMENT PROJECT	2021

	CASH CAPITAL	NONCASH CAPITAL	OPERATING EXP	REMOVAL COSTS	BILLABLE	TOTALS
LABOR COSTS	0	0	0	0	45,292	45,292
MATERIAL COSTS	0	0	0	0	74,479	74,479
OTHER COSTS	0	0	0	0	13,295	13,295
TOTALS	0	0	0	0	133,066	133,066

SYSTEM MAINTENANCE AND PLANNING

ESTIMATE REF. NUMBER: 5920821

COSTING DATE: 02/11/2021

PRINTED ON: 02/11/2021

ESTIMATED BY: JONES

PRINTED BY: JONES

BNSF RAILWAY COMPANY  
FHPM ESTIMATE FOR  
SNOHOMISH COUNTY

LOCATION MP 18

DETAILS OF ESTIMATE

PLAN ITEM : 236805000

VERSION : 1

PURPOSE, JUSTIFICATION AND DESCRIPTION

PIP NWW DIV SCENIC SUB LS 50 MP 21.80 - 100% BILLABLE TO SNOHOMISH COUNTY

TRACK SURFACING ESTIMATE TO ACCOMMODATE TRACK RAISE FOR THE MEADOWDALE BEACH PARK UNDERPASS

REQUESTOR: STEPHEN SEMENICK 1/29/21

DESCRIPTION	QUANTITY	U/M	COST	TOTAL \$
*****				
LABOR				
*****				
SURFACE TRACK - REPLACEMENT - CAP	240.0	MH	7,977	
UNLOAD BALLAST - REPLACEMENT - CAP	162.0	MH	5,219	
PAYROLL ASSOCIATED COSTS			8,625	
DA OVERHEADS			14,321	
EQUIPMENT EXPENSES			6,842	
INSURANCE EXPENSES			2,308	
TOTAL LABOR COST			45,292	45,292
*****				
MATERIAL				
*****				
BALLAST, FOR GENERIC USE ONLY	2700.0	NT **	28,458	
MATERIAL HANDLING			1,422	
ONLINE TRANSPORTATION			41,850	
USE TAX			2,749	
TOTAL MATERIAL COST			74,479	74,479
*****				
OTHER				
*****				
TOTAL OTHER ITEMS COST			0	0
PROJECT SUBTOTAL				119,771
CONTINGENCIES				11,977
BILL PREPARATION FEE				1,318
GROSS PROJECT COST				133,066
LESS COST PAID BY BNSF				0
TOTAL BILLABLE COST				133,066

AUTHORITY FOR EXPENDITURE

LOCATION : MP 18	LINE SEGMENT : 50	AFE NUMBER :
PLANITEM NUMBER : 236806000	MILEPOST : 21.8	RFA NUMBER : 5920521
PROPERTY OF : BNSF RAILWAY COMPANY	DIVISION : NW	CPAR NUMBER : CB960021
OPERATED BY : BNSF RAILWAY COMPANY	SUBDIVISION : SCENIC	BUDGET YEAR : 2021
JOINT FACILITY : SNOHOMISH COUNTY	TRACK TYPE : 9	BUDGET CLASS : 6
% BILLABLE (+/-) : 100.0	TAX STATE : WA	REPORTING OFFICE : 716
	SPONSOR : VP ENGINEERING	CENTER/ROLLUP : 29125

PURPOSE, JUSTIFICATION AND DESCRIPTION

INSP NWW DIV SCENIC SUB LS 50 MP 21.80 - 100% BILLABLE TO SNOHOMISH COUNTY -- INSPECTION ESTIMATE FOR MEADOWDALE BEACH PARK UNDERPASS PROJECT FOR SNOHOMISH COUNTY.

PRIMARY FUNDING SOURCE IS FHWA

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

PLAN ITEM	LINE SEG	BEG MP	END MP	TRK NBR	BEGIN STATION	END STATION	PROJECT TYPE	BUD YEAR
236806000	50	21.8	21.8	9	MP 18	MP 18	INSPECTOR / COORDINATOR	2021

	CASH CAPITAL	NONCASH CAPITAL	OPERATING EXP	REMOVAL COSTS	BILLABLE	TOTALS
LABOR COSTS	0	0	0	0	0	0
MATERIAL COSTS	0	0	0	0	0	0
OTHER COSTS	0	0	0	0	111,100	111,100
TOTALS	0	0	0	0	111,100	111,100

SYSTEM MAINTENANCE AND PLANNING

ESTIMATE REF. NUMBER: 5920521

COSTING DATE: 02/11/2021

PRINTED ON: 03/01/2021

ESTIMATED BY: JONES

PRINTED BY: JONES

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

BNSF RAILWAY COMPANY  
FHPM ESTIMATE FOR  
SNOHOMISH COUNTY

LOCATION MP 18

DETAILS OF ESTIMATE

PLAN ITEM : 236806000

VERSION : 1

PURPOSE, JUSTIFICATION AND DESCRIPTION

INSP NWW DIV SCENIC SUB LS 50 MP 21.80 - 100% BILLABLE TO SNOHOMISH COUNTY

INSPECTION ESTIMATE FOR MEADOWDALE BEACH PARK UNDERPASS PROJECT FOR SNOHOMISH COUNTY.

REQUESTOR: STEPHEN SEMENICK 1/27/21

PRIMARY FUNDING SOURCE IS FHWA

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

DESCRIPTION	QUANTITY U/M	COST	TOTAL \$
***** LABOR *****			
TOTAL LABOR COST		0	0
***** MATERIAL *****			
TOTAL MATERIAL COST		0	0
***** OTHER *****			
INSPECTOR COORDINATOR	80.0 DAY	100,000	
TOTAL OTHER ITEMS COST		100,000	100,000
PROJECT SUBTOTAL			100,000
CONTINGENCIES			10,000
BILL PREPARATION FEE			1,100
GROSS PROJECT COST			111,100
LESS COST PAID BY BNSF			0
TOTAL BILLABLE COST			111,100



Estimator: CJV 2021 BRIDGE DEPARTMENT BASE ESTIMATE  
REBUILD BRIDGE - CLASS 7

Eng Div: NW  
Item No.:

B&B Sup: Gordon CC: 14931  
L.S.: 50  
Mile Post: 21.8  
Description: Proposed construction of two new bridges (256' Total)

Date: 2/19/2021

	CAP MH	OPR MH	Capital	Operating	Total
Contracted Services			\$4,000		
Equipment Rental			\$60,000		
<b>Bridges, Trestles, &amp; Culverts</b>					
555 cu yd fill			\$8,330		
Labor - place fill	166.5		\$5,510	\$0	
1776 cu yd excavation					
Labor - excavate	355.2		\$11,750	\$0	
Labor - adjust bridge slopes	0.0		\$0	\$0	
4880 LF Steel Piles			\$200,080		
48 EA Pile Points			\$4,320		
Labor - drive steel piles	2940.0		\$97,230	\$0	
12 EA Concrete Caps - Sgl			\$54,300		
Labor - place sgl caps	276.0		\$9,130	\$0	
0 EA Concrete Caps - Dbl			\$0		
Labor - place dbl caps	0.0		\$0	\$0	
0 LF Steel Bracing			\$0		
Labor -place steel bracing	0.0		\$0	\$0	
4 EA Concrete Full Parapet			\$29,240		
Labor - place full parapets	122.0		\$4,030	\$0	
0 LF Concrete Voided Slab			\$0		
0 LF Concrete Slab			\$0		
256 LF Concrete Void Box			\$163,330		
Labor - place spans	312.0		\$10,320	\$0	
4 EA Precast Concrete Wingwall			\$3,810		
Labor - place wingwalls	54.4		\$1,800	\$0	
Neo. Pad & Adhesive			\$7,060		
Labor - place neo. pad	39.0		\$1,290	\$0	
0 LBS Structural Steel			\$0		
Labor - place structural steel	0.0		\$0	\$0	
260 LF Grip Strut Walk & Railing			\$36,400		
Labor - place walk & railing	78.0		\$2,580	\$0	
Apron Plates			\$5,580		
Labor - place apron plates	46.8		\$1,550	\$0	
Purchase Expense (9 %)			\$45,370		
Sales Tax (7.3 %)			\$36,800		
Labor - move in & set up	87.1		\$2,880	\$0	
Labor - shift bridge deck	0.0		\$0	\$0	
Labor - pilot & flagging	0.0		\$0	\$0	
Labor - finalize bridge	240.0		\$7,940	\$0	
0 Spans Falsework Material			\$0		
Labor - place and remove falsework	0.0		\$0	\$0	

Labor	- remove old bridge	0.0		\$0	\$0	
				-----	-----	-----
	Acct. Total =			\$750,630	\$0	\$750,630
<b>SUMMARY OF ALL ABOVE ITEMS</b>						<b>TOTAL MH</b>
	LABOR - unload material =	87.1	0.0	\$2,880	\$0	87.1
	LABOR - drive piles =	2940.0	928.4	\$97,230	\$30,700	3868.4
	LABOR - place caps =	398.0	125.7	\$13,160	\$4,160	523.7
	LABOR - prepare for changeout =	521.7	164.7	\$17,250	\$5,450	686.4
	LABOR - place spans =	397.8	265.2	\$13,160	\$8,770	663.0
	LABOR - finalize project =	372.4	117.6	\$12,320	\$3,890	490.0
<b>TOTAL OF ABOVE LABOR SUMMARY =</b>				<b>4717.0</b>	<b>1601.6</b>	<b>\$156,000</b>
	RAW MATERIAL =			\$512,450		
	OTHER (contracted services) =			\$4,000		
	OTHER (equipment rental) =			\$60,000		
Ties		CAP	OPR			
	40 EA Track Ties	MH	MH	\$5,080		
	Labor - replace track ties	86.3	17.7	\$2,850	\$580	
	Material Additive (9 %)			\$460		
	Sales Tax (7.3%)			\$370		
				-----	-----	-----
	Acct. Total =			\$8,760	\$580	\$9,340
Rail & O.T.M.		CAP	OPR			
	400 TF Track Panels	MH	MH	\$58,800		
	8 EA Transition Rails (30')			\$9,840		
	Labor - place track panels & rail	160.0	0.0	\$5,290	\$0	
	0 EA Track Spikes			\$0		
	0 TF O.T.M.			\$0		
	Labor - remove & replace rail	0.0	51.2	\$0	\$1,690	
	20 EA Weld Kits			\$1,400		
	Labor - place track welds	176.0	0.0	\$5,820	\$0	
	Material Additive (9 %)			\$5,420		
	Sales Tax (7.3 %)			\$4,390		
				-----	-----	-----
	Acct. Total =			\$90,960	\$1,690	\$92,650
Ballast		CAP	OPR			
	125 Cu Yd Ballast ( 209	NT )		\$1,880		
	Labor - unload ballast	25.0	0.0	\$830	\$0	
				-----	-----	-----
	Acct. Total =			\$2,710	\$0	\$2,710
Work Train		CAP	OPR			
	10 Days Work Train Service - Fuel	MH	MH	\$16,780		
	Labor - work train (3 man)	420.0	0.0	\$13,890	\$0	
				-----	-----	-----
				\$30,670	\$0	\$30,670
Equipment Maintenance		CAP	OPR			
	10 Days Equipment Maintenance - Material	MH	MH	\$2,200		
	Labor - equipment maintainer	100.0	0.0	\$3,310	\$0	
				-----	-----	-----
				\$5,510	\$0	\$5,510

Signal		CAP	OPR			
	10 Days Signal Maintainer - Material	MH	MH	\$2,200		
	Leased Vehicle			\$500		
	Labor - signal maintainer	100.0	0.0	\$3,310	\$0	
				-----	-----	-----
				\$6,010	\$0	\$6,010

BASE ESTIMATE TOTAL =	=====	=====	=====
	\$959,250	\$55,240	\$1,014,490

Additives	(Capital)	(Operating)			
Business Expense %	43	43	\$82,260	\$23,750	
Labor Additive %	220	42	\$420,880	\$23,200	
Transportation			\$280		
Contingencies %	2	2	\$19,190	\$1,100	
			-----	-----	-----
			\$522,610	\$48,050	\$570,660

ROUGH BASE + ADDITIVES ESTIMATE TOTAL =	=====	=====	=====
	\$1,481,860	\$103,290	\$1,585,150

(total labor =)	\$191,310	\$55,240	\$246,550
(total 6 man crew days =)	96.4	27.8	124.2
<b>(total B&amp;B MH = )</b>	<b>4717.0</b>	<b>1601.6</b>	
<b>(total B&amp;B 6 man crew days =)</b>	<b>78.6</b>	<b>26.7</b>	
(price / f t=)	\$11,577	\$807	\$12,384

EQUIPMENT RENTAL ITEMIZATION						
LINE NO.	EQUIPMENT DATA		RENTAL DATA			TOTALS
	QUANTITY	EQUIPMENT DESCR.	NO. OF UNITS	TIME UNITS	UNIT RATE	
1.	1	Excavator	60	DAYS @	\$500	\$30,000
2.	1	Vibratory Hammer	2	MONTHS @	\$15,000	\$30,000
3.				"		\$0
4.				"		\$0
5.				"		\$0
6.				"		\$0
7.				"		\$0
8.				"		\$0
TOTAL FOR EQUIPMENT RENTAL =						\$60,000

CONTRACTED SERVICES ITEMIZATION				
LINE NO.			UNIT RATE	TOTALS
	QUANTITY	DESCRIPTION		
1.	1	Transportation	LS	\$4,000
2.			LS	\$0
3.			LS	\$0
4.			LS	\$0
5.			LS	\$0
6.			LS	\$0
7.			LS	\$0
8.			LS	\$0
TOTAL FOR CONTRACTED SERVICES =				\$4,000

## **Exhibit E**

Date: June 1, 2021

Ms. Logan Daniels  
Snohomish County Department of Conservation and Natural Resources  
6705 Puget Park Drive  
Snohomish, WA, 98296

Re: Final Approval of Plans and Specifications drafted \_\_\_\_\_  
**Hanson Professional Services, Inc.** (hereinafter called, the “Plans and Specifications”)

Dear Ms. Daniels:

This letter serves as BNSF RAILWAY COMPANY’s (“BNSF”) final written approval of the Plans and Specifications covering the construction of the Meadowdale Beach Park Bridge. This final written approval is given to Snohomish County (“Agency”) pursuant to Article III, Section 1 of that certain Underpass Agreement between BNSF and Agency which this Exhibit E is attached to and made a part thereof.

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

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

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

Regards,

  
\_\_\_\_\_

Stephen Semenick

# **EXHIBIT F**

## ***Grade Separations***

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

#### **1.01 General:**

- 1.01.01 \_\_\_\_\_ (the "Contractor") must cooperate with **BNSF RAILWAY COMPANY**, hereinafter referred to as "**Railway**" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property," during the construction of the Meadowdale Beach Park Pedestrian Underpass.
- 1.01.02 Definitions:
  - **Operationally Critical, (OC):** defined as work that requires a submittal and acceptance by BNSF, which impacts, or could impact BNSF operations, on BNSF right-of-way or adjacent to it.
  - **Acceptance:** BNSF's response to plan submittals indicating a notice to proceed with work in the field;  
**Disclaimer for Acceptance: \*BNSF has reviewed these submittals and no exceptions are taken with regard to BNSF's ability to use or accommodate the project as intended. BNSF has not reviewed the design details or calculations for structural integrity or engineering accuracy. BNSF accepts no responsibility for errors or omissions in the design or execution of the project.**
  - **Inspector/Coordinator, (I/C):** A third party consultant which BNSF hires to assist in the coordination of the project on BNSF's behalf. When referenced, "I/C" refers to the I/C team consisting of I/C-I, I/C-II, and the Resident Engineer (RE). The I/C team's role is to ensure the project is constructed per accepted\* plans and specifications for that portion of the project on BNSF right of way, as it affects BNSF. The I/C will monitor construction activities to ensure that improvements used by BNSF meet all requirements of BNSF and accommodate railroad operations.
- 1.01.03 The following submittals and actions are required by BNSF prior to Operationally Critical, (OC) Work being performed on BNSF property or above tracks being operated by BNSF Railway:

#### **2.01 Submittals and Actions Required During the Project Design Phase:**

- 2.01.01 Snohomish County (the "Agency") shall be the main contact for BNSF throughout the project. Agency shall be included on all correspondence relating to BNSF.
- 2.01.02 Required Design Submittals: (Allow for 4 weeks for BNSF to review design submittals)

Agency shall refer to the requirements of the UP/BNSF Guidelines on Grade Separation Projects when designing a grade separation which will impact BNSF Railway. Agency will be required to submit plans for BNSF review and comment. Plans shall not be labeled "final" until all comments have been addressed and BNSF has accepted\* the plans.

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

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

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

Overpass design

Underpass design

Hydraulic study

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

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

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

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

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

### 3.01 Submittals and Actions Required During the Construction Phase:

- 3.01.01 The Agency shall be the main contact for BNSF throughout the project. Agency shall be included on all correspondence relating to BNSF. **BNSF will NOT accept submittals directly from the Agency's Contractor.**
- 3.01.02 BNSF will hire a consultant team to perform the duties of an Inspector/Coordinator, (I/C) on behalf of BNSF for the duration of the field construction of the project. The cost of the I/C will be reimbursable to BNSF by the Agency or their Contractor.

BNSF requires the I/C team be involved in the project throughout the construction phase to represent BNSF.

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

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

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

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

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

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

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

Any changes to the work governed by a submittal requires that the submittal be re-accepted\* by BNSF before the work commences.

Examples of construction submittals required include but are not limited to:

Contractors Safety Action Plan, Fire Prevention Plan, Proposed Project Schedule, Demolition, Shoring, Falsework and Lifting of Materials.

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

Critical Pick Plan (75% of capacity of crane, or multi-crane pick)

Lifted Material Plan (Placement or Removal) – When lift is within temporary construction clearances and when list is within 25' of the centerline of the nearest track

Demolition Plan

Temporary Shoring Plan

Bracing Design Plan (non-standard only per DOT)

For overpasses, Agency shall submit as-built plans of the structure, including final clearance dimensions to the I/C. Vertical clearance must be measured from the Top of Rail, horizontal clearance must be measured from the nearest track centerline.

**OPERATIONALLY CRITICAL WORK AND SUBMITTALS:** (4 to 6 weeks review timeline) All OC work requires a submittal and acceptance\* by BNSF.

- Operationally Critical (OC) submittals are those that have the potential to affect the safe operation of trains and will need to be reviewed carefully. Work must be monitored to ensure it conforms to the submitted/accepted\* plan.
- In-person safety review meetings will be required with BNSF representative, I/C, Contractor and Agency representative for all OC work and must be documented. The purpose of the meeting is to ensure all parties understand BNSF requirements and are following the applicable submittals. When a track work window is required the meeting shall occur at least 48 hours in advance of work starting.
- **Submittals must meet the requirements of the UP Railroad - BNSF Railway Guidelines for Railroad Grade Separation Projects. Submittals must also follow the requirements outlined in BNSF Review Comment Sheets, Use of Cranes & Lifting of Materials Submittal Schedule, BNSF Guidelines for Preparation of Bridge Demolition & Removal Plan and the BNSF-UPRR Guidelines for Temporary Shoring. Some submittals are required to be sealed by a licensed professional engineer.**
  - a. See Table 3-1 for Overhead Structures in UP Railroad - BNSF Railway Guidelines for Railroad Grade Separation Projects



- b. See Table 3-2 for Underpass Structures UP Railroad - BNSF Railway Guidelines for Railroad Grade Separation Projects
- c. Examples of OC submittals included in the above are:
  - i. Shoring (Follow BNSF-UPRR Guidelines for Temporary Shoring)
  - ii. Falsework
  - iii. Demolition (Need plans for substructure and superstructure. Follow BNSF Guidelines for Preparation of Bridge Demolition & Removal Plan)
  - iv. Erection (overhead and underpass structures)
  - v. Construction Phasing Plans
- d. Additional OC submittals required, but not included in the Guidelines are:
  - i. All work plans that remove tracks from service (track outage windows require a detailed Gantt chart when greater than 2 hours)
  - ii. Contingency plans

Additional OC submittals may be required on a project by project basis.

For underpasses and other railroad bridges, as required in Sections 4.11 and 4.12 of the UP Railroad - BNSF Railway Guidelines for Railroad Grade Separation Projects, a RE will be on site full-time during construction, at the cost of the project. At the discretion of the RE, as accepted by BNSF, an I/C-I or I/C-II maybe assigned for field duties where the work is not critical to ensuring the bridge is built to accepted project plans and specification.

- BNSF requires temporary and new track and railroad bridges be inspected by an FRA qualified BNSF employee prior to being placed into service. Two week advanced notice to BNSF structures department is required. For underpasses, all pile driving records are to be provided within 3-days of driving to the BNSF PE.
- Agency shall submit an as-built survey of shoo-fly final alignments. Alignments must conform to BNSF Shoo-fly procedures.

- 3.01.05 Prior to any work commencing on BNSF right of way:

Contractors C/C-1 or Right of Entry must be fully executed and their insurance must be approved before they can perform work on BNSF property.

Proof of Contractors insurance approval must be produced to the BNSF PE and the I/C.

- 3.01.06 Contractor must adhere to all other BNSF policies and procedures not specifically mentioned in this agreement.

**Exhibit G**

Meadowdale Beach Park Railroad Bridge Project

Estimated Total Project Cost

# SNOHOMISH COUNTY BID PROPOSAL FORM

Snohomish County Purchasing Division  
6<sup>th</sup> Floor Robert J. Drewel Building  
3000 Rockefeller Ave, MS 507  
Everett, Washington 98201

The bidder, in compliance with your Invitation For Bids for the Meadowdale Beach Park and Estuary Restoration Project having examined the specifications, drawings, related documents, and the site of the proposed work, and being familiar with all of the conditions surrounding the work of the proposed project including the availability of material and labor, hereby proposes to furnish all labor, materials and incidentals, and to perform the work in accordance with the contract documents at the prices stated below. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this bid proposal is a part.

Bidder hereby agrees to commence work, as required by contract, upon receipt of written Notice to Proceed and to fully complete work as described.

## BID SCHEDULE A – PARK CONSTRUCTION

### Bid Schedule A – Park Construction

<u>ITEM NO.</u>	<u>BID ITEM DESCRIPTION</u>	<u>BID QTY</u>	<u>U/M</u>	<u>UNIT PRICE (\$/CENTS)</u>	<u>TOTAL (\$/CENTS)</u>
<u>A-1</u>	Mobilization and Demobilization (5% of Base Bid, Maximum)	1	LS	50,000 <sup>00</sup>	50,000 <sup>00</sup>
<u>A-2</u>	Project Administration and Temporary Facilities and Controls	1	LS	500,000 <sup>00</sup>	500,000 <sup>00</sup>
<u>A-3</u>	Temporary Stream Diversion and Dewatering	1	LS	150,000 <sup>00</sup>	150,000 <sup>00</sup>
<u>A-4</u>	Temporary Erosion and Sediment Control	1	LS	70,000 <sup>00</sup>	70,000 <sup>00</sup>
<u>A-5</u>	Clearing and Grubbing	1	LS	120,000 <sup>00</sup>	120,000 <sup>00</sup>
<u>A-6</u>	Site Demolition, Including Utilities	1	LS	40,000 <sup>00</sup>	40,000 <sup>00</sup>
<u>A-7</u>	Earthwork	1	LS	525,000 <sup>00</sup>	525,000 <sup>00</sup>
<u>A-8</u>	Landslide Protective Barrier	1	LS	50,000 <sup>00</sup>	50,000 <sup>00</sup>
<u>A-9</u>	Subsurface Debris Removal	7,167	CY	85 <sup>00</sup>	609,195 <sup>00</sup>
<u>A-10</u>	Excavation Support and Protection	1	LS	12,500 <sup>00</sup>	12,000 <sup>00</sup>
<u>A-11</u>	Unsuitable Foundation Excavation	100	CY	25 <sup>00</sup>	2,500 <sup>00</sup>
<u>A-12</u>	Select Fill	845	Ton	60 <sup>00</sup>	50,700 <sup>00</sup>
<u>A-13</u>	Spiralnailing	5,355	SF	62 <sup>00</sup>	332,010 <sup>00</sup>

<b>ITEM NO.</b>	<b>BID ITEM DESCRIPTION</b>	<b>BID QTY</b>	<b>U/M</b>	<b>UNIT PRICE (\$/CENTS)</b>	<b>TOTAL (\$/CENTS)</b>
<u>A-14</u>	Water and Stormwater Utilities and Drainage Features	1	LS	150,000 <sup>00</sup>	150,000 <sup>00</sup>
<u>A-15</u>	Pedestrian Bridge, Concrete Abutment Walls, Plinths, Guardrails, and Grated Boardwalk Trail	1	LS	550,000 <sup>00</sup>	550,000 <sup>00</sup>
<u>A-16</u>	Vinyl Sheet Pile Wall, Concrete Cap and Edge Wall, Concrete Paving, and Miscellaneous Site Concrete	1	LS	70,000 <sup>00</sup>	70,000 <sup>00</sup>
<u>A-17</u>	Asphalt Paving, Crushed Rock Surfacing, and Reinforced Turf, for Pedestrian Areas	1	LS	100,000 <sup>00</sup>	100,000 <sup>00</sup>
<u>A-18</u>	Parking Lot and Access Road Crushed Surfacing, Asphalt Paving, Paved Drainage Swale, Wheel Stops, Striping	1	LS	135,000 <sup>00</sup>	135,000 <sup>00</sup>
<u>A-19</u>	Restroom Enclosure	1	LS	185,000 <sup>00</sup>	185,000 <sup>00</sup>
<u>A-20</u>	Picnic Shelter Renovation	1	LS	50,000 <sup>00</sup>	50,000 <sup>00</sup>
<u>A-21</u>	Electrical Site Work, Including Lighting	1	LS	62,500 <sup>00</sup>	62,500 <sup>00</sup>
<u>A-22</u>	Beach and Estuary Sand, Gravel, Cobble Substrates, Rock Armoring, Large Woody Debris, and Wildlife Tree Snags	1	LS	525,000 <sup>00</sup>	525,000 <sup>00</sup>
<u>A-23</u>	Site Furnishings, Including Signage and Interpretive Sign Mounting Bases	1	LS	90,000 <sup>00</sup>	90,000 <sup>00</sup>
<u>A-24</u>	Landscape Irrigation	1	LS	100,000 <sup>00</sup>	100,000 <sup>00</sup>
<u>A-25</u>	Imported Topsoils, Landscape and Habitat Planting, and Coir and Jute Erosion Control Fabrics	1	LS	275,000 <sup>00</sup>	275,000 <sup>00</sup>
<u>A-26</u>	Handling and Disposal of Surplus Excavated Material Below Rock Embankment (See Schedule B Item 19) and Subsurface Material Landward and Waterward from the embankment within the BNSF ROW	1,688	TN	65 <sup>00</sup>	109,720 <sup>00</sup>

**SCHEDULE A SUBTOTAL** 4,914,125<sup>00</sup>

**10.4% W.S.S.T.** 511,069<sup>00</sup>

**SCHEDULE A BID TOTAL (Subtotal with Sales Tax)** 5,425,194<sup>00</sup>

**Bid Schedule B – Railroad Construction**

<b>ITEM NO.</b>	<b>BID ITEM DESCRIPTION</b>	<b>BID QTY</b>	<b>U/M</b>	<b>UNIT PRICE (\$/CENTS)</b>	<b>TOTAL (\$/CENTS)</b>
<u>B-1</u>	Mobilization and Demobilization (5% of Base Bid, Maximum)	1	LS	25,000 <sup>00</sup>	25,000 <sup>00</sup>
<u>B-2</u>	Project Administration and Temporary Facilities	1	LS	200,000 <sup>00</sup>	200,000 <sup>00</sup>
<u>B-3</u>	Demo Existing Box Culvert	1	LS	20,000 <sup>00</sup>	20,000 <sup>00</sup>
<u>B-4</u>	Streambed Cobbles Between Sheet-Pile Wall and Pedestrian Trail	10	CY	220 <sup>00</sup>	2,200 <sup>00</sup>
<u>B-5</u>	Install WSDOT Type 3 Chain-link Fence	480	LF	30 <sup>00</sup>	14,400 <sup>00</sup>
<u>B-6</u>	Remove Chain-link Fence	513	LF	5 <sup>00</sup>	2,565 <sup>00</sup>
<u>B-7</u>	12"x36" Custom Sign "Clearance 6'-8"'"	2	EA	500 <sup>00</sup>	1,000 <sup>00</sup>
<u>B-8</u>	Relocate "Railroad - No Trespassing" Signs	21	EA	90 <sup>00</sup>	1,890 <sup>00</sup>
<u>B-9</u>	Railroad Bridge Abutment Slope Protection – Geotextile	3,200	SF	0 <sup>30</sup>	960 <sup>00</sup>
<u>B-10</u>	Railroad Bridge Abutment Slope Protection - Quarry Spalls	100	CY	110 <sup>00</sup>	11,000 <sup>00</sup>
<u>B-11</u>	Railroad Bridge Abutment Slope Protection - Class 'A' Rock	140	CY	110 <sup>00</sup>	15,400 <sup>00</sup>
<u>B-12</u>	Railroad Bridge Abutment Slope Protection - Class 'B' Rock	270	CY	135 <sup>00</sup>	36,450 <sup>00</sup>
<u>B-13</u>	Temporary Embankment with Quarry Spalls	2,570	CY	100 <sup>00</sup>	257,000 <sup>00</sup>
<u>B-14</u>	Temporary Embankment Capping Material (Subballast)	220	CY	140 <sup>00</sup>	30,800 <sup>00</sup>
<u>B-15</u>	Remove Temporary Embankment	2,790	CY	55 <sup>00</sup>	153,450 <sup>00</sup>
<u>B-16</u>	Temporary Railroad Crossing	1	LS	18,500 <sup>00</sup>	18,500 <sup>00</sup>
<u>B-17</u>	Temporary Geotextile	31,400	SF	0 <sup>24</sup>	7,536 <sup>00</sup>
<u>B-18</u>	Structural Excavation to Onsite Stockpile	2,980	CY	25 <sup>00</sup>	74,500 <sup>00</sup>
<u>B-19</u>	Handling and Disposal of Surplus Excavated Rock Embankment Materials within BNSF ROW	5,100	TN	68 <sup>00</sup>	346,800 <sup>00</sup>
<u>B-20</u>	Temporary Soil Retention System	1	LS	547,500 <sup>00</sup>	547,500 <sup>00</sup>
<u>B-21</u>	Bridge Drainage System	1	LS	30,000 <sup>00</sup>	30,000 <sup>00</sup>
<u>B-22</u>	Sheet-Pile Retaining Wall with Concrete Cap	80	LF	1,250 <sup>00</sup>	100,000 <sup>00</sup>

<b>SCHEDULE B SUBTOTAL</b>		1,896,951 <sup>00</sup>
<b>10.4% W.S.S.T.</b>		197,282 <sup>90</sup>
<b>SCHEDULE B BID TOTAL (Subtotal with Sales Tax)</b>		2,094,233 <sup>90</sup>

<b>COMBINED - SCHEDULE A + SCHEDULE B SUBTOTAL</b>		6,811,076 <sup>00</sup>
<b>10.4% W.S.S.T.</b>		708,351 <sup>90</sup>
<b>COMBINED SCHEDULES BID TOTAL (Subtotal with Sales Tax)</b>		7,519,427 <sup>90</sup>

2. **OVERHEAD AND PROFIT:** The undersigned agrees that all of the above named base bid, and alternate bids if applicable, includes all contractor's overhead and profit or fee.
3. **SALES TAX:** All applicable sales tax shall be shown as a separate line item on this bid proposal form.
4. **PERMITS:** The undersigned agrees that the above named base bid, and alternate bids if applicable, includes permit costs.
5. **RIGHT OF REJECTION:** Bidder agrees that the Owner reserves the right to reject any or all bids, or the bid on any alternate, and to waive any informalities in the bidding.
6. **CONTRACT AND BONDS:** If the undersigned be notified of the acceptance of this bid within sixty (60) days of the date set for opening bids, or any time thereafter before this bid is withdrawn, the undersigned agrees to execute a contract for the above work in the standard form of agreement noted in the specifications for a compensation computed from the sums stipulated in the Form of Bid and to furnish insurance and performance and payment bonds as stipulated.
7. **BID DEPOSIT:** The bid deposit is attached in the sum of \*\*\* 5% \*\*\* dollars (\$ \*\*\* 5% \*\*\* ). The undersigned agrees that the check or bid bond accompanying this bid is left in escrow with the Owner, that the amount of the check, or sum of the bond, is the measure of damages which the Owner will sustain by the failure of the undersigned to deliver said documents within ten (10) days after written Notice of Award. The check shall become the property of the Owner or the bid bond shall remain in full effect. But if this bid is not accepted within sixty (60) days after the time set for that period, or if the undersigned delivers said contract, bonds and insurance as instructed, then the check shall be returned to the bidder or the bond shall become void.