

November 13, 2024

ADDENDUM 2 – JOB 24302

TO: All prospective bidders on Projects SC-0950(061) and SC-0910(063), Job No. 24302 scheduled for the November 15, 2024 bid opening.

The following revision(s) shall be made:

Plan Revisions:

See attached summary from Derek D. Pfeifer, P.E. dated November 12, 2024 for an explanation.

Request for Proposal Revisions:

- Remove and replace pages 5 thru 6 of 8 of the Proposal pages located at the beginning of the Request for Proposal with pages revised November 12, 2024.
- Bid Item Changes are summarized in the Plan Addendum Summary and Approval.

This addendum is to be incorporated into the bidder's proposal for this project. AASHTOWare Project Bids files should be updated by downloading the addendum file from the Bid Express on-line bidding exchange at <http://www.bidx.com/> and load it into the AASHTOWare Project Bids program.



PHILLIP MURDOFF, P.E. – CONSTRUCTION SERVICES ENGINEER

80: jwj

Enclosure

PLAN ADDENDUM SUMMARY AND APPROVAL

PROJECT INFORMATION		
Project:	SC-0910(063); SC-0950(061)	PCN: 24301,24302
Location:	CASS COUNTY HWY 26 (CMC 0910) FROM CASS COUNTY N. TO STATE HWY 18 CASS COUNTY HWY 16 (CMC 0950) FROM STATE HWY 18 TO DAVENPORT	
Date:	11/12/2024	Lead Designer: ZACK WALN
Bid Opening Date:	11/08/2024	JOB#: 24302 Addendum#: 2

PLAN SHEET CHANGES		
Section	Sheet	Description
001	001	UPDATED RAILROAD EXCEPTION STATIONING FOR BNSF
002	001	REMOVED SP 164(24) RAILROAD REQUIREMENTS BNSF C&C1
004	002	UPDATED RAILROAD EXCEPTION STATIONING FOR BNSF
006	001	UPDATED "100-P02 COORDINATION OF PROJECTS" NOTE FOR DAVENPORT RING LEVEE
008	001	UPDATED QUANTITIES FOR UPDATED RAILROAD EXCEPTION STATIONING FOR BNSF, Added Items: RAILWAY PROTECTION INSURANCE, RAILWAY COORDINATION
010	002	UPDATED QUANTITIES FOR UPDATED RAILROAD EXCEPTION STATIONING FOR BNSF
010	003	UPDATED QUANTITIES FOR UPDATED RAILROAD EXCEPTION STATIONING FOR BNSF
010	004	UPDATED QUANTITIES FOR UPDATED RAILROAD EXCEPTION STATIONING FOR BNSF
030	005	UPDATED TYPICAL SECTION STATIONING TO ACCOMMODATE UPDATED RAILROAD EXCEPTION STATIONING FOR BNSF
100	002	UPDATED RAILROAD EXCEPTION STATIONING FOR BNSF

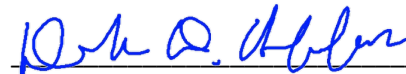
CHANGES MADE TO BID ITEMS FOR JOB					
Spec	Code	Description	Unit	Previous Quantity	Revised Quantity
107	0100	RAILWAY PROTECTION INSURANCE	L SUM	0	1
107	0140	RAILROAD COORDINATION	L SUM	0	1
401	0050	TACK COAT	GAL	41,155	41,109
401	0070	FOG SEAL	GAL	20,421	20,401
411	0105	MILLING PAVEMENT SURFACE	SY	138,652	138,392
430	0143	RAP – SUPERPAVE FAA 43	TON	85,001	84,937
430	5818	PG 58H-34 ASPHALT CEMENT	TON	4,251	4,247
760	0005	RUMBLE STRIPS – ASPHALT SHOULDER	MILE	29.80	29.78

762	0122	PREFORMED PATTERNED PVMT MK – MESSAGE (GROOVED)	SF	397.5	349.5
762	0405	SHORT TERM 4IN BROKEN LINE – PNT TAPE OR RSD MRK	LF	66,141	66,069
762	0410	SHORT TERM 4IN LINE NPZ – PN TP OR RS MRK	LF	35,319	35,037
762	1106	PVMT MK PAINTED 6IN LINE	LF	115,789	115,483
CHANGES MADE TO PROPOSAL					
Page		Description			
SP 164(24)		Removed SP - Updated Railroad Exception stationing and will no longer be conducting work inside of Railroad Right-of-way.			
SP 165(24), Page 2 of 2		Changed Method of Measurement and Basis of Payment to correspond with 'Railway Protection Insurance' and 'Railroad Coordination'			

APPROVAL

Should the revisions described above be processed as a plan addendum?

 X Yes No



Derek Pfeifer, P.E. – Local Government Engineer

11/12/2024

Date

BID ITEMS

Projects: SC-0950(061) (PCN-24302) and SC-0910(063) (PCN-24301)

Bidder must type or neatly print unit prices in numerals, make extensions for each item, and total. Do not carry unit prices further than three (3) decimal places.

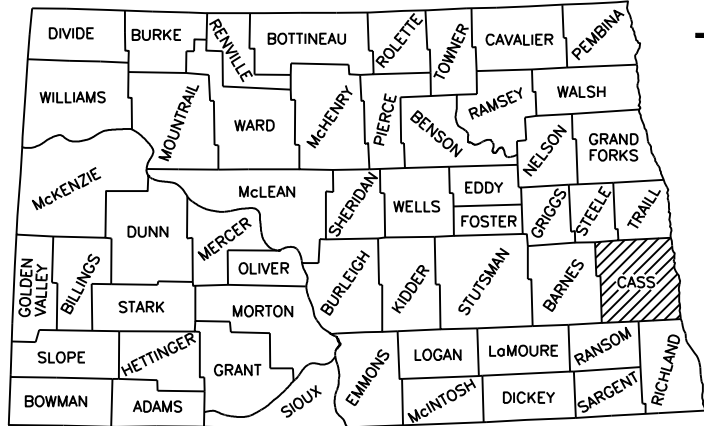
Item No.	Spec No.	Code No.	Description	Unit	Approx. Quantity	Unit Price		Amount	
						\$\$\$\$	000	\$\$\$\$	00
001	103	0100	CONTRACT BOND	L SUM	1.				
002	107	0100	RAILWAY PROTECTION INSURANCE	L SUM	1.				
003	107	0140	RAILROAD COORDINATION	L SUM	1.				
004	203	0119	TOPSOIL-IMPORTED	CY	7,706.				
005	216	0100	WATER	M GAL	1,350.				
006	230	0106	RESHAPING ROADWAY	MILE	8.				
007	251	0300	SEEDING CLASS III	ACRE	9.550				
008	253	0101	STRAW MULCH	ACRE	9.150				
009	253	0201	HYDRAULIC MULCH	ACRE	.400				
010	302	0160	AGGREGATE BASE COURSE CL 13	TON	2,208.				
011	401	0050	TACK COAT	GAL	41,109.				
012	401	0070	FOG SEAL	GAL	20,401.				
013	411	0105	MILLING PAVEMENT SURFACE	SY	138,392.				
014	430	0143	RAP - SUPERPAVE FAA 43	TON	84,937.				
015	430	0400	HMA INTELLIGENT COMPACTION	L SUM	1.				
016	430	1000	CORED SAMPLE	EA	683.				

BID ITEMS

Projects: SC-0950(061) (PCN-24302) and SC-0910(063) (PCN-24301)

Bidder must type or neatly print unit prices in numerals, make extensions for each item, and total. Do not carry unit prices further than three (3) decimal places.

Item No.	Spec No.	Code No.	Description	Unit	Approx. Quantity	Unit Price		Amount	
						\$\$\$\$	000	\$\$\$\$	00
017	430	5818	PG 58H-34 ASPHALT CEMENT	TON	4,247.				
018	702	0100	MOBILIZATION	L SUM	1.				
019	704	0100	FLAGGING	MHR	1,032.				
020	704	1000	TRAFFIC CONTROL SIGNS	UNIT	2,821.				
021	704	1060	DELINEATOR DRUMS	EA	40.				
022	704	1185	PILOT CAR	HR	516.				
023	706	0550	BITUMINOUS LABORATORY	EA	1.				
024	706	0600	CONTRACTOR'S LABORATORY	EA	1.				
025	760	0005	RUMBLE STRIPS - ASPHALT SHOULDER	MILE	29.780				
026	762	0122	PREFORMED PATTERNED PVT MK-MESSAGE(GROOVED)	SF	349.500				
027	762	0405	SHORT TERM 4IN BROKEN LINE-PNT TAPE OR RSD MRK	LF	66,069.				
028	762	0410	SHORT TERM 4IN LINE NPZ-PN TP OR RS MRK	LF	35,037.				
029	762	1104	PVT MK PAINTED 4IN LINE	LF	96,293.				
030	762	1106	PVT MK PAINTED 6IN LINE	LF	115,483.				
031	762	1124	PVT MK PAINTED 24IN LINE	LF	48.				
			TOTAL SUM BID						



CASS COUNTY HIGHWAY DEPARTMENT PLANS

FOR THE PROPOSED IMPROVEMENT OF A COUNTY HIGHWAY

FEDERAL AID PROJECTS NO. SC-0950(061) PCN 24302 & SC-0910(063) PCN 24301

MILL, HMA, SEEDING & INCIDENTALS

CASS COUNTY HIGHWAY 16 (CMC 0950); FROM STATE HWY 18 TO DAVENPORT

CASS COUNTY HIGHWAY 26 (CMC 0910); FROM CASS COUNTY 5 N. TO STATE HWY 18

PCN	STATE	PROJECT NO.
24302 24301	ND	SC-0950(061) SC-0910(063)

GOVERNING SPECIFICATIONS	Date Published and Adopted by the North Dakota Department of Transportation
STANDARD SPECIFICATIONS	07/01/2024
SUPPLEMENTAL SPECIFICATIONS	NONE

SKETCH MAP OF NORTH DAKOTA SHOWING COUNTIES

DESIGN DATA - HWY 16 (CMC 0950)

FROM STATE HWY 18 TO DAVENPORT

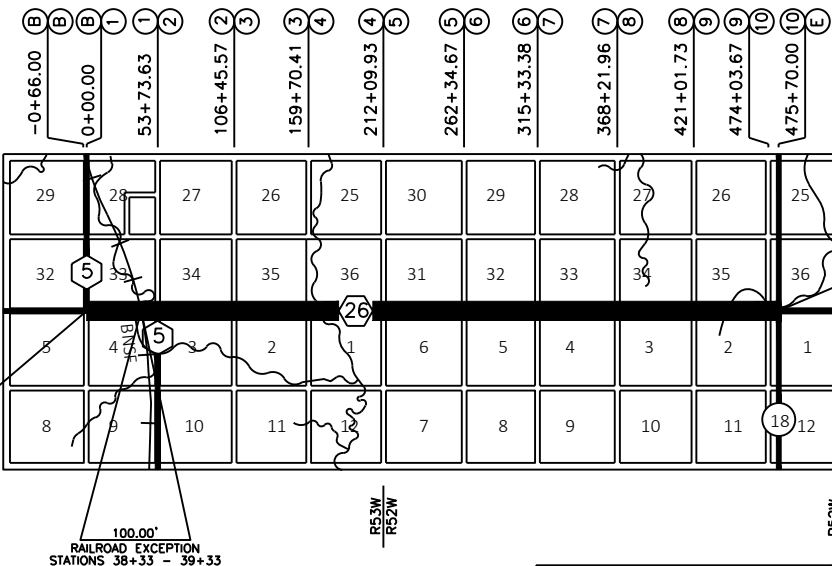
TRAFFIC ~ SC-0950(061)	AVERAGE DAILY		
	PASSENGER	TRUCKS	TOTAL
CURRENT TRAFFIC - 2024	90	90	180
TRAFFIC FORECAST - 2044	115	115	230
DESIGN SPEED	55 MPH		
DESIGN ESALS	461,642		
MINIMUM SIGHT DISTANCE (STOPPING)	495 FEET		
SUPERELEVATION	0.06 FT/FT		
HIGHWAY CROSS SLOPE	2.1%		

DESIGN DATA - HWY 26 (CMC 0910)

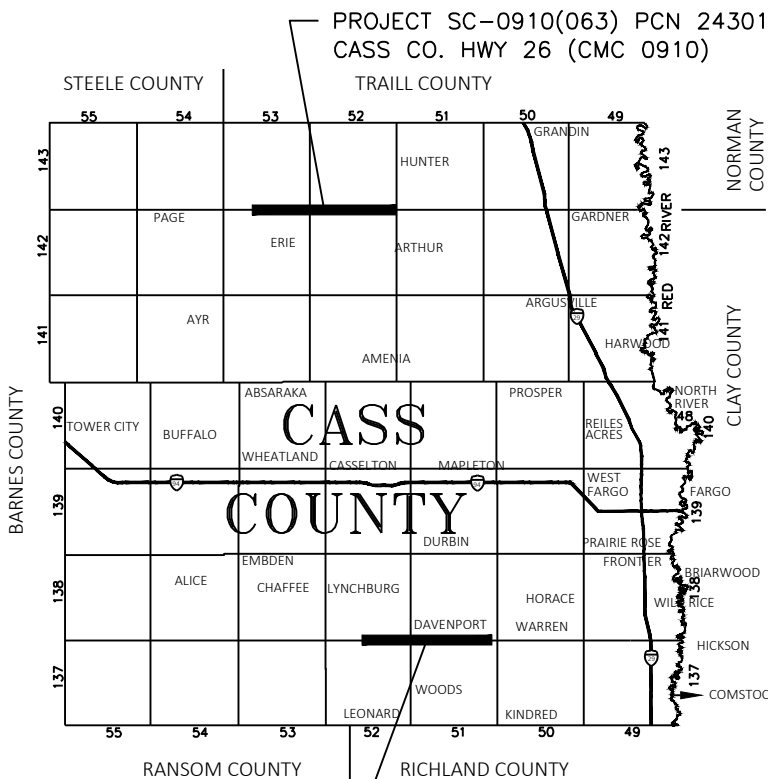
FROM CASS HWY 5 N. TO STATE HWY 18

TRAFFIC ~ SC-0910(063)	AVERAGE DAILY		
	PASSENGER	TRUCKS	TOTAL
CURRENT TRAFFIC - 2024	192	358	550
TRAFFIC FORECAST - 2044	235	436	671
DESIGN SPEED	65 MPH		
DESIGN ESALS	2,694,928		
MINIMUM SIGHT DISTANCE (STOPPING)	645 FEET		
SUPERELEVATION	0.06 FT/FT		
HIGHWAY CROSS SLOPE	2.1%		

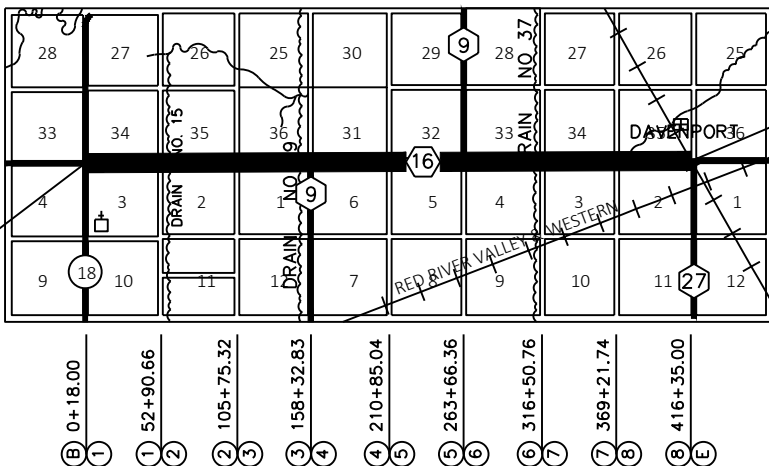
BEGIN PROJECT SC-0910(063) HWY 26 (CMC 0910)
STA. -0+66.00 = 66.0' WEST OF THE
N.W. CORNER SEC. 4, T142N, R53W.



END PROJECT SC-0910(063) HWY 26 (CMC 0910)
STA. 475+70.00 = 166.32' EAST OF THE
N.W. CORNER SEC. 1, T142N, R52W.



PROJECT SC-0950(061) PCN 24302
CASS CO. HWY 16 (CMC 0950)



BEGIN PROJECT SC-0950(061) HWY 16 (CMC 0950)
STA. 0+18.00 = 18.0' EAST OF THE
N.W. CORNER SEC. 3, T137N, R52W.

END PROJECT SC-0950(061) HWY 16 (CMC 0950)
STA. 416+35.00 = 580.51' WEST OF THE
N.E. CORNER SEC. 2, T137N, R51W.

CASS COUNTY HIGHWAY DEPARTMENT

PROJECT NO. SC-0950(061) & SC-0910(063)

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

THOMAS B. SOUCY
THOMAS B. SOUCY N.D. REG. NO. 4038

DATE: 08/15/2024

Drawn By ZSW
Checked By KDL
REV DATE 11/12/2024
Scale As Shown
SEC NO. 001
SHEET NO. 1

J:\Admin-Eng\Projects\CI6 ST 18 to Davenport\2025 Paving Project\Design\CI6 Paving Plan Sheets.dwg:TABLE OF CONTENTS-11/12/2024 11:25 AM: (wainz)

PCN	STATE	PROJECT NO.
24302 24301	ND	SC-0950(061) SC-0910(063)

PLAN SECTIONS

<u>SECTION</u>	<u>PAGE(S)</u>	<u>DESCRIPTION</u>
001	1	TITLE SHEET
002	1	TABLE OF CONTENTS
004	1-2	SCOPE OF WORK
006	1-3	NOTES
008	1	QUANTITIES
010	1-4	BASIS OF ESTIMATE
020	1-6	GENERAL DETAILS
030	1-7	TYPICAL SECTIONS
100	1-3	WORK ZONE TRAFFIC CONTROL

LIST OF STANDARD DRAWINGS

<u>NUMBER</u>	<u>DESCRIPTION</u>
D-704-02	TRAFFIC CONTROL FOR CORING OF HOT BITUMINOUS PAVEMENT
D-704-08	BREAKAWAY SYSTEMS FOR CONSTRUCTION ZONE SIGNS – U-CHANNEL POST
D-704-09	CONSTRUCTION SIGN DETAILS – TERMINAL AND GUIDE SIGNS
D-704-11	CONSTRUCTION SIGN DETAILS – WARNING SIGNS
D-704-11A	CONSTRUCTION SIGN DETAILS – WARNING SIGNS
D-704-13	BARRICADE AND CHANNELIZING DEVICE DETAILS
D-704-14	CONSTRUCTION SIGN PUNCHING AND MOUNTING DETAILS
D-704-22	CONSTRUCTION TRUCK AND TEMPORARY DETOUR LAYOUTS
D-704-26	MISCELLANEOUS SIGN LAYOUTS
D-704-27	MOBILE OPERATION (PAVEMENT MARKING)
D-704-50	PORTABLE SIGN SUPPORT ASSEMBLY
D-704-56	MOBILE OPERATION – GRINDING SHOULDER RUMBLE STRIPS
D-706-01	BITUMINOUS LABORATORY
D-762-01	PAVEMENT MARKING MESSAGE DETAILS
D-762-04	PAVEMENT MARKING
D-762-11	SHORT-TERM PAVEMENT MARKING

SPECIAL PROVISIONS

<u>NUMBER</u>	<u>DESCRIPTION</u>
SSP 1	TEMPORARY EROSION AND SEDIMENT BEST MANAGEMENT PRACTICES
SSP 3	LOCAL AGENCY CONTRACTS
SSP 4	LONGITUDINAL JOINT DENSITY
SSP 10	E-TICKETING
SP 165(24)	RAILROAD REQUIREMENTS RRVW
SP 166(24)	INTELLIGENT COMPACTION FOR HMA
SP 167(24)	FLEXIBLE PAVEMENT SURFACE TOLERANCE

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CASS COUNTY HIGHWAY DEPARTMENT
WEST FARGO, NORTH DAKOTA
TABLE OF CONTENTS

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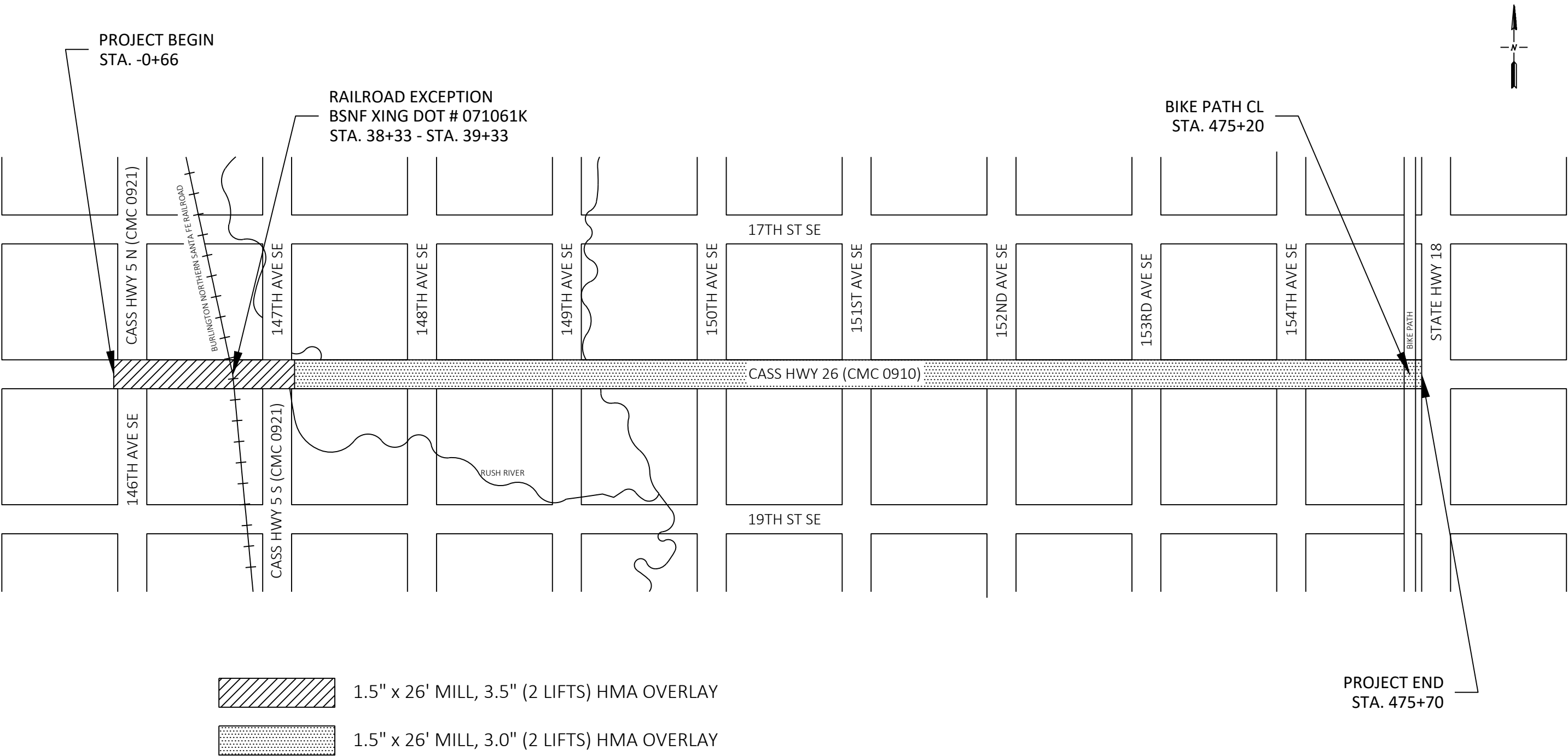
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SEC NO.
002

SHEET NO.
1

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PCN	STATE	PROJECT NO.
24302 24301	ND	SC-0950(061) SC-0910(063)



SCOPE OF WORK - HWY 26 (CMC 0910) SC-0910(063) PCN 24301

NOT TO SCALE

THIS DOCUMENT WAS ORIGINALLY ISSUED AND SEALED BY KYLE LITCHY N.D.
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CASS COUNTY HIGHWAY DEPARTMENT
WEST FARGO, NORTH DAKOTA
SCOPE OF WORK

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Checked By KDL
REV DATE 11/12/2024
Scale As Shown
SEC NO. 004
SHEET NO. 2

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100-P01 GENERAL PROVISIONS:

The cost of items on the plans, but not listed in the estimate of quantities, shall be included in the unit price for various items.

Thicknesses shown on the typical sections for surfacing are approximate. It is intended that the plan tonnages provided for by the basis of estimate shall be used uniformly throughout the project unless otherwise authorized by the Engineer.

The attention of the bidders is directed to M.S. 298.75 (Aggregate Material Tax), pursuant to the removal of aggregates from any deposit in Minnesota.

100-P02 COORDINATION OF PROJECTS:

Other projects in the vicinity of this project are under contract during the 2025 construction season.

These projects are:

- Cass Hwy 26 paving: Consists of Milling and overlaying Cass Hwy 26 from State Hwy 38 to State Hwy 32.
- Davenport Ring levee: Consists of Construction of Flood Ring levee around the City of Davenport with installing of Box Culvert on CR16 West of RR Tracks and pond on North side of CR16 East of RR Tracks. CR16 may be closed to allow this construction with no access allowed through. To coordinate this closure please call Cass County Water Resource District at (701) 298-2381.

100-P03 PROJECT COMPLETION:

The completion date for the project is September 13th, 2025 provided that a minimum of 0 working days, counted as mentioned in Standard Specification No. 108.06, are guaranteed for the performance of the work. Working days will be counted from {N/A} or from the actual date on which onsite work is conducted, whichever is earlier.

105-P01 UTILITIES:

No utilities relocations or adjustments are planned. All utilities on the project need to be protected and remain in existing location.

107-P01 CULTURAL RESOURCE PRESERVATION AND CLEARANCES OF GRAVEL PITS:

In accordance with Section 107.05 of the Standard Specifications, the Contractor is required to ensure that applicable cultural resource laws and regulations have been followed for all material sources. Below is the NDDOT website of pits that been certified.

<http://www.dot.nd.gov/dotnet2/materialsource/certificatesofapproval.aspx>

All material source locations, even those opened prior to the current project, must have been subjected to class III cultural resources inventory prior to use. Inventory results shall determine recommendations regarding use of a particular source. The Contractor's attention is directed to Section 107.06 of the Standard Specifications for the treatment of any cultural resources that may be uncovered within the right-of-way.

107-P02 WEED CONTROL:

Successful bidders as part of their supply contract shall be required as part of the bid acceptance to comply with the following:

1. All noxious weeds must be controlled within the pit and extraction area each year in compliance with North Dakota State Agriculture Department recommendations for noxious weed control.

2. The County Weed Officer shall inspect the pit and extraction area before any materials shall be removed and shall by written letter certify operator's compliance with the North Dakota Department of Agriculture's recommendations for noxious weed control.

3. Any questions concerning the certifications of compliance for noxious weed control and the requirements thereunder is available from the County Weed Officer at 701-298-2388.

This request is made pursuant to Section 4.1-47 of the North Dakota Century Code.

107-P03 HAUL ROADS:

The Contractor's attention is directed to Section 107.08 of the Standard Specifications regarding the use of public roads for hauling materials to the project. No township roads anywhere in Cass County shall be allowed for haul road usage, except within the project limits, unless permission is granted from the respective township. Hauling will not be permitted on Barnes County Highway 6 from State Highway 32 East to the Cass County line, Cass County Highway 26 from the Barnes County line East to State Highway 38, Cass County Highway 10 from Tower City East to State Highway 38, Cass County Highway 32 from Cass County Highway 11 East to Cass County Highway 81, Cass County Highway 20 from Cass County Highway 11 East to Cass County Highway 17, and Cass County Highway 22 from Cass County Highway 11 East to Cass County Highway 17. It shall be the Contractor's responsibility to investigate the suitability of routes with the agency having control of the road prior to submitting a bid.

203-P01 TOPSOIL - IMPORTED:

This bid item is for topsoil to be imported and placed on the aggregate and asphalt slough once paving has been completed on Hwy 16 (CMC 0950). The topsoil shall be placed with a shouldering machine on top of the asphalt slough (4" minimum depth) and then struck off. Approximately 6" deep and 5' wide for each side is estimated to be placed over the graded section. Payment for "TOPSOIL - IMPORTED" shall be by loose truck load cubic yards (CY) agreed upon between Contractor and Engineer. Contractor is to keep track of truck loads hauled onsite and give report to Engineer after each work day. All costs to complete this work shall be included in the price bid for "TOPSOIL - IMPORTED."

216-P01 WATER:

Any water needed for dust control on the haul and pit road shall be included in the price bid "WATER." All water needed for compaction of class 13 aggregate and Roadway Reshaping shall be incidental to its respective bid item.

230-P01 RESHAPING ROADWAY:

Prior to paving the Contractor shall scarify, reshape, water and compact existing roadway to uniform width and slope on Hwy 16 (CMC 0950) as shown in the plans. This item shall be paid per MILE, an increase or decrease from plan quantity will not be accepted as a reason to negotiated any pay adjustment for this bid item price. All costs associated to complete this work including blading, compacting, equipment, operator and any water needed for process shall be included in the bid price for "ROADWAY RESHAPING."

PCN	STATE	PROJECT NO.
24302 24301	ND	SC-0950(061) SC-0910(063)

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CASS COUNTY HIGHWAY DEPARTMENT
WEST FARGO, NORTH DAKOTA

NOTES

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PCN	STATE	PROJECT NO.
24302 24301	ND	SC-0950(061) SC-0910(063)

CASS COUNTY HIGHWAY DEPARTMENT							
PROJECT NO. SC-0950(061) PCN 24302 & SC-0910(063) PCN 24301 MILL, HMA, SEEDING & INCIDENTALS CASS CO. HWY 16 (CMC 0950): FROM STATE HWY 18 TO DAVENPORT CASS CO. HWY 26 (CMC 0910): FROM CASS CO. HWY 5 N. TO STATE HWY 18					ESTIMATED QUANTITIES SC-0950(061) HIGHWAY 16 (CMC 0950)	ESTIMATED QUANTITIES SC-0910(063) HIGHWAY 26 (CMC 0910)	TOTAL ESTIMATED QUANTITIES
ITEM	ITEM ID		DESCRIPTION	UNIT	APPROX.	APPROX.	APPROX.
	SPEC NO.	CODE NO.			QUANTITY	QUANTITY	QUANTITY
1	103	0100	CONTRACT BOND	L SUM	0.61	0.39	1
2	107	0100	RAILWAY PROTECTION INSURANCE	L SUM	1	0	1
3	107	0140	RAILROAD COORDINATION	L SUM	1	0	1
4	203	0119	TOPSOIL - IMPORTED	CY	7,706	0	7,706
5	216	0100	WATER	M GAL	870	480	1,350
6	230	0106	ROADWAY RESHAPING	MILE	8	0	8.00
7	251	0300	SEEDING CLASS III	ACRE	9.55	0	9.55
8	253	0101	STRAW MULCH	ACRE	9.15	0	9.15
9	253	0201	HYDRAULIC MULCH	ACRE	0.40	0	0.40
10	302	0160	AGGREGATE SURFACE COURSE CL 13	TON	1,173	1,035	2,208
11	401	0050	TACK COAT	GAL	16,528	24,581	41,109
12	401	0070	FOG SEAL	GAL	8,960	11,441	20,401
13	411	0105	MILLING PAVEMENT SURFACE	SY	412	137,980	138,392
14	430	0143	RAP - SUPERPAVE FAA 43	TON	55,570	29,367	84,937
15	430	0400	HMA INTELLIGENT COMPACTION	L SUM	0.61	0.39	1
16	430	1000	CORED SAMPLE	EA	386	297	683
17	430	5818	PG 58H-34 ASPHALT CEMENT	TON	2,779	1,468	4,247
18	702	0100	MOBILIZATION	L SUM	0.61	0.39	1
19	704	0100	FLAGGING	MHR	672	360	1,032
20	704	1000	TRAFFIC CONTROL SIGNS	UNITS	1,414	1,407	2,821
21	704	1060	DELINEATOR DRUMS	EA	20	20	40
22	704	1185	PILOT CAR	HR	336	180	516
23	706	0550	BITUMINOUS LABORATORY	EA	0.61	0.39	1
24	706	0600	CONTRACTOR'S LABORATORY	EA	0.61	0.39	1
25	760	0005	RUMBLE STRIPS - ASPHALT SHOULDER	MILE	13.30	16.48	29.78
26	762	0122	PREFORMED PATTERNED PVMT MK - MESSAGE (GROOVED)	SF	132.5	217.0	349.5
27	762	0405	SHORT TERM 4IN BROKEN LINE - PNT TAPE OR RSD MRK	LF	31,140	34,929	66,069
28	762	0410	SHORT TERM 4IN LINE NPZ - PN TP OR RS MRK	LF	8,613	26,424	35,037
29	762	1104	PVMT MK PAINTED 4IN LINE	LF	96,293	0	96,293
30	762	1106	PVMT MK PAINTED 6IN LINE	LF	0	115,483	115,483
31	762	1124	PVMT MK PAINTED 24IN LINE	LF	24	24	48

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CASS COUNTY HIGHWAY DEPARTMENT
WEST FARGO, NORTH DAKOTA
QUANTITIES

Drawn By ZSW
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REV DATE 11/12/2024
Scale As Shown
SEC NO. 008
SHEET NO. 1

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MILLING PAVEMENT SURFACE - 1.5IN					
CASS CO. HWY 16 (CMC 0950): FROM STATE HWY 18 TO DAVENPORT					
LOCATION	LENGTH (FT)	WIDTH (FT)	THICKNESS (IN)	AREA (SY)	TONS
ST 18 INTERSECTION	VARIES	VARIES	1.5	320	27
RRVW RR XING TIE IN	26	32	1.5	92	8
TOTAL				412	35

MILLING PAVEMENT SURFACE - 1.5IN						
CASS CO. HWY 26 (CMC 0910): FROM CASS CO. HWY 5 N. TO STATE HWY 18						
STA START	STA END	LENGTH (FT)	WIDTH (FT)	THICKNESS (IN)	AREA (SY)	TONS
-0+66	0+66	132	36	1.5	528	44
0+66	38+33	3,767	26	1.5	10,882	907
39+33	473+50	43,417	26	1.5	125,427	10,452
473+50	475+70	220	36	1.5	880	73
TIE IN POINTS (INCLUDES BIKE PATH)		VARIES	VARIES	1.5	263	22
TOTAL				137,980	11,498	

EMULSIFIED ASPHALT FOR FOGGING						
CASS CO. HWY 16 (CMC 0950): FROM STATE HWY 18 TO DAVENPORT						
LOCATION	STA START	STA END	LENGTH (FT)	WIDTH (FT)	AREA (SY)	GAL
MAINLINE - 0.05 GAL/SY	0+18	416+35	41,617	32	147,972	7,399
RUMBLE STRIPS - 0.10 GAL/SY	VARIES	VARIES	70,224	2	15,605	1,561
TOTAL =					163,577	8,960

EMULSIFIED ASPHALT FOR FOGGING						
CASS CO. HWY 26 (CMC 0910): FROM CASS CO. HWY 5 N. TO STATE HWY 18						
LOCATION	STA START	STA END	LENGTH (FT)	WIDTH (FT)	AREA (SY)	GAL
MAINLINE - 0.05 GAL/SY	-0+66	38+33	3,899	36	15,596	780
MAINLINE - 0.05 GAL/SY	39+33	475+70	43,637	36	174,548	8,727
RUMBLE STRIPS - 0.10 GAL/SY	VARIES	VARIES	87,014	2	19,337	1,934
TOTAL =					209,481	11,441

EMULSIFIED ASPHALT FOR TACK COAT						
CASS CO. HWY 16 (CMC 0950): FROM STATE HWY 18 TO DAVENPORT						
LOCATION	STA START	STA END	LENGTH (FT)	WIDTH (FT)	AREA (SY)	GAL
MAINLINE - 1ST LIFT CL JOINT - 0.10 GAL/SY	0+73	416+09	41,536	1	4,615	462
MAINLINE - 2ND LIFT - 0.05 GAL/SY	0+18	416+35	41,617	32	147,972	7,399
MAINLINE - 2ND LIFT CL JOINT - 0.10 GAL/SY	0+18	416+35	41,617	1	4,624	462
MAINLINE - 3RD LIFT - 0.05 GAL/SY	0+18	416+35	41,617	32	147,972	7,399
MAINLINE - 3RD LIFT CL JOINT - 0.10 GAL/SY	0+18	416+35	41,617	1	4,624	462
TOTAL =					309,807	16,184
(SEE OVERLAYING APPROACHES/INTERSECTIONS BASIS OF ESTIMATE) APPROACHES/INTERSECTIONS =					VARIES	344
GRAND TOTAL =					309,807	16,528

EMULSIFIED ASPHALT FOR TACK COAT						
CASS CO. HWY 26 (CMC 0910): FROM CASS CO. HWY 5 N. TO STATE HWY 18						
LOCATION	STA START	STA END	LENGTH (FT)	WIDTH (FT)	AREA (SY)	GAL
MAINLINE - 1ST LIFT - 0.10 GAL/SY	-0+66	0+66	132	36	528	53
MAINLINE - 1ST LIFT - 0.10 GAL/SY	0+66	38+33	3,767	26	10,882	1,088
MAINLINE - 1ST LIFT CL JOINT - 0.10 GAL/SY	-0+66	38+33	3,899	1	433	43
MAINLINE - 1ST LIFT - 0.10 GAL/SY	39+33	473+50	43,417	26	125,427	12,543
MAINLINE - 1ST LIFT - 0.10 GAL/SY	473+50	475+70	220	36	880	88
MAINLINE - 1ST LIFT CL JOINT - 0.10 GAL/SY	39+33	475+70	43,637	1	4,849	485
MAINLINE - 2ND LIFT - 0.05 GAL/SY	0+66	38+33	3,767	36	15,068	753
MAINLINE - 2ND LIFT CL JOINT - 0.10 GAL/SY	0+66	38+33	3,767	1	419	42
MAINLINE - 2ND LIFT - 0.05 GAL/SY	39+33	473+50	43,417	36	173,668	8,683
MAINLINE - 2ND LIFT CL JOINT - 0.10 GAL/SY	39+33	473+50	43,417	1	4,824	482
TOTAL =					336,978	24,260
(SEE OVERLAYING APPROACHES/INTERSECTIONS BASIS OF ESTIMATE) APPROACHES/INTERSECTIONS =					VARIES	321
GRAND TOTAL =					336,978	24,581

MAINTAINING TRAFFIC					
CASS CO. HWY 16 (CMC 0950): FROM STATE HWY 18 TO DAVENPORT					
	EST. QTY	12 HR DAYS	QTY OF WORKER	UNIT	HOURS WORKER @ 12 HR/2000 TON HBP
FLAGGING	55,570	28	2	MHR	672
PILOT CAR	55,570	28	1	HR	336

MAINTAINING TRAFFIC					
CASS CO. HWY 26 (CMC 0910): FROM CASS CO. HWY 5 N. TO STATE HWY 18					
	EST. QTY	12 HR DAYS	QTY OF WORKER	UNIT	HOURS WORKER @ 12 HR/2000 TON HBP
FLAGGING	29,439	15	2	MHR	360
PILOT CAR	29,439	15	1	HR	180

PCN	STATE	PROJECT NO.
24302 24301	ND	SC-0950(061) SC-0910(063)

RUMBLE STRIP QUANTITIES			
CASS CO. HWY 16 (CMC 0950): FROM STATE HWY 18 TO DAVENPORT			
STA START	STA END	SIDE (LT/RT)	LENGTH (MILE)
0+75	29+00	LT/RT	1.07
34+00	46+50	LT/RT	0.47
53+50	105+20	LT/RT	1.96
106+35	126+00	LT/RT	0.74
132+50	157+70	LT/RT	0.95
158+85	210+30	LT/RT	1.95
211+40	244+00	LT/RT	1.23
251+50	263+05	LT/RT	0.44
269+00	315+95	LT/RT	1.78
317+05	338+50	LT/RT	0.81
343+00	361+50	LT/RT	0.70
369+75	385+50	LT/RT	0.60
393+50	406+00	LT/RT	0.47
412+50	416+00	LT/RT	0.13
TOTAL =			13.30

RUMBLE STRIP QUANTITIES			
CASS CO. HWY 26 (CMC 0910): FROM CASS CO. HWY 5 N. TO STATE HWY 18			
STA START	STA END	SIDE (LT/RT)	LENGTH (MILE)
0+62	38+33	LT/RT	1.43
39+33	53+10	LT/RT	0.52
54+35	69+31	LT/RT	0.57
70+45	105+85	LT/RT	1.34
107+15	159+20	LT/RT	1.97
160+37	211+50	LT/RT	1.94
212+80	255+10	LT/RT	1.60
263+10	269+57	LT/RT	0.25
275+90	314+70	LT/RT	1.47
318+00	321+95	LT/RT	0.15
328+50	352+00	LT/RT	0.89
358+45	367+63	LT/RT	0.35
368+90	420+34	LT/RT	1.95
421+69	475+70	LT/RT	2.05
TOTAL =			16.48

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CASS COUNTY HIGHWAY DEPARTMENT
WEST FARGO, NORTH DAKOTA
BASIS OF ESTIMATE

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REV DATE 11/12/2024
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SHEET NO. 2

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PCN	STATE	PROJECT NO.
24302 24301	ND	SC-0950(061) SC-0910(063)

OVERLAYING APPROACHES/INTERSECTIONS				
CASS CO. HWY 16 (CMC 0950): FROM STATE HWY 18 TO DAVENPORT				
TYPE	SECTION LINE	PRIVATE DRIVE	FIELD APPROACH	TOTAL
AMOUNT OF APPPROACHES	14	10	27	
AGGREGATE SURFACE COURSE CL13 (TON)	23	23	23	1,173
RAP - SUPERPAVE FAA 43 (TON)	75	45	7	1,689
ASPHALT CEMENT	3.75	2.25	0.35	84
EMULSIFIED ASPHALT FOR TACK COAT	15	8	2	344

HMA CORED SAMPLES						
CASS CO. HWY 16 (CMC 0950): FROM STATE HWY 18 TO DAVENPORT						
	A	B	C			
SPECIFICATION SECTION	DISTANCE (FT) / 1000	LANES	LIFTS	QUANTITY (AxBxC)	QUANTITY (1-PER MILE)	UNIT
430.04 I.2.b(2), "Pavement Desnity Cores"	42	2	3	252	N/A	EA
SSP 4 Longitudinal Joint Density in HMA Pavements (Centerline)	42	N/A	3	126	N/A	EA
430.04 I.2.b(3), "Pavement Thickness Determination Cores"				N/A	8	EA
TOTAL =				378	8	EA

PAVING TONNAGE ESTIMATE							
CASS CO. HWY 16 (CMC 0950): FROM STATE HWY 18 TO DAVENPORT							
LOCATION	STA START	STA END	LENGTH (FT)	WIDTH (FT)	THICKNESS (IN)	AREA (SY)	TONS
MAINLINE	0+18	0+73	55	VARIES	1.5	320	27
SLOUGH	0+18	0+73	55	3	1.5	18	2
MAINLINE	0+73	416+09	41,536	32	6	147,684	49,228
SLOUGH	0+73	416+09	41,536	3	6	13,845	4,615
MAINLINE	416+09	416+35	26	32	1.5	92	8
SLOUGH	416+09	416+35	26	3	1.5	9	1
TOTAL =						161,867	53,881
(SEE OVERLAYING APPROACHES/INTERSECTIONS BASIS OF ESTIMATE) APPROACHES/INTERSECTIONS =							1,689
GRAND TOTAL =						161,867	55,570

PAVING TONNAGE ESTIMATE							
CASS CO. HWY 26 (CMC 0910): FROM CASS CO. HWY 5 N. TO STATE HWY 18							
LOCATION	STA START	STA END	LENGTH (FT)	WIDTH (FT)	THICKNESS (IN)	AREA (SY)	TONS
MAINLINE	-0+66	0+66	132	36	3.5	528	103
SLOUGH	-0+66	0+66	132	2	2	29	3
MAINLINE	0+66	38+33	3,767	26	1.5	10,882	907
MAINLINE	0+66	38+33	3,767	36	2	15,068	1,674
SLOUGH	0+66	38+33	3,767	2	2	837	93
MAINLINE	39+33	473+50	43,417	26	1.5	125,427	10,452
MAINLINE	39+33	54+37	1,504	36	2	6,016	668
SLOUGH	39+33	54+37	1,504	2	2	334	37
MAINLINE	54+37	473+50	41,913	36	1.5	167,652	13,971
SLOUGH	54+37	473+50	41,913	2	1.5	9,314	776
MAINLINE	473+50	475+70	220	36	3	880	147
SLOUGH	473+50	475+70	220	2	3	49	8
TOTAL =						337,016	28,839
PROJECT TIE INS =						263	51
(SEE OVERLAYING APPROACHES/INTERSECTIONS BASIS OF ESTIMATE) APPROACHES/INTERSECTIONS =						N/A	477
GRAND TOTAL =						337,279	29,367

PREFORMED PATTERNED PVMT MK-MESSAGE (GROOVED)			
CASS CO. HWY 16 (CMC 0950): FROM STATE HWY 18 TO DAVENPORT			
STATION	LANE	TYPE	AREA (SF)
412+94	RT	RR CROSSING	132.5
TOTAL =			132.5

PREFORMED PATTERNED PVMT MK-MESSAGE (GROOVED)			
CASS CO. HWY 26 (CMC 0910): FROM CASS CO. HWY 5 N. TO STATE HWY 18			
STATION	LANE	TYPE	AREA (SF)
33+89	RT	RR CROSSING	108.5
43+77	LT	RR CROSSING	108.5
TOTAL =			217.0

OVERLAYING APPROACHES/INTERSECTIONS				
CASS CO. HWY 26 (CMC 0910): FROM CASS CO. HWY 5 N. TO STATE HWY 18				
TYPE	SECTION LINE	PRIVATE DRIVE	FIELD APPROACH	TOTAL
AMOUNT OF APPPROACHES	15	6	24	
AGGREGATE SURFACE COURSE CL13 (TON)	23	23	23	1,035
RAP - SUPERPAVE FAA 43 (TON)	23	14	2	477
ASPHALT CEMENT	1.15	0.70	0.10	24
EMULSIFIED ASPHALT FOR TACK COAT	15	8	2	321

HMA CORED SAMPLES						
CASS CO. HWY 26 (CMC 0910): FROM CASS CO. HWY 5 N. TO STATE HWY 18						
	A	B	C			
SPECIFICATION SECTION	DISTANCE (FT) / 1000	LANES	LIFTS	QUANTITY (AxBxC)	QUANTITY (1-PER MILE)	UNIT
430.04 I.2.b(2), "Pavement Desnity Cores"	48	2	2	192	N/A	EA
SSP 4 Longitudinal Joint Density in HMA Pavements (Centerline)	48	N/A	2	96	N/A	EA
430.04 I.2.b(3), "Pavement Thickness Determination Cores"				N/A	9	EA
TOTAL =				288	9	EA

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CASS COUNTY HIGHWAY DEPARTMENT
WEST FARGO, NORTH DAKOTA
BASIS OF ESTIMATE

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SHEET NO.
3

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TOPSOIL - IMPORTED						
CASS CO. HWY 16 (CMC 0950): FROM STATE HWY 18 TO DAVENPORT						
STA START	STA END	LENGTH (FT)	WIDTH (FT)	SIDE (LT/RT)	THICKNESS(IN)	CY
0+18	416+35	41,617	5	LT	6	3,853
0+18	416+35	41,617	5	RT	6	3,853
TOTAL =						7,706

SEEDING & MULCHING							
CASS CO. HWY 16 (CMC 0950): FROM STATE HWY 18 TO DAVENPORT							
STA START	STA END	SIDE (LT/RT)	LENGTH (FT)	WIDTH (FT)	SEEDING CLASS III (ACRE)	STRAW MULCH (ACRE)	HYDRAULIC MULCH (ACRE)
0+18	29+00	LT	2,882	5	0.33	0.33	0.00
0+18	406+00	RT	40,582	5	4.66	4.66	0.00
29+00	34+00	LT	500	5	0.06	0.00	0.06
34+00	46+50	LT	1,250	5	0.14	0.14	0.00
46+50	53+00	LT	650	5	0.07	0.00	0.07
53+00	126+00	LT	7,300	5	0.84	0.84	0.00
126+00	132+00	LT	600	5	0.07	0.00	0.07
132+00	338+50	LT	20,650	5	2.37	2.37	0.00
338+50	343+00	LT	450	5	0.05	0.00	0.05
343+00	362+00	LT	1,900	5	0.22	0.22	0.00
362+00	369+00	LT	700	5	0.08	0.00	0.08
369+00	416+35	LT	4,735	5	0.54	0.54	0.00
406+00	412+00	RT	600	5	0.07	0.00	0.07
412+00	416+35	RT	435	5	0.05	0.05	0.00
TOTAL =					9.55	9.15	0.40

PAVEMENT MARKING QUANTITIES - HWY 16									
CASS CO. HWY 16 (CMC 0950): FROM STATE HWY 18 TO DAVENPORT									
STA START	STA END	LANE	4" YELLOW TEMPORARY (2 LIFTS)		4" PERMANENT MARKING				24" PERMANENT MARKING
			SKIP (LF)	NPZ (LF)	4" SKIP (LF)	4" NPZ (LF)	4" WHITE (LF)	TOTAL 4" (LF)	24" STOP BAR (LF)
0+18	158+09		3,948		3,948		31,582	35,530	
0+18	5+24			506		506		506	
0+29		LT							24
153+14	158+09	RT		495		495		495	
158+57	263+42		2,621		2,621		20,971	23,592	
158+57	163+52	LT		495		495		495	
258+47	263+42	RT		495		495		495	
263+90	416+35		3,811		3,811		30,489	34,300	
263+90	268+85	LT		495		495		495	
412+50	416+35	RT		385		385		385	
TOTAL =			10,380	2,871	10,380	2,871	83,042	96,293	24
TOTAL (3 LIFTS) =			31,140	8,613	N/A	N/A	N/A	N/A	N/A

PAVEMENT MARKING QUANTITIES - HWY 26									
CASS CO. HWY 26 (CMC 0910): FROM CASS CO. HWY 5 N. TO STATE HWY 18									
STA START	STA END	LANE	4" YELLOW TEMPORARY (3 LIFTS)		6" PERMANENT MARKING				24" PERMANENT MARKING
			SKIP (LF)	NPZ (LF)	6" SKIP (LF)	6" NPZ (LF)	6" WHITE (LF)	TOTAL 6" (LF)	24" STOP BAR (LF)
-0+66	-0+24	RT		84		84		168	
-0+66	-0+24		11		11			11	
0+24	2+74	LT/RT		500		500		1,000	
2+74	38+33		890		890		7,118	8,008	
2+74	17+24	LT		1,450		1,450		1,450	
33+47	38+33	RT		486		486		486	
39+33	53+50		354		354		2,834	3,188	
39+33	44+21	LT		488		488		488	
47+05	53+50	RT		645		645		645	
53+98	60+00	LT		602		602		602	
53+98	60+00		151		151		1,204	1,355	
60+00	60+43	LT/RT		86		86		172	
60+43	469+91		10,237		10,237		81,896	92,133	
60+43	71+00	RT		1,057		1,057		1,057	
74+00	84+00	LT		1,000		1,000		1,000	
458+91	469+91	RT		1,100		1,100		1,100	
469+91	476+46	LT/RT		1,310		1,310		2,620	
476+46		RT							24
TOTAL =			11,643	8,808	11,643	8,808	95,032	115,483	24
TOTAL (3 LIFTS) =			34,929	26,424	N/A	N/A	N/A	N/A	N/A

PCN	STATE	PROJECT NO.
24302 24301	ND	SC-0950(061) SC-0910(063)

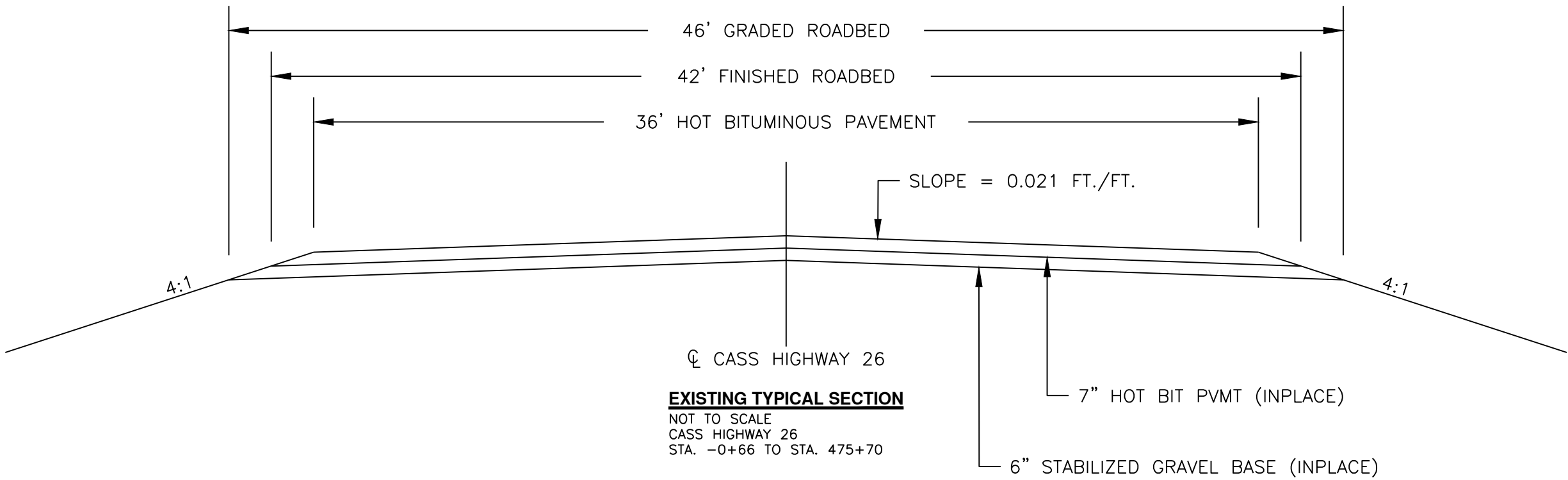
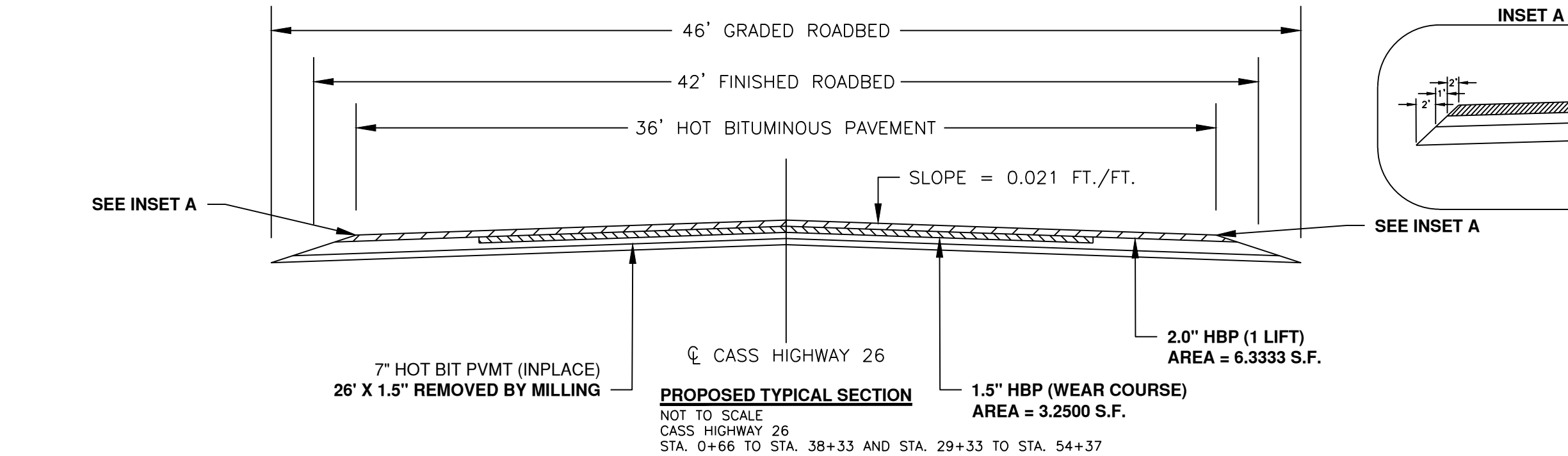
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CASS COUNTY HIGHWAY DEPARTMENT
WEST FARGO, NORTH DAKOTA
BASIS OF ESTIMATE

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CASS COUNTY HIGHWAY DEPARTMENT
WEST FARGO, NORTH DAKOTA
TYPICAL SECTIONS

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TRAFFIC CONTROL LEGEND

PORTABLE CHANGEABLE MESSAGE BOARD

SKID-MOUNTED SIGN

TYPE III BARRICADE



G20-1-60



G20-52a-72



G20-52a-72



G20-50a-72



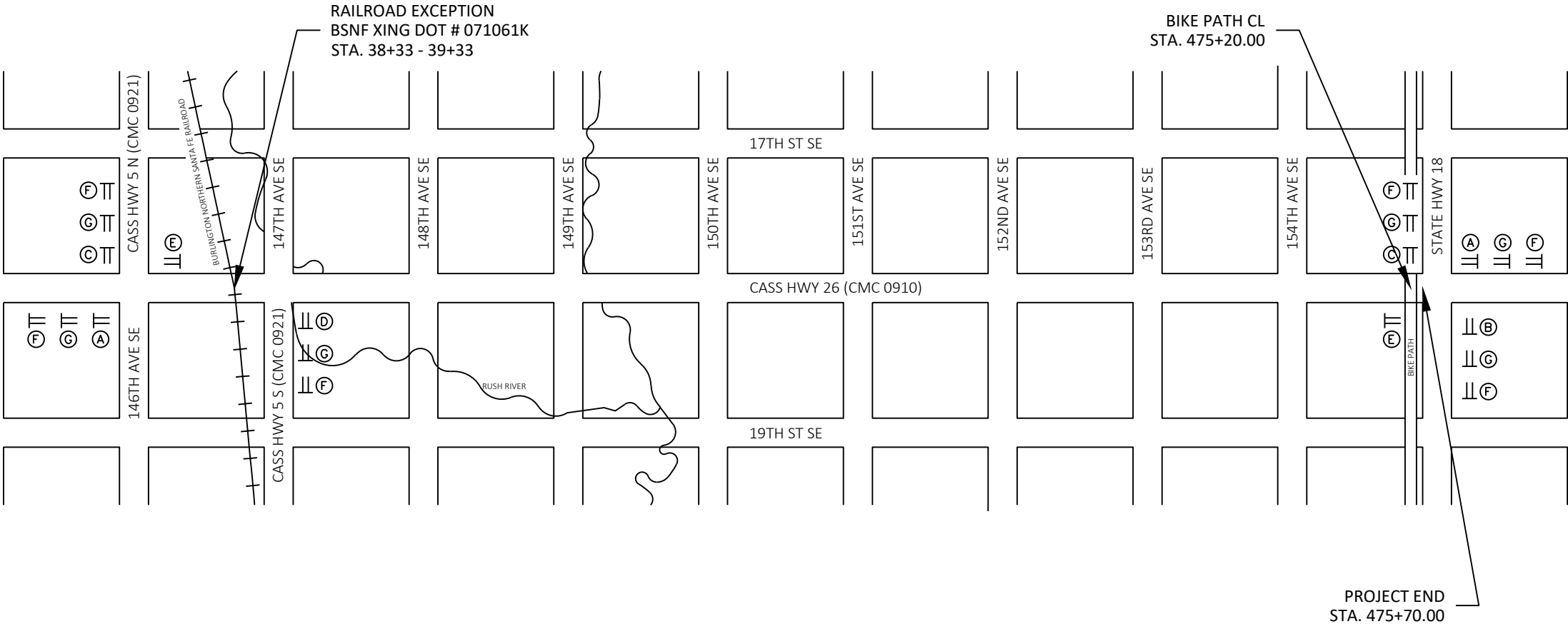
G20-2-48



W20-1-48



W20-1-48



CONSTRUCTION SIGN LAYOUT

NOT TO SCALE

PCN	STATE	PROJECT NO.
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CASS COUNTY HIGHWAY DEPARTMENT
WEST FARGO, NORTH DAKOTA
TRAFFIC CONTROL SIGNS

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REV DATE 11/12/2024
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SEC NO. 100
SHEET NO. 2

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION SPECIAL PROVISION

RAILROAD REQUIREMENTS RRVW

Project # SC-0950(061) – PCN 24302

DESCRIPTION

This Special Provision replaces the requirements of Section 107.13 "Railroad Provisions" and outlines the Contractor's coordination requirements with Red River Valley & Western Railroad (RRVW). It is the prime contractor's responsibility to ensure subcontractor compliance with the requirements.

CONTRACTOR RESPONSIBILITIES

A. General.

Upon execution of the construction contract with the Department, coordinate with RRVW and submit copies of all correspondence with RRVW to the Engineer within one business day of receipt.

Project delays incurred by the Contractor based on RRVW enforcing its authority will be considered a non-excusable delay as specified in Section 108.06 B.6, "Non-Excusable Delays". Any other delays incurred by the Contractor arising from this agreement will be evaluated by the Engineer as either excusable, non-compensable; excusable, compensable; or non-excusable based on the circumstances of the specific delay.

Payments required by the Contractor to RRVW for train delays or damage to the railway property shall be borne by the Contractor and are not reimbursable by the Department to the Contractor.

B. Railroad Flagging.

RRVW will bill the Contractor for railroad flagging costs.

C. Railroad Protective Liability Insurance.

This project ties into the Red River Valley & Western Railway at RR crossing number 062720N. The type of work that will be performed within the railroad right of way is asphalt mill and overlay up to the crossing material. Direct inquiries regarding protective liability insurance to:

KRISTIN NICHOLSON
VP of Finance & Administration
Red River Valley & Western Railroad
P.O. Box 608
Wahpeton, ND 58074
701-642-8257 off.
1-800747-4920
kristin.nicholson@rrvw.net

Obtain information regarding crossing number 062720N from the Federal Railroad Administration website: <http://safetydata.fra.dot.gov/Officeofsafety/>

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

A. Railroad Protective Liability Insurance.

Include the cost of railroad insurance in the contract unit price for "Railway Protection Insurance—Site 1." Upon receiving proof of approval of the policies by the railroad company, the Department will pay the Contractor the lump sum contract unit price.

B. Railroad Coordination.

Include all costs associated with RRVW flagging and coordination with RRVW and compliance with the contents of this Special Provision in the contract unit price for "Railroad Coordination – Company A." The Department will pay for one-half of this item upon receiving proof of written coordination with the railroad company and the remaining half upon completion of the project.

ATTACHMENTS

RIGHT OF ENTRY LICENSE AGREEMENT

RIGHT OF ENTRY LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this “**Agreement**”) is made by and between **Red River Valley & Western Railroad** and **Add Your Company Name**.

1. PARTIES

Red River Valley & Western Railroad, a North Dakota corporation with general offices at:

Address	Contact Info	
Red River Valley & Western Railroad P.O. Box 608 Wahpeton, ND 58074	Name:	Kristin Nicholson
	Phone:	(701) 642-8257
	Fax:	
	Email:	Kristin.nicholson@rrvw.net

hereinafter called “**RRVW**,”

and **Add Your Company Name**, a whose address is:

Address	Contact Info	
<u>Add Your Address</u>	Name:	Your Name
	Phone:	
	Fax:	
	Mobile:	
	Email:	

hereinafter called “**Licensee**.”

2. PROPERTY; SCHEDULE; GRANT OF LICENSE

2.1 Property

RRVW hereby grants Licensee a license to enter in and upon certain property owned or controlled by RRVW in **Add Your City Location**, **Add Your State Location** near railroad mile post **Add MP** +/- on the **Add Subdivision** Subdivision, as shown upon the map labeled **Exhibit A** that is attached hereto and made a part hereof (the “**Property**”)

2.2 Work Schedule

for the sole for the purpose of performing, generally, the following activities: Add a Detailed description of your Work/Project (the “**Work**”), as detailed in Licensee’s plans, specifications and special provisions. The Work is subject to approval by RRVW’s authorized representative.

2.3 Grant of License

This license is granted subject to all the terms and conditions set forth below and applies to all Work and activities upon the Property that may be performed by Licensee through its employees, agents, and contractors. For the purposes of this Agreement, the actions and omissions of such employees, agents, and contractors shall be deemed the actions and omissions of Licensee.

2.4 Agreement to be Available at Work Site

Licensee shall keep a copy of this Agreement at the Work site and shall make it available upon demand by any employee or agent of RRVW.

3. TERM, EFFECTIVE DATE, EXPIRATION & TERMINATION

3.1 Term

The term of this Agreement shall

Commence at 12:01 am on **Add Your Start Date, 2025** (the "Commencement Date"); and

Expire at 11:59 pm on **Add Your End Date, 2025** (the "Expiration Date")

the "Term." Upon agreement between RRVW and Licensee, the Term may be lengthened or shortened without affecting any other provisions of this Agreement.

3.2 Effective Date

This Agreement shall be effective upon the date that it has been signed by both parties.

3.3 Expiration

This Agreement will expire at the Expiration Date, or when the Work is completed, whichever occurs first. Notwithstanding any other provision of this Agreement, the preceding sentence shall not terminate or limit any claim by RRVW against Licensee arising prior to the Expiration Date. If the Work includes monitoring wells, and if such wells remain on the Property after the Expiration Date, this Agreement shall remain in effect for those wells until the earlier of the following:

- (i) the date they are properly closed (i.e., sealed and abandoned in accordance with applicable legal requirements) by Licensee or
- (ii) the date RRVW assumes ownership of such wells pursuant to section 10.8.

3.4 TERMINATION; EXCLUSION

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, this Agreement is terminable by RRVW prior to the Expiration Date in the event Licensee breaches any of its obligations under this Agreement. The early termination of this Agreement shall not terminate or limit any claim by RRVW against Licensee arising prior to such termination. If Licensee is in breach of any of its obligations under this Agreement, any employee or agent of RRVW may order Licensee off the Property, in which case Licensee shall immediately leave the Property; moreover, Licensee shall leave the property immediately upon termination pursuant to this paragraph.

4. PAYMENTS

4.1 License Fee

In consideration of the permissions herein granted, Licensee shall with its execution hereof pay to RRVW the sum of **One Dollar (\$1.00)**.

4.2 Utilities

Licensee shall assume and timely pay for any gas, electrical, telephone, computer, sewer, water, storm water, waste or trash removal or any other service or commodity connected with the Work, collectively "**Utility Service**." If any Utility Service fee is in common with RRVW or other parties, Licensee shall be liable for its proportionate share of any such Utility Service Fee and upon receipt of a bill therefor, promptly pay RRVW or such other party for its share. It shall be a default of the terms of this license if it can be shown that Licensee has not made such payments within 30 days if due to RRVW, or within 60 days if payable to any other party.

4.3 Mechanics' And Materialmen's Liens

If any mechanics' or materialmen's lien, or similar lien, is asserted against the Property, or any other property of RRVW, as a consequence of the Work, Licensee shall immediately satisfy, defend, or obtain the release of such lien, all at Licensee's expense, and Licensee shall indemnify and defend RRVW against any Claims arising out of or connected with such lien.

4.4 Additional Charges

Licensee shall within 30 days of receipt of a bill therefor, pay to RRVW costs for flagging, track changes or damage, or other such charges as may be provided by this Agreement or that RRVW may reasonably impose in connection with Licensee's Work.

4.5 Due Dates; Penalties; Other Charges

4.3.1 Due Dates

Any item, submission or payment required to be made shall be deemed timely made if received by the other party on or before the specified due date, or prior to expiration of the applicable period for compliance, submission or payment.

4.3.2 Late Fees

In addition to any amounts payable by Licensee to RRVW, Licensee shall pay RRVW a late fee for any payment not timely made by Licensee. The late fee shall be at the rate for overdue accounts set by RRVW's Accounting Department that is in effect at the time that any such payment is due. Said late fee shall initially be an amount equal to 1% of the invoice amount per month.

4.3.3 Fines and Service Fees

In addition to any other amounts payable by Licensee to RRVW, Licensee shall pay RRVW for any bank fines or service incurred by it in connection with the handling, non-payment, return or currency conversion incurred by RRVW in connection with processing of any payment made by Licensee to RRVW.

4.6 Work At No Cost To RRVW

The Work completed by Licensee shall be performed at no cost to RRVW.

5. CONTACT, NOTICES, ETC.

5.1 Contact Persons; Communications

Communications pursuant to this Agreement shall be directed to the contact persons designated in Section 1 or their designees. Either party may change its contact person, or the address(es), telephone number, or fax number for the contact person, by notice to the other party.

5.2 Notices

Except as otherwise provided in this Agreement, all notices pursuant to this Agreement shall be in writing and shall be effective upon delivery to the address or fax number of the contact person for the party to whom notice is being given. If notice is given by fax, the notice shall not be deemed effective until received in legible form.

5.3 Notification Prior To Beginning Work

Licensee must notify RRVW's contact person by telephone at least three working days prior to beginning any separate phase of the Work, and again promptly after such phase of the Work has been completed.

6. PERMITTED & PROHIBITED USES; RIGHTS OF RRVW

6.1 Permitted Uses

6.1.1 The Work

The use of Property by Licensee shall be limited to the completion of the Work set forth in Section 2.2., or such other activities as may be approved by RRVW in writing.

6.1.2 Government Authorities

Licensee may permit governmental authorities other than Licensee with jurisdiction over the Work to enter the Property for the purpose of inspecting or monitoring the Work. Whenever possible, Licensee shall advise RRVW (by telephone or other means calculated to bring the matter to RRVW's immediate attention) prior to permitting such governmental authorities to enter the Property for such purposes. The actions and omissions of such governmental authorities while on the Property for such inspections and monitoring shall be deemed the actions and omissions of Licensee. Licensee is not authorized to permit governmental authorities other than Licensee to enter the Property for any other purpose.

6.2 Prohibited Uses and Activities

Licensee shall not use, occupy or permit the Property to be used for any purpose, activity or improvement except as provided in this Agreement or as may be approved of in writing by RRVW. Specifically, Licensee shall not:

6.2.1 Advertising

permit any advertisements or signs upon the Property;

6.2.2 Use of Hazardous Substances

without prior written disclosure to and approval by RRVW, Use or authorize the Use of any Hazardous Substance on the Property, including installation of any above or underground storage tanks; subject thereto, Licensee shall arrange at its own cost for the lawful transportation and off-site disposal of any and all Hazardous Substances that it shall Use or generate;

6.2.3 Use of Premises for waste treatment or as storage or disposal facility

cause or allow the Property or any of RRVW's adjacent property to become a hazardous waste treatment, storage or disposal facility within the meaning of, or to otherwise bring any such property within the ambit of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. or any similar state statute or local ordinance; or

6.2.4 Subleasing is prohibited

sublease the Property or the permissions or rights herein granted in any manner or form.

6.3 Reservations and Rights of RRVW

6.3.1 Railroad Activities Take Priority over Work

All Work by Licensee shall always and all times be subordinate to the needs of RRVW in connection with the operation and movement of railroad trains and equipment, and the repair of railroad track, structures, communications and appurtenances thereto.

6.3.2 Reservation of prior and future uses not inconsistent with Licensee's activities

The rights herein granted to Licensee are subject to the rights granted in all other licenses, permits and easements for tracks, roads, walkways, poles, wires, pipelines, sewers, billboards and other improvements that exist or may be placed upon, across, above or underneath the Property by RRVW, or its employees, agents, licensees, grantees, representatives or invitees. Further, RRVW reserves unto itself the right to place (or to give others the right to place) additional tracks, roads, walkways, poles, wires, pipelines, sewers and billboards upon, across, above or underneath the Property in any manner that does not unreasonably interfere with Licensee's Work.

6.3.3 Monitoring

RRVW may elect to be present during the conduct of the Work and to monitor same.

7. COVENANTS, CONDUCT & RESPONSIBILITIES

7.1 Definitions

- 7.1.1 "Claim" or "Claims"** means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, debts, obligations, promises, acts, fines, judgments, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any attorney's fees, consultants' fees, response costs, remedial action costs, cleanup costs and expenses which may be related to any Claims);
- 7.1.2 "Environmental Law" or "Environmental Laws"** means the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq., the Clean Water Act, 33 U.S.C. §1321 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule, law, ordinance, order or decree dealing with the protection of human health, safety, natural resources or the environment now existing or hereafter enacted;
- 7.1.3 "Hazardous Substance" or "Hazardous Substances"** means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by any Environmental Law;
- 7.1.4 "Release" or "Released"** means any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing or spreading of any Hazardous Substance into the environment, as "environment" is defined in CERCLA;
- 7.1.5 "Response" or "Respond"** means action taken in compliance with Environmental Laws to correct, remove, remediate, cleanup, prevent, mitigate, monitor, evaluate, investigate, assess or abate the Release of a Hazardous Substance;
- 7.1.6 "Use"** means to manage, generate, manufacture, process, treat, store, use, re-use, refine, recycle, reclaim, blend or burn for energy recovery, incinerate, accumulate speculatively, transport, transfer, dispose of, or abandon.

7.2 Investigation; Compliance with Laws; Safety Requirements

7.2.1 *Tenants and Licensees in possession of Property*

Before entering the Property, Licensee shall secure the consent of all persons or entities who are using or occupying any portion of the Property. RRVW will cooperate with Licensee to obtain consent from any such person or entity who unreasonably withholds consent.

7.2.2 *Underground Utilities and Structures*

- a. Licensee shall be responsible for determining the location of all underground utilities (electric lines, telephone lines, gas lines, steam lines, sewer lines, water lines, fiber optic cables, pipes, wires, and the like) and underground structures.
- b. Licensee shall call **the STATE "ONE CALL"** a minimum of 5 business prior to commencing any excavation or boring on the Property.

- c. RRVW will cooperate with Licensee to identify the location of underground utilities and structures known to RRVW, but such cooperation shall not relieve Licensee from its primary responsibility to determine the locations of such utilities and structures.

7.2.3 Permits And Licenses; Compliance With Laws

Licensee shall secure, at no expense to RRVW, any permits or licenses required in connection with the Work and shall comply with all laws applicable to the Work and the Property, including (but not limited to) any laws, standards, regulations, and permit requirements relating to environmental pollution or contamination or to occupational health and safety. Licensee shall indemnify and defend RRVW against any and all Claims arising out of or connected with the violation of any law by Licensee while on or about the Property.

7.2.4 Compliance with RRVW Safety Requirements; Identification

- a. While on the Property, Licensee shall comply with the safety requirements of RRVW, as such requirements may be amended from time to time during the duration of the Work, all at no expense to RRVW. RRVW's safety requirements are set forth titled **"MINIMUM SAFETY REQUIREMENTS FOR CONTRACTORS WORKING ON RAILWAY PROPERTY"** and in RRVW's current safety handbook. One free copy of the current safety handbook will be provided to Licensee by the RRVW contact person. Additional copies will be provided at Licensee's expense. Licensee shall be responsible for ensuring that any person performing any of the Work for or on behalf of Licensee shall comply with the RRVW safety requirements that would apply to a RRVW employee performing similar work.
- b. Prior to any entry onto the Property, Licensee and every employee, agent or subcontractor who carries out any part of the Work on the Property shall successfully complete the safety training available through the e-railsafe program at www.e-railsafe.com in respect to requirements for Red River Valley & Western Railroad operations.
<if applicable>
- c. Licensee and every employee, agent or subcontractor who carries out any part of the Work on the Property shall at all times wear and visibly display the identification badge issued to them following successful completion of the e-railsafe safety training together with whatever additional identification materials that RRVW may reasonable require.

7.3 Work In Close Proximity To Railroad Operations; Drainage

7.3.1 Interference with Railroad Operations

Licensee shall keep RRVW fully apprised of its proposed activities on the Property so as to prevent any interference with the operations of RRVW's trains or equipment (or trains or equipment of others) operating on or near the Property.

7.3.2 Clearance

No work shall be done or any equipment or other obstruction placed over or within 25 feet laterally of the centerline of any track without advance notification to RRVW prior to performing such work or placing such equipment or obstruction.

7.3.3 Flagging

Licensee must make arrangements with RRVW for such flagging or watchman service as RRVW deems necessary for the protection of railroad traffic. All such flagging and watchman service shall be provided by RRVW at Licensee's expense. The fact that RRVW

provides such service shall not relieve Licensee from any liability under this Agreement. RRVW's labor and material additives are subject to change without notice to Licensee, and RRVW shall be reimbursed based upon its labor and material additives actually in effect as of the date of such service.

7.3.4 Certain Work Close To Track Not Permitted; Lateral Support

- a. Unless otherwise agreed to in writing by RRVW, excavations, borings, wells, pits, test holes, probe sites, and the like shall not be located closer than 25 feet from the centerline of the nearest railroad track on or adjacent to the Property nor shall it take or allow any action upon the Property that would materially impair the lateral or subadjacent support of adjacent lands or railroad tracks.;
- b. Unless otherwise agreed to in writing by RRVW, drilling and excavating equipment and related equipment shall not be located closer than 25 feet from the nearest rail of any such track;
- c. In the event that RRVW permits excavations, borings, wells, pits, test holes, probe sites, or the like in close proximity to tracks, embankments or other features providing lateral or subadjacent support to land or tracks, then notwithstanding anything to the contrary in this license, Licensee shall be responsible for designing and constructing at no cost to RRVW any measure that is required to prevent the collapse, erosion or impairment to said land or tracks.

7.3.5 Storm Water

Licensee shall not, without the advance written approval of RRVW, make any changes to the Property that would either increase the historic flow rate of storm water from the Property or create an impediment to the historic flow of storm water to the Property. Unless otherwise agreed in writing, as between RRVW and Licensee it is understood and agreed that Licensee shall, at Licensee's cost and expense, be responsible for the construction, maintenance, repair and replacement upon the real property or other land not belonging to RRVW such storm sewer lines, manholes, mains, rip rap, boulders, wing walls, ditches and related to improvements required for Licensee's compliance with this section.

7.3.6. Fencing <If applicable>

Licensee shall, at no cost to RRVW, construct and maintain during the term hereof a fence acceptable to RRVW in the location(s) designated on Exhibit A. Following completion of the Work, the Licensee shall remove the fencing, remove any post footings or concrete, and fill and tamp any post holes with clean fill material.

7.4 Conduct

7.4.1 Property clean, safe and free from nuisances

Licensee shall not permit the existence of any nuisance upon the Property and shall at all times keep the Property in a proper, clean, safe and sanitary condition, and free from accumulations of waste materials, debris or refuse.

7.4.2 Release of Hazardous Substances

Licensee shall not cause or allow the Release or threat of Release of any Hazardous Substance on, to, or from the Property.

7.4.3 Response Actions

Licensee shall promptly take all necessary action in Response to any Release or Use of a Hazardous Substance at the Property caused by, or attributable to, any act or omission of Licensee (or Licensee's employees, agents, representatives or invitees) that could:

- a. give rise to any Claim under any Environmental Law,

- b. cause a public health or workplace hazard, or
- c. create a nuisance.

7.5 Required Notices/Disclosures

7.5.1 Transportation and Disposal Contracts

Licensee shall, upon written request by RRVW, provide RRVW with copies of transportation and disposal contracts and manifests for Hazardous Waste, any permits issued under any Environmental Laws, and any other documents demonstrating that Licensee has complied with all Environmental Laws relating to the Property

7.5.2 Releases or Suspected Releases

Licensee shall promptly notify RRVW of any actual or suspected Release of any Hazardous Substance on, to, or from the Property, regardless of the cause of the Release.

7.5.3 Notices, summons citations, etc.

Licensee shall promptly provide RRVW with copies of all summons, citations, directives, information inquiries or requests, notices of potential responsibility, notices of violation or deficiency, orders or decrees, claims, causes of action, complaints, investigations, judgments, letters, notices of environmental liens or Response actions in progress, and other communications, written or oral, actual or threatened, from the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, or other federal, state or local agency or authority, or any other entity or individual, concerning:

- a. any Release of a Hazardous Substance on, to or from the Property,
- b. the imposition of any lien on the Property, or
- c. any alleged violation of or responsibility under any Environmental Law relating to the Property.

7.5.4 Other Reports

Licensee shall, at RRVW's option, provide RRVW, at no cost to RRVW, a copy of any other report, summary or written test results, collectively "**Report**," pertaining to the Work. If any such Report is to be filed or made available to any governmental agency, other than Licensee, acting in a regulatory capacity, other than Licensee, then Licensee shall also give RRVW a reasonable time (not less than 5 working days) to review and comment on a draft of such Report and when preparing any such final Report pertaining to the Work, Licensee or its contractor shall give due consideration to RRVW's comments with respect to the draft of that Report. Licensee will promptly provide RRVW with a copy of any final Report.

7.6 RRVW's right to Participate in Response Actions

Following receipt of any notice, order, claim, investigation, information request, letter, summons, citation, directive, or other communication identified in section 7.5.3 in connection with any action taken pursuant to section 7.4.3, Licensee shall notify RRVW of any and all investigations, telephone conferences, settlement discussions, remediation plans and all other interactions, direct or indirect, with governmental or regulatory officials, and Licensee shall take all action necessary to ensure that any indemnification, release, waiver, covenant not to sue, or hold harmless agreement benefiting Licensee and arising out of such activities, whether from a governmental or regulatory entity or from a private entity, also benefits RRVW to at least the same extent as Licensee.

7.7 Restoration of Property

Upon completion of the Work or expiration or early termination of this Agreement, whichever occurs first, Licensee shall remove any debris resulting therefrom and shall restore the Property to the condition it was in prior to the commencement of the Work (or such other condition as is satisfactory to RRVW). All excavations are to be backfilled and tamped. All borings shall be

backfilled with grout. Drill cuttings shall not be used as backfill. Licensee shall dispose of all drill cuttings, soil and sediment samples, purge water, dewatering effluent, and water samples and all excess excavation material in a manner acceptable to RRVW and in accordance with all applicable laws, all at no expense to RRVW.

8. LIABILITY

8.1 Damage to RRVW Tracks, Facilities, and Equipment

If any tracks, facilities, or equipment owned, used, or maintained by RRVW are damaged in connection with the Work, RRVW shall repair (or arrange for the repair of) such damage and Licensee shall pay the full cost of such repair within 30 days after RRVW shall tender a bill therefor.

8.2 Assumption of Risk

Licensee is fully aware of the dangers of working on and about railroad property and railroad operations and knowingly and willingly assumes the risk of harm (e.g., injury to or death of persons and damage to or destruction of property) that may occur while on and about the Property. Without in any way limiting the scope of the preceding sentence, Licensee assumes the risk that monitoring wells, elevation bench marks, reference points, and other installations located on the Property may be disturbed, damaged, or destroyed by RRVW or third persons, and Licensee shall not make any claim against RRVW on account of same, even if such disturbance, damage, or destruction arises from the negligence of RRVW or its employees, agents, or invitees. Licensee assumes full responsibility for protecting its installations and personal property from theft and vandalism while such installations and personal property are on the Property.

8.3 Indemnity

To the maximum extent permitted by applicable law, Licensee shall indemnify and defend the Indemnified Parties (as defined below) against all claims, demands, actions, suits, judgments, losses, damages, penalties, fines, and sanctions (collectively, "Claims") arising out of or relating to any destruction of (or damage to) any property or natural resource, any injury to (or death of) any person, or any environmental pollution or contamination whatsoever, where such destruction, damage, injury, death, pollution, or contamination actually arises in whole or in part from the Work, any action or omission of Licensee while on or about the Property pursuant to this Agreement, or the exercise by Licensee of the license granted by this Agreement. As used in this Agreement, Indemnified Parties means the following businesses and their officers, directors, employees, and agents: Soo Line Corporation, Red River Valley & Western Railroad, Delaware and Hudson Railroad Corporation, Dakota, Minnesota and Eastern Railroad Corporation, Soo Line Corporation, Wyoming, Dakota Railroad Properties, Inc., Central Maine & Quebec Railway, The Milwaukee Motor Transportation Company, Hiawatha Transfer Company, and Canadian and Pacific Railway Company, and their respective parent companies, subsidiaries, and affiliated companies, and any railway company or contractor operating trains or rail equipment upon railway tracks in close proximity to the Property, together with the parent companies, subsidiaries, and affiliated companies of all of the foregoing.

9. INSURANCE

Licensee shall, at its own expense, obtain and maintain during the Term and prior to entering the Property, in a form and with an insurance company satisfactory to RRVW, policies of:

- (a) **Commercial General Liability (C.G.L.)** insurance with a limit of not less than Ten Million Dollars (\$10,000,000) for any one loss or occurrence for personal injury, bodily injury, or damage to property including loss of use thereof. This policy shall by its wording or endorsement include without limitation the following: **NOTE – For large projects that are high risk, please confirm with Risk Management whether \$10M CGL is sufficient or if a higher limit and/or additional requirements are necessary.**

- (i) RRVW and its associated or affiliated subsidiaries (and the Directors, Officers, employees, agents and trustees of all of the foregoing) as an additional insured with respect to obligations of the Licensee in this Agreement;
 - (ii) "cross liability" or "severability of interest" clause which shall have the effect of insuring each entity named in the policy as an insured in the same manner and to the same extent as if a separate policy had been issued to each;
 - (iii) blanket contractual liability, including the insurable liabilities assumed by the Licensee in this Agreement;
 - (iv) broad form products and completed operations;
 - (v) sudden and accidental pollution liability, if applicable;
 - (vi) shall not exclude property damage due to explosion, collapse, and underground hazards; and
 - (vii) shall not exclude operations on or in the vicinity of the railway right of way.
- (b) **Automobile Liability** insurance covering bodily injury and property damage in an amount not less than Two Million Dollars (\$2,000,000) per accident, covering the ownership, use and operation of any motor vehicles and trailers which are owned, non-owned, leased or controlled by the Licensee and used in regards to this Agreement.
- (c) **Workers Compensation** insurance which shall be in strict accordance with the requirements of the most current and applicable state Workers Compensation insurance laws, and Employers' Liability insurance including Occupational Disease insurance with limits of not less than One Million Dollars (\$1,000,000) each accident/each employee, and where appropriate coverage under said policies to be extended for liability under the FELA, USL&H Act, and the Jones Act. The Licensee shall, before any services are commenced under this License submit written evidence that it has obtained full Workers Compensation insurance coverage for persons whom it employs or may employ in carrying out the services under this License. RRVW and its associated or affiliated companies (and the Directors, Officers, employees, agents and trustees of all of the foregoing) shall be waived of any and all subrogation in the event of injury, death, losses, incidents, claims and potential claims.
- (d) **Contractor's Pollution Liability** insurance, including naming RRVW and its associated or affiliated subsidiaries (and the Directors, Officers, employees, agents and trustees of all the foregoing) as an additional insured, with a limit of not less than Two Million Dollars (\$2,000,000) for any one loss or pollution event. Coverage shall include, but not be limited to, claims for bodily injury, death, damage to property including the loss of use thereof, clean-up costs and associated legal defense expenses arising from pollution conditions caused by, and/or exacerbated by, services performed by the Licensee on behalf of RRVW. The policy shall be endorsed to contain a blanket contractual liability endorsement. If this policy is written on a "claims-made" basis it shall remain in effect for no less than twenty-four (24) months after the expiry or termination of this Agreement. **IF APPLICABLE – DEPENDS ON SCOPE OF WORK BEING PERFORMED – CONFIRM WITH RISK MANAGEMENT**
- (collectively, the "**Insurance Coverage**").

Licensee agrees that the insurance requirements set out herein shall not limit or restrict its liabilities pursuant to this Agreement.

The Insurance Coverage required to be maintained pursuant to this Agreement shall be primary and not excess of any other insurance that may be available. Unless otherwise provided above, all insurance coverage shall take place in the form of an occurrence basis policy and not a claims made policy.

Licensee shall waive any and all subrogation in the event of injury, death, losses, incidents, claims and potential claims where permissible under the insurance policies required under this Insurance Section.

Licensee shall provide RRVW with written notice and all reasonable particulars and documents related to any damages, losses, incidents, claims, and potential claims concerning this Agreement as soon as practicable after the damage, loss, incident, or claim has been discovered. Licensee is responsible for any deductible and excluded loss under any insurance policy. The deductible in any insurance policy shall not exceed such maximum amount that a reasonably prudent business person would consider reasonable.

The Insurance Coverage shall be endorsed to provide RRVW with not less than thirty (30) days written notice in advance of cancellation.

Before Licensee enters the Property, RRVW must receive and approve certificates of insurance evidencing the Insurance Coverage outlined in this Section. Licensee may be required to annually provide a copy of updated certificate(s) of insurance evidencing the renewal of the above Insurance Coverage. Such certificate(s) of insurance shall be sent via email to matthew_miller@RRVWr.ca. Upon request, Licensee shall provide RRVW with certified copies of the insurance policies.

RRVW shall have no obligation to examine such certificate(s) or to advise Licensee if its Insurance Coverage is not in compliance with this Agreement. Acceptance of any certificate(s) which are not compliant with the requirements set out herein shall in no way whatsoever imply that RRVW has waived its insurance requirements.

RRVW reserves the right to require Licensee to obtain additional insurance where, in RRVW's reasonable opinion, the circumstances so warrant. If the Licensee fails to maintain the Insurance Coverage required in this Agreement, RRVW may, at its option, terminate this Agreement without notice.

10. ENTIRE AGREEMENT

10.1 Survival of Indemnity Provisions

The indemnification provisions of this Agreement shall survive its expiration or termination.

10.2 Mere License

The permission encompassed by this Agreement is a mere license to use the Property for the specified purpose and does not create any estate or interest in the Property.

10.3 No Warranty of Title

RRVW does not warrant that it has good title to the Property.

10.4 Assignment; Binding Effect

This Agreement may not be assigned by Licensee without the advance written consent of RRVW. Subject to the preceding sentence, this Agreement shall be binding upon, and inure to the benefit of, the parties' respective successors and assigns.

10.5 Governing Law

This Agreement shall be construed in accordance with the laws of the state of Minnesota.

10.6 Entire Agreement

This Agreement is the full, complete, and entire Agreement of the parties with respect to the subject hereof, and any and all prior writings, representations, and negotiations with respect to those subjects are superseded by this Agreement.

10.7 Headings

The headings used in this Agreement are provided solely as a convenient means of reference. They are not intended to, and do not, limit or expand the purpose or effect of the paragraphs to which they are appended. The headings shall not be used to construe or interpret this Agreement.

10.8 Singular and Plural

As used in this Agreement, the singular form of a word includes the plural form of that word, and vice versa, and this Agreement shall be deemed to include such changes to the accompanying verbiage as may be necessary to conform to the change from singular to plural, or vice versa.

10.9 Duplicate Copies and Counterparts

This Agreement may be executed in counterparts, which together shall constitute one and the same document. The parties may execute more than one copy of this Agreement, each of which shall constitute an original.

11. SIGNATURES.

THE PARTIES HERETO have executed this Agreement as evidence of their agreement to the terms herein.

Your Company Name

RED RIVER VALLEY & WESTERN RAILROAD

By _____
Its **Your Name**
Date

By _____
Its Kristin Nicholson
VP of Finance & Administration
Date

EXHIBIT A
Map of the Property

An Example for your reference
Cut and Paste a Copy and ADD a map of the location of the project

