

NEW MEXICO DEPARTMENT OF TRANSPORTATION

PEDESTRIAN RAILROAD CROSSING CONSTRUCTION AND MAINTENANCE AGREEMENT

THIS AGREEMENT is hereby made this 28th day of MARCH 20 12,
by and between the **NEW MEXICO DEPARTMENT OF TRANSPORTATION** (hereinafter
"NMDOT"), the **County of Santa Fe** (hereinafter "County");

WITNESSETH:

WHEREAS, the County proposes to construct a multi-use trail, having a concrete approach surface width of nine (9) feet, zero (0) inches across railroad track owned by NMDOT and Santa Fe Southern Railway (hereinafter "Railway"). The crossing, consisting of track and material between the rails and two feet outside of and parallel to the rails of the track and crossbuck signs, will be designated as USDOT Crossing No. 939981R, Railroad Mile Post 12.27, hereinafter referred to as "Crossing"

WHEREAS, the Railway is responsible for maintenance of NMDOT El Dorado operating Subdivision Right of Way and Track on NMDOT's behalf between CP Hondo and Lamy, including Crossing, until such time, if any, that said responsibility is reassigned; and

WHEREAS, the County shall maintain the multi-use trail leading to and from the Crossing; and

WHEREAS, The term "Project" as used in this agreement shall include all work of every kind and character required in connection with the construction of the proposed multi-use trail Crossing, as shown on the attached Exhibit 'A' (site drawing) and Exhibit 'B' (standards

WHEREAS, the County and NMDOT desire to express in writing their understanding and agreement with respect to the Project and Crossing, and pursuant to which it is to be constructed and maintained.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree to the construction, maintenance and operation of the Project and Crossing on the following terms and conditions:

1. NMDOT, as owner of the railroad right of way and track, does hereby grant to the County, upon and subject to the terms and conditions hereinafter set forth,

permission and license to enter upon and use that portion of the railroad right of way, (hereinafter "Premises"), as is necessary to construct at its sole expense, the Crossing as provided by the construction plans and details as shown in Exhibit 'A' and 'B' attached hereto, and which reference is hereby made a part hereof, excepting and reserving the rights to be exercised by NMDOT and by any others who have obtained , or may obtain permission or authority from NMDOT as set forth in elsewhere this Agreement. After the construction of the Crossing, the County shall have permission to maintain the Crossing as provided by this Agreement. This license and permission is subject to:

- A. All licenses, leases, easements, restrictions, reservations, conditions, covenants, encumbrances, rights and rights of way, liens and claims of title which may in any manner affect said right of way.
 - B. The prior and continuing right of obligation of Railway, its successors and assigns to use in the performance of its public duty as a transportation provider.
 - C. This license and permission is given without warranty of title of any kind, special or general, expressed or implied, and no covenant of warranty of title shall be implied from the use of any word or words herein contained. In case of the eviction of County by anyone owning or claiming title to or any interest in said right of way, NMDOT and Railway shall not be liable to County for any damage of any nature whatsoever.
2. County, or County's Trail Contractor, at County's expense, will construct multi-use trail approaches to match the reconstructed track and grade crossing prepared by County's Railroad Contractor. Furthermore, County or County's Railroad Contractor will, at County's expense, provide all necessary traffic control devices, such as flasher lights, barricades and delineators as may be necessary for duration of Project.
 3. County, or County's Railroad Contractor, shall perform its work so that it shall not endanger or interfere with the safe and timely operation of Railway trains and NMDOT track.
 4. The County's Railroad Contractor, shall, at the County's expense, perform track preparation and installation of a rubber surface crossing material, at minimum, to create Crossing in width of nine (9) feet zero (0) inches, plans and estimates as shown on attached Exhibit "B".
 5. The work specified to be done in above paragraph 4 by the County's Railroad Contractor shall be done as soon as practicable, considering availability of materials

6. The County shall, at its expense, maintain trail surface, approaches, drainage and signage up to edge of the Crossing. No work shall be performed within 25' of track centerline without flagging protection being provided by Railway.
7. NMDOT shall ensure adequate maintenance of that portion of the Crossing lying between the rails of the track and two feet outside of and parallel to the rails of the track, cross buck sign assemblies, flashing lights, gates, and whistle post signs. All maintenance shall be accomplished at reasonable cost.
8. NMDOT will submit to the County progressive billings for the reasonable cost of materials and labor used on maintenance of Crossing which the County agrees to promptly pay within thirty (30) days, including costs for flagman protection.
9. The County agrees to make any and all arrangements that may be necessary to secure the location or relocation of wire lines, pipelines, and other facilities owned by private persons, companies, corporations, political subdivisions or public utilities other than Railway which it may be found necessary to locate or relocate in any manner whatsoever due to the construction of said Project.
10. Except as hereinafter otherwise provided, all work to be done hereunder by County in the construction of said Project will be done pursuant to a contract or contracts to be let by County to a contractor or contractors, all work performed thereunder within the limits of said right of way shall be performed in a good and workmanlike manner and in accordance with plans and specifications approved by NMDOT and only those changes or modifications during construction that affect NMDOT shall also be subject to approval by NMDOT, and that all work performed over, under or adjacent to the tracks of NMDOT shall be done to the satisfaction of NMDOT.
11. The County shall not disturb any improvements of NMDOT or NMDOT's existing lessees, licensees, permittees, or other easement beneficiaries, if any, or interfere with the use of such improvements.
12. The County acknowledges that one or more other parties, including, but not limited to various Native American Tribal entities, may have, or may claim to have, ownership right(s) in certain segments(s) of certain of NMDOT's rail corridors and may claim that the County must obtain rights from it (or them) in order to occupy, or access, the Premises and that, in some cases, such claims may be valid.
13. The County acknowledges that NMDOT's ownership interest, in many of its rail corridors, is a determinable fee, a railroad right of way, or a rail service easement, which shall terminate when those rail corridors cease to be used for railroad purposes; or such rail corridors are used for purposes to be found inconsistent with use of the corridors for railroad purposes, and that , in such circumstances, NMDOT's right or license in /to any such rail corridor, or rights under any license of

any such rail corridor, may be subject to termination as of the date of the circumstances set forth above.

14. The County is free to improve the quality of title to the Premises by obtaining a patent or deed from the federal government, if appropriate, or acquiring additional property interests from third parties.
15. The County also acknowledges that NMDOT's ownership rights may terminate for other reasons, such as termination of franchise rights, and that certain segments of NMDOT's rail corridors consist only of a trackage rights license to NMDOT and enable NMDOT to provide rail service, or shared ownership with other railroads, and that NMDOT may not have rights to include those segments in any License to the County.
16. The County further acknowledges that the County's rights to enter into a License on any NMDOT rail corridor, and its rights under any License of any NMDOT rail corridor, are subject and subordinate to all outstanding and/or future rights and encumbrances on NMDOT's rail corridor (including liens, security interests, and mortgages), and any and all easements, other leases, licenses, permits or agreements which now or in the future relate to NMDOT's rail corridor, except NMDOT in the future shall not place any encumbrance upon any NMDOT rail corridor then subject to a License to the County or enter into any easement, lease, license, permit or agreement, which would materially disrupt the County's ability to exercise rights under this License or to utilize the Crossing and Premises covered by such License.
17. The County acknowledges that its ability to exercise rights under this License or to utilize such Crossing would not be materially disrupted if either the Crossing is relocated to another location within the applicable NMDOT rail corridor in accordance with the terms of the License, or could be relocated elsewhere in the rail corridor; or NMDOT preserves Crossing rights and makes those rights available to the County at no charge payable by the County to the holder of the land interest where such rights are located.
18. NMDOT conveys, to the County, no more right, title and interest in any rail corridor than NMDOT holds in such rail corridor at the time of conveyance.
19. The County shall use the Premises solely for construction and maintenance of said Crossing and the County shall not use the premises for any other purpose.
20. The County shall not use or store hazardous substances as defined by the Comprehensive Environmental Response, Compensation, and Liability Act, as amended ("CERCLA") or petroleum or oil as defined by applicable Environmental Laws on the Premises.

21. In case of the eviction of the County by anyone owning or claiming title to or any interest in the Premises, or by the abandonment by NMDOT of the affected rail corridor, NMDOT shall not be liable to refund, to the County, any compensation paid hereunder.
22. Any contractor(s) or subcontractor(s) performing work on the Project or the Crossing or entering the Premises on behalf of the County shall be deemed servants and agents of the County for the limited purposes of this License only.

COMPENSATION

23. The County shall pay NMDOT, prior to the Effective Date, the sum of Two-Hundred Dollars and NO/100 Cents (\$200.00) application fee as compensation for the use of the Premises, and in addition shall pay NMDOT annually a \$100.00 License Fee upon the Effective Date and the anniversary thereof.

COMPLIANCE WITH LAWS

24. The County shall observe and comply with any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("Legal Requirements") relating to the construction, maintenance, and use of the Project and the Crossing and the use of the Premises.
25. Prior to entering the Premises, the County shall, and shall cause its contractor to, comply with all applicable safety rules and regulations. Prior to commencing any work on the Premises, the County shall complete and shall require its contractor(s) to complete the safety-training program at the following Internet Website <http://www.contractororientation.com>. This training must be completed no more than one year in advance of the COUNTY's entry on the Premises.

DEFINITION OF COST AND EXPENSE

26. For the purpose of this License, "cost" or "costs" "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.

RIGHT OF NMDOT TO USE

27. NMDOT excepts and reserves the right, to be exercised by NMDOT, and an other parties who may obtain written permission or authority from NMDOT, to:

- A. maintain, renew, use, operate, change, modify and relocate any existing power, communication lines and appurtenances and other facilities or structures of like character upon, over, under or across the Premises; or
- B. construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Premises; or
- C. use the Premises in any manner as the NMDOT in its sole discretion deems appropriate, provided NMDOT uses all commercially reasonable efforts to avoid material interference with the use of the Premises by the County for the purpose specified herein.

COUNTY OPERATIONS

- 28. The County shall notify NMDOT's Rail Manager at least five (5) business days prior to installation of the Crossing and prior to entering the Premises for any subsequent maintenance thereon.
- 29. In performing the work described herein, the County shall use only public roadways to cross from one side of the track to the other.
- 30. Under no conditions shall the County be permitted to conduct any tests, investigations, or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools, or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless the County has obtained prior written approval from NMDOT. The County shall, at its sole cost and expense, perform all activities on and about the Premises in such a manner as not, at any time, to be a source of danger to or interfere with the existence or use of present or future track, roadbed or property of NMDOT, or the safe operations and activities of NMDOT and the Railway, its partners, contractors, or assigns. If ordered to cease using the Premises at any time by NMDOT's personnel due to any hazardous condition, the County shall immediately do so.
- 31. Notwithstanding the foregoing right of NMDOT, the parties agree that NMDOT has no duty or obligation to monitor the County's use of the Premises to determine the safe nature thereof, it being solely the County's responsibility to ensure that the County's use of the Premises is safe. Neither the exercise nor the failure by NMDOT to exercise any rights granted in this paragraph will alter the liability allocation provided by this License.
- 32. If the County shall, in the judgment of NMDOT, fail to perform properly its obligations under this Agreement, NMDOT may, at its option, itself perform such work as it deems necessary for the safe operation of its railroad, and in such event the County agrees to pay, the cost so incurred by NMDOT. Failure on the part of

NMDOT to perform the obligations of the County shall not release the County from liability hereunder for loss or damage occasioned thereby.

33. During the construction and any subsequent maintenance performed on the Crossing, the County shall perform such work in a manner as to preclude damage to the property of NMDOT and the Railway and preclude interference with the operation of the railroad.
34. If, at any time during the term of this License, NMDOT shall desire the use of its rail corridor in such a manner as would, in NMDOT's reasonable opinion, be interfered with by the Crossing, the County shall make such changes in the Crossing as in the sole discretion of NMDOT may be necessary to avoid interference with the proposed use of NMDOT's rail corridor, including, without limitation, the relocation of the existing or the construction of a new Crossing, subject to sufficient appropriations being available to the County.
35. Upon termination of this License, the County shall, at its sole cost and expense:
 - A. Remove the Crossing and all appurtenances thereto at the NMDOT's sole discretion;
 - B. Report and restore any damage to the Premises arising from, growing out of, or connected with the County's use of the Premises;
 - C. Remedy any unsafe conditions on the Premises created or aggravated by the County;
 - D. Leave the Premises in the condition which existed as of the Effective Date of this License.
36. The County's on-site supervisor shall retain/maintain a fully-executed copy of this License at all times while on the Premises.
37. No party shall be responsible for liability incurred as a result of any other party's acts or omissions in connection with the Agreement. Any liability incurred by either the County or NMDOT in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1 et seq., as amended.
38. All personal property, including but not limited to, fixtures, equipment, or related materials upon the premise will be at the risk of the County only.

39. The County and/or its contractor(s) and subcontractor(s) shall, at their sole cost and expense, procure and maintain during the construction of the Crossing and Project, the following insurance coverage:

A. Commercial General Liability Insurance. This insurance shall contain broad form contractual liability coverage with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$6,000,000.

1. Coverage must be purchased on a post 1998 ISO occurrence or equivalent and include coverage for, but not limited to, the following:

- a. Bodily Injury and Property Damage
- b. Personal Injury and Advertising Injury
- c. Fire legal liability
- d. Products and completed operations

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

- a. The employee and workers compensation related exclusions in the above policy shall not apply with respect to claims related to railroad employees.
- b. 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.
- c. Any exclusion related to the explosion, collapse and underground hazards shall be removed.

3. No other endorsements limiting coverage may be included in the policy.

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 limited to the following:

- 1. Bodily injury and property damage
- 2. Any and all vehicles owned, used or hired

C. Workers Compensation and Employers Liability Insurance This insurance shall include coverage for, but not limited to:

1. County'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.
 2. Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.
- D. Railroad Protective Liability Insurance During the initial installation and/or construction of the Crossing and the Project, the County's contractor(s) and/or subcontractor(s) shall obtain insurance, which shall name NMDOT and the Railway, as the operator of the Track, as additional insured's, with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate.
1. The construction of the Crossing and Project shall be completed one (1) year of the Effective Date of this Agreement.
 2. If further maintenance of the Crossing is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy shall be issued on a standard ISO form CG 00 35 10 93 and include the following:
 - a. Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
 - b. Endorsed to include the Limited Seepage and Pollution Endorsement.
 - c. Endorsed to include the Evacuation Expense Coverage Endorsement.
 3. No other endorsements restricting coverage may be added.
 4. The original policy must be provided to the NMDOT prior to performing any work or services under this Agreement.
- E. Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages and certificates of insurance shall reflect that no exclusion exists.
40. The County agrees to waive its right of recovery against NMDOT for all claims and suits against NMDOT. In addition, its insurers, through policy endorsement, waive their right of subrogation against NMDOT for all claims and suits. The certificate of insurance must reflect waiver of subrogation endorsement. The County further waives its right of recovery, and its insurers also waive their right of subrogation against NMDOT for loss of its owned or leased property or property under its care, custody, or control.

41. The County's insurance policies, through policy endorsement, must include wording which states that the policy shall be primary and non-contributing with respect to any insurance carried by NMDOT. The certificate of insurance must reflect that the above wording is included in evidenced policies.
42. All policy (ies) required above (excluding Workers Compensation and, if applicable, Rail Protective) shall include a severability of interest endorsement and shall name NMDOT and the Railway as an additional insured(s) with respect to work performed under this agreement.
 - A. Severability of interest and naming NMDOT and the Railway as additional insured shall be indicated on the certificate of insurance.
43. The County is not allowed to self-insure without prior written consent of NMDOT. If granted by NMDOT, any deductible, self-insured retention or other financial responsibility for claims shall be covered directly by County in lieu of insurance. Any and all NMDOT liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by County's insurance will be covered as if County elected not to include a deductible, self-insured retention, or other financial responsibility for claims.
44. Prior to commencing the work, County shall furnish, to NMDOT, an acceptable certificate of insurance which shall include an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments.
45. The policy shall contain a provision that obligates the insurance company(ies) issuing such policy (ies) to notify NMDOT, in writing, at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision shall be indicated on the certificate of insurance.
46. In the event of a claim or lawsuit involving NMDOT arising out of this agreement, County will make available any required policy covering such claim or lawsuit.
47. Any insurance policy shall be written by a reputable insurance company acceptable to NMDOT 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.
48. The County represents that this License has been thoroughly reviewed by the County's insurance agent(s)/broker(s), who have been instructed by the County to procure the insurance coverage required by this Agreement.
49. Allocated Loss Expense shall be in addition to all policy limits for coverage referenced above.

50. Not more frequently than once every five (5) years, NMDOT 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.
51. If any portion of the operation is to be subcontracted by the County, the County shall require that the subcontractor shall provide and maintain insurance coverage as set forth herein, naming NMDOT and the Railway as an additional insured and shall require that the subcontractor shall release, defend, and indemnify NMDOT and the Railway.
52. Failure to provide evidence, as required by this section, shall entitle, but not require, NMDOT to terminate this License immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of the County's obligations hereunder.
53. The County is allowed to self-insure for the liability that may arise from the performance of this Agreement to the fullest extent allowed by law.
54. The fact that insurance (including, without limitation, self insurance) is obtained by the County shall not be deemed to release or diminish the liability of the County.
55. Damages recoverable by NMDOT shall not be limited by the amount of the required insurance coverage.

For purposes of this section, NMDOT shall mean "New Mexico Department of Transportation" and the subsidiaries, agents, successors, assigns and affiliates of each.

ENVIRONMENTAL

56. The County shall strictly comply with all federal, state and local environmental laws and regulations 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, CERCLA (collectively referred to as the "Environmental Laws").
57. The County shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by applicable Environmental Laws on the Premises. The County shall not release or suffer the release of oil or hazardous substances, as defined by Environmental Laws on or about the Premises.
58. The County shall give NMDOT immediate notice to NMDOT's Risk Management Bureau and NMDOT Rail Bureau 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 the County's use of the Premises.

59. The County shall use the best efforts to promptly respond to any release on or from the Premises.
60. The County shall also give NMDOT immediate notice of all measures undertaken on behalf of the County to investigate, remediate, respond to or otherwise cure such release or violation.
61. In the Event NMDOT has notice from the County or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Crossing which occurred or may occur during the term of the License, NMDOT may require the County, at the County's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or NMDOT's right of way.
62. The County shall promptly report to NMDOT in writing any conditions or activities upon the Premises known to the County 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 damage to property arising out of such conditions or activities; provided however, that the County's reporting to NMDOT shall not relieve the County of any obligation whatsoever imposed on it by this License.
63. The County shall promptly respond to NMDOT's request for information regarding said conditions or activities.
64. For all bores greater than 26-inch diameter and at a depth of less than 10.0 feet below base of rail, a soil investigation will need to be performed by the County and reviewed by NMDOT prior to construction. This study is to determine if any environmental contamination is present near the location of the bore. NMDOT may select a new location for the County's use, or may require the County to furnish for NMDOT's review and approval, in its sole discretion a remedial plan to deal with the granular material. Once NMDOT has approved any such remedial plan in writing, the County shall, at its sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.

ALTERATIONS

65. The County may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without NMDOT's prior written consent.

NO WARRANTIES

66. NMDOT's duties and warranties are limited to those expressly stated in this License and shall not include any implied duties or implied warranties, now or in the future. No representations or warranties have been made by NMDOT other than those contained in this License. The County hereby waives any and all warranties, law or in equity, including without limitation any warranty of merchantability, habitability or fitness for a particular purpose.

QUIET ENJOYMENT

67. NMDOT does not warrant its title to the property, nor undertake to defend the County in the peaceable possession of use thereof. No covenant of quiet enjoyment is made.

DEFAULT

68. If default shall be made in any of the covenants or agreements of the County contained in this document, or in any assignment or transfer of this License by operation of law, NMDOT, may, at its option, terminate this License by serving five (5) business days' notice in writing upon the County.

69. Any waiver by NMDOT of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect NMDOT's ability to enforce any Section of this License. The remedy set forth in this Section shall be in addition to, and not in limitation of, any other remedies that NMDOT may have at law or in equity.

LIENS & CHARGES

70. The County 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 the County on Premises. NMDOT is hereby authorized to post any notices or take any other action upon or with respect to Premises that is or may be permitted by law to prevent the attachment of any such liens to Premises; provided, however that failure of NMDOT to take any such action shall no relieve the County of any obligation or liability under this Section or any other Section of this License. The County shall pay, if applicable, 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 NMDOT or the Premises that are attributable to the improvements.

TERMINATION

71. This License may be terminated by either party at any time, by serving thirty (30) calendar days written notice of termination to the other party. In the event of termination, the Crossing will be removed and Premises will be restored to its condition as of the Effective Date, at the County's sole cost and expense. If the County fails to surrender to NMDOT the Premises, upon any termination of this License, all liabilities and obligations of the County hereunder shall continue in effect until the Premises are surrendered.

ASSIGNMENT

72. Neither the County, nor the heirs, legal representatives, successor, nor assigns of the County, nor any subsequent assignee, shall assign or transfer this License or any interest herein, without the prior written consent and approval of NMDOT, which may be withheld in NMDOT's sole discretion.

NOTICES

73. Any notices required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) calendar days advance written notice of such change in address. **If to NMDOT:** Rail Manager, SB-4 Second Floor New Mexico Department of Transportation PO Box 1149 Santa Fe, NM 87504-1149 **If to County:** Santa Fe County, County Attorney, 102 Grant Avenue, Santa Fe, NM, 87501.

SURVIVAL

74. Neither termination nor expiration will release either party from any liability or obligation under this License, whether or indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or if later, the date when the Crossing and improvements are removed and the Premises are restored to its condition as of the Effective Date.

NO RECORDATION

75. It is understood and agreed that this License shall not be recorded with the County Clerk.

APPLICABLE LAW

76. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of New Mexico without regard to conflicts of law provisions.

SEVERABILITY

77. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.

INTERGRATION

78. This License is the full and complete agreement between NMDOT and the County with respect to all matters relating to the County's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to the County's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of the County.

MISCELLANEOUS

79. In the event that the County consists of two or more parties for purposes of effectuating this Agreement, all the covenants and agreements of the County herein contained shall be the joint and several covenants and agreements of such parties.

80. The parties agree that the insurance and liability provisions of this License are not intended to violate, and shall not be construed by the parties to violate, NMSA 1978, Section 56-7-1, as amended.

IN WITNESS WHEREOF, this License has been duly executed, in duplicate, by the parties hereto as of the day and year first above written.

NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT)

By: Alvin Dominguez
(Secretary or Designee)

Printed Name: Alvin Dominguez

Title: NMDOT Cabinet Secretary Date: 3-28-12

THE COUNTY OF SANTA FE

By: Katherine Miller

Printed Name: Katherine Miller

Title: Santa Fe Co. Manager Date: 1-27-12

APPROVED AS TO LEGAL FORM AND SUFFICIENCY BY THE NEW MEXICO DEPARTMENT OF TRANSPORTATION OFFICE OF GENERAL COUNSEL

DATE: JANUARY 17, 20 12

BY: Harold R. Perry

TITLE: Assistant General Counsel

APPROVED AS TO LEGAL FORM, County Attorney, County of SANTA FE

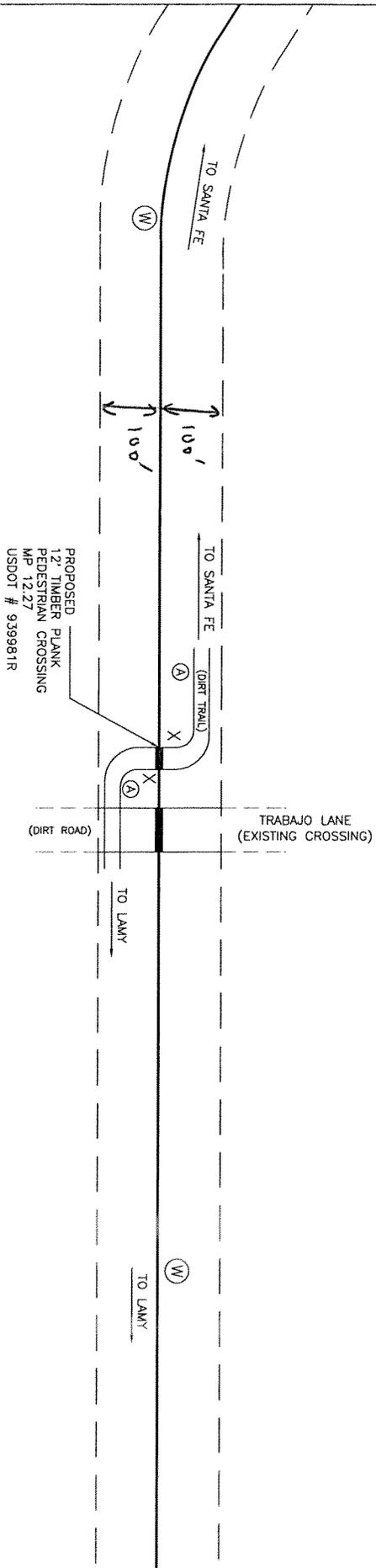
BY: Stephen C. Ross

TITLE: County Attorney

DATE: 1-20-12, 20 12
smr

EXHIBIT 'A' (SITE DRAWING)

EXHIBIT "A"
 ATTACHED TO CONTRACT BETWEEN
 NEW MEXICO DEPARTMENT OF TRANSPORTATION
 AND
 COUNTY OF SANTA FE
 COVERING AN 12' TIMBER PLANK PEDESTRIAN CROSSING
 USDOT CROSSING #939981R
 JUNE 14, 2011



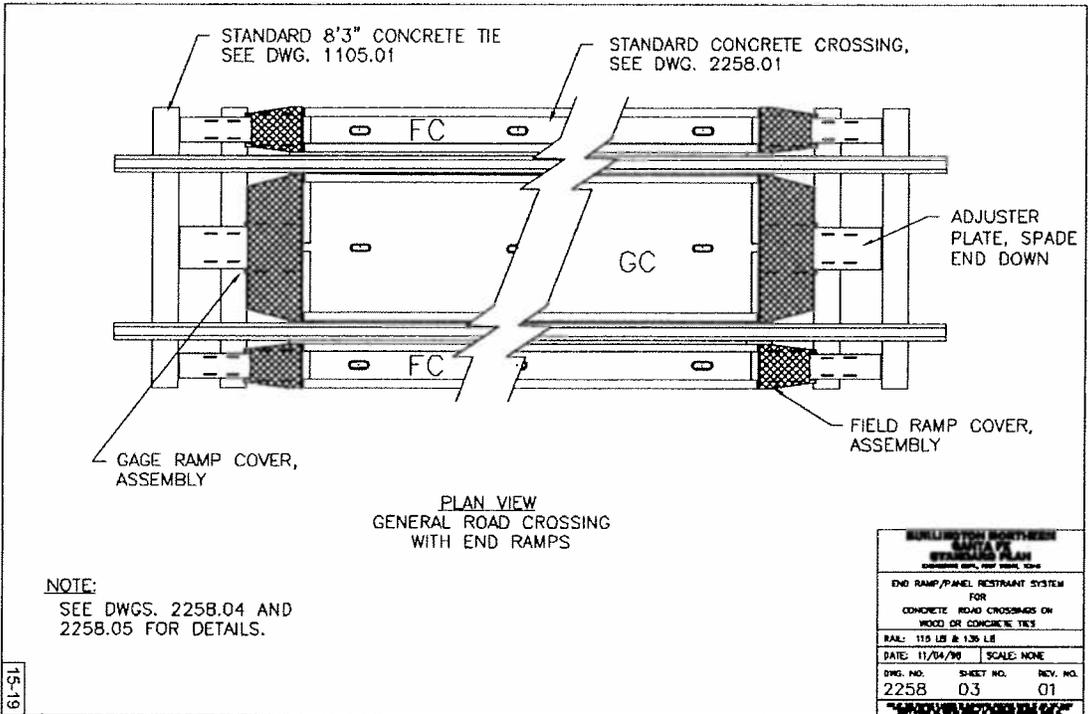
NOT TO SCALE

- MILEPOST: 12.27 SUBDIVISION: EL DORADO NEAREST STATION: SANTA FE
- NMDOT-OWNED TRACK
 - NMDOT ROW LINE
 - X CROSSBUCK ASSEMBLY (STOP OR YIELD, XBUCK, ENS SIGN) ADVANCE APPROACH
 - (A)
 - (W) WHISTLEBOARD

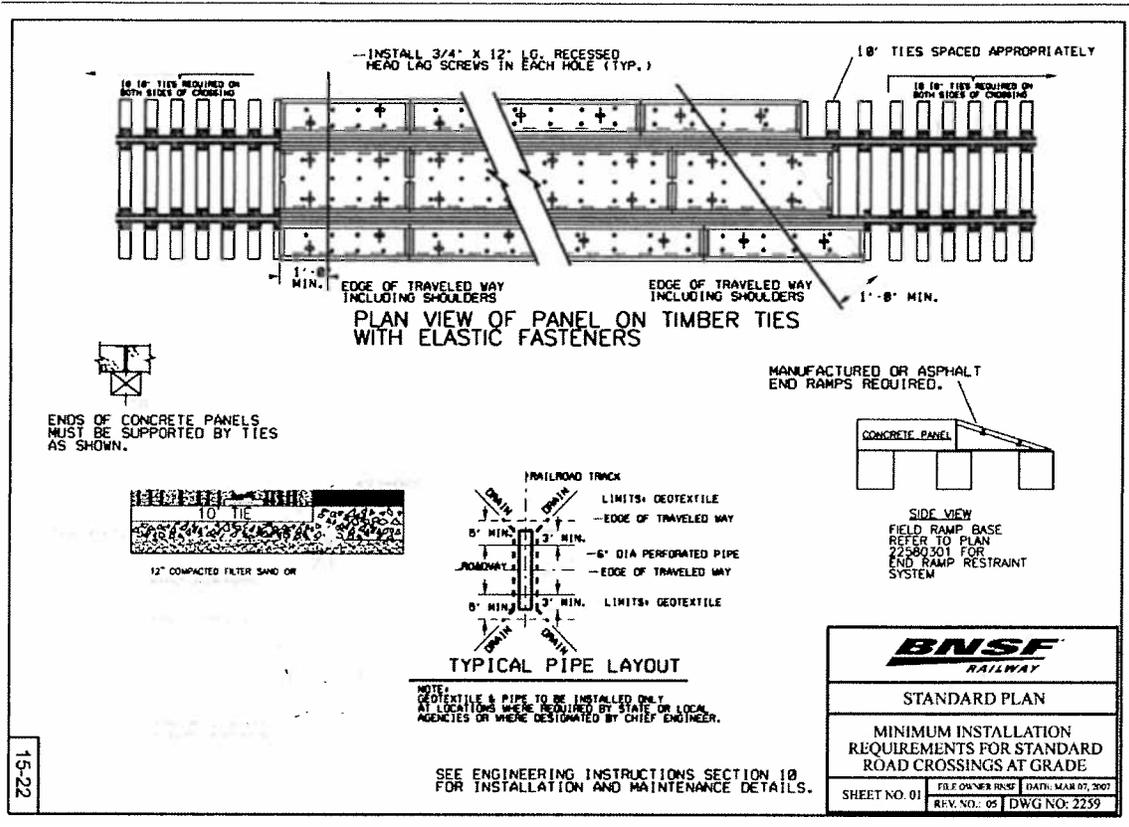
PLAT DATE: 10/03/11 DRAWING PATH: M:\UNITS (SECURE FOLDER) DESIGN UNIT 4\EXHIBIT-A-12' TIMBER PLANK PED. CROSSING.dwg

EXHIBIT 'B' (STANDARD DRAWINGS AND PLANS)

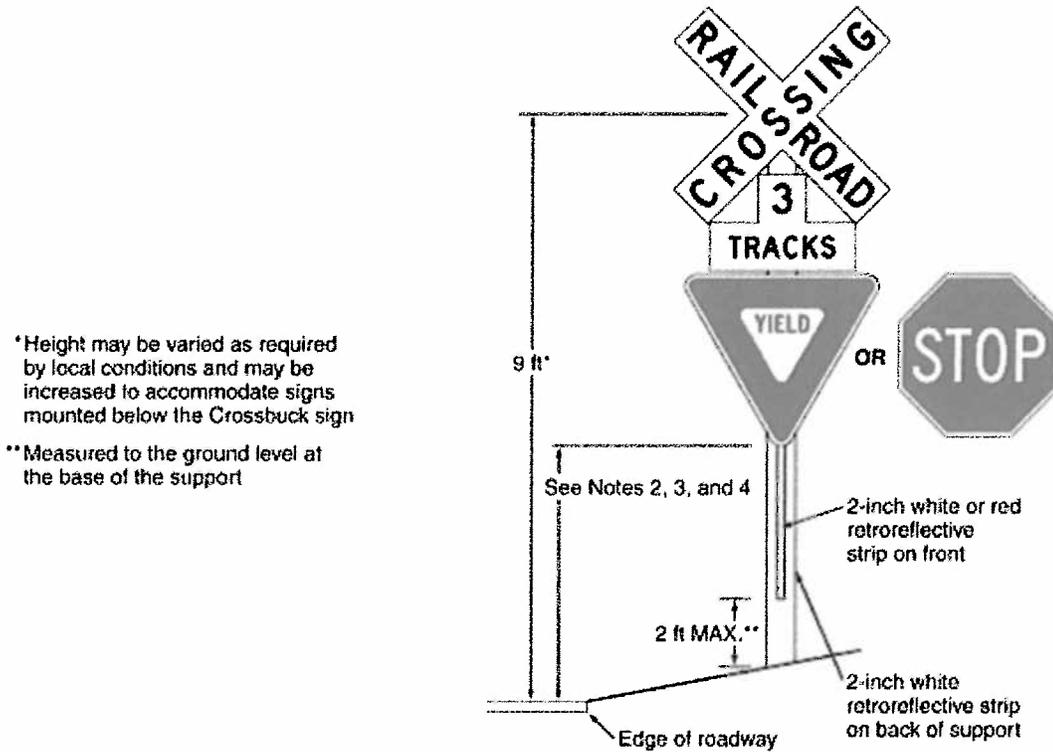
Concrete Crossing Standards



15-19



Crossbuck Assembly; Emergency Notification Sign Standards (to be placed under yield or stop sign).



Notes:

1. YIELD or STOP signs are used only at passive crossings. A STOP sign is used only if an engineering study determines that it is appropriate for that particular approach.
2. Mounting height shall be at least 4 feet for installations of YIELD or STOP signs on existing Crossbuck sign support
3. Mounting height shall be at least 7 feet for new installations in areas with pedestrian movements or parking.

NMRX RAILROAD

TO REPORT
STALLED VEHICLE ON TRACK
OR OTHER EMERGENCY
CALL

1-866-874-6679

YOUR LOCATION IS:

D.O.T. # 013745A

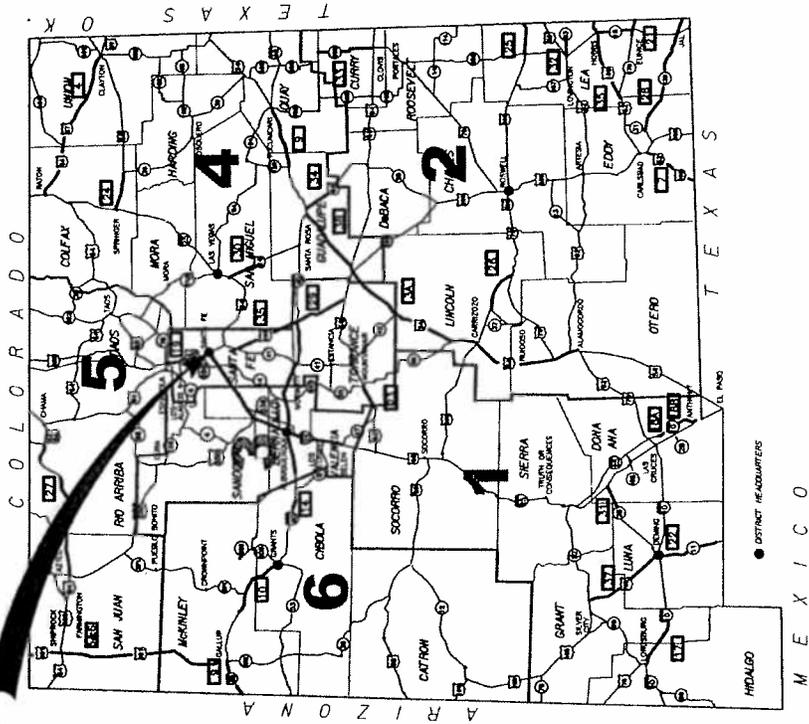
MP 866.66

**DOT Crossing Number is specific to the location of the crossing
The Mile Post (MP) is specific to the locations of the crossing**

Project Plans

SANTA FE COUNTY CONSTRUCTION PLANS RAIL TRAIL AT-GRADE PEDESTRIAN CROSSING

RAIL TRAIL
SANTA FE COUNTY



| | |
|---|------|
| APPROVED BY SANTA FE COUNTY | DATE |
| PROJECTS & FACILITIES DIVISION DIRECTOR MARK HOGAN, AIA | |
| APPROVED BY SANTA FE COUNTY | DATE |
| OPEN SPACE & TRAILS MANAGER COLLEEN BAKER | |



Gannett Fleming West, Inc.
460 WEST 10TH AVENUE SUITE 1000
DENVER, COLORADO 80202
OFFICE: (303) 820-7020 FAX: (303) 820-7109

INDEX OF SHEETS

| SHEET NO. | DESCRIPTION |
|-----------|-------------------------------------|
| 1-1 | COVER SHEET |
| 1-2 | VICINITY MAP |
| 1-3 | INDEX OF SHEETS |
| 1-4 | SUMMARY OF QUANTITIES |
| 1-5 | GENERAL NOTES |
| 1-6 | RAILWAY GENERAL NOTES |
| 2-1 | RAIL CROSSING SYSTEM DETAILS |
| 2-2 | CONCRETE APPROACH SLAB DETAILS |
| 2-3 | MISCELLANEOUS QUANTITIES |
| 3-1 | PLAN AND PROFILE SHEET |
| 6-1 & 6-2 | TRAFFIC CONTROL PLAN |
| 7-1 & 7-2 | PERMANENT SIGNING AND STRIPING PLAN |



CALL OR ONE-CALL
SYSTEM SEVEN (7) DAYS
PRIOR TO ANY EXCAVATION

| NO. | DESCRIPTION | DATE | BY |
|-----|-------------|------|----|
| 3 | | | |
| 2 | | | |
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REVISIONS (OR CHANGE NOTICES)

SANTA FE COUNTY

SANTA FE RAIL TRAIL
AT-GRADE PEDESTRAIN CROSSING
INDEX OF SHEETS



| | | |
|--------------|-----------|-------------|
| DESIGNED BY: | DRAWN BY: | CHECKED BY: |
| DATE: | DATE: | DATE: |

SUMMARY OF QUANTITIES

| ITEM NO. | ITEM | UNIT | ROADWAY/ RAILWAY | | CONSTRUCTION ENGINEERING | | CONSTRUCTION SIGNING | | PERMANENT SIGNING | | PROJECT TOTAL | |
|----------|---|--------|------------------|-------|--------------------------|-------|----------------------|-------|-------------------|-------|---------------|-------|
| | | | ESTIMATE | FINAL | ESTIMATE | FINAL | ESTIMATE | FINAL | ESTIMATE | FINAL | ESTIMATE | FINAL |
| 207000 | SUBGRADE PREPARATION | SQ.YD. | 30 | | | | | | | | | 30 |
| 303160 | BASE COURSE 6" | SQ.YD. | 30 | | | | | | | | | 30 |
| 450060 | CONCRETE PAVEMENT-6" | SQ.YD. | 30 | | | | | | | | | 30 |
| 570012 | 12" CULVERT PIPE | LN.FT. | 28 | | | | | | | | | 28 |
| 601000 | REMOVAL OF STRUCTURES AND OBSTRUCTIONS | LS | | | | | | | | | | LS |
| 604002 | GEOTEXTILE CLASS 2 | SQ.YD. | 30 | | | | | | | | | 30 |
| 621000 | MOBILIZATION | LS | | | | | | | | | | LS |
| 690000 | AT GRADE RAILWAY/TRAIL SYSTEM | LS | | | | | | | | | | LS |
| 690001 | RAILWAY FLAGGING | ALLOW | | | ALLOW | | | | | | | ALLOW |
| 701000 | PANEL SIGNS | SQ.FT. | | | | | | | 63 | | | 63 |
| 701100 | STEEL POST AND BASE POST FOR ALUMINUM PANEL SIGNS | LN.FT. | | | | | | | 211 | | | 211 |
| 702810 | TRAFFIC CONTROL DEVICES FOR CONSTRUCTION | LS | | | | | LS | | | | | LS |
| 704212 | RETROREFLECTORIZED PLASTIC PAVEMENT STRIPE 12" | LN.FT. | | | | | | | | 20 | | 20 |
| 801000 | CONSTRUCTION STAKING BY THE CONTRACTOR | LS | | | | LS | | | | | | LS |



CALL 811 ONE-CALL SYSTEM SEVEN (7) DAYS PRIOR TO ANY EXCAVATION

| NO. | DESCRIPTION | DATE | BY |
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| 1 | | | |
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SANTA FE COUNTY

SANTA FE RAIL TRAIL AT-GRADE PEDESTRIAN CROSSING SUMMARY OF QUANTITIES



| | | |
|--------------|-----------|-------------|
| DESIGNED BY: | DRAWN BY: | CHECKED BY: |
| DATE: | DATE: | DATE: |

GENERAL NOTES

1. **"R" VALUE:** THE DESIGN "R" VALUE IS NOT DETERMINED OR NEEDED FOR THIS PROJECT. IF BORROW IS NEEDED, THE BORROW SHALL BE AN A-2-4 SOIL OR BETTER.
2. **MATERIAL PITS:** NO MATERIAL PITS HAVE BEEN DESIGNATED FOR THIS PROJECT. THE CONTRACTOR MAY OBTAIN SPECIFICATION BORROW OR SURFACING MATERIAL FROM ANY ACCEPTABLE SOURCE. ALL MATERIAL PIT ACTION SHALL BE GOVERNED BY SECTION 106 OF THE STANDARD SPECIFICATIONS.
3. **CONSTRUCTION EQUIPMENT AND MATERIAL STORAGE:** THE CONTRACTOR SHALL NOT STORE EQUIPMENT OR MATERIAL WITHIN 15' FROM THE EDGE OF THE RAILWAY BEDDING. THE SAFETY DESIGN FOR SHIELDING SHALL BE PROVIDED BY THE CONTRACTOR AND MUST BE APPROVED BY THE PROJECT MANAGER BEFORE IMPLEMENTING THIS WORK, INCLUDING DESIGN, INSTALLATION AND REMOVAL OF THE SHIELDING. SHALL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE THEREFOR. THE CONTRACTOR SHALL COMPLY WITH THE RAILWAY ROW SAFETY REQUIREMENTS OF THE NMDOT AND SFS RAILWAY.
4. **PROTECTION OF SURVEY MONUMENTS:** THE CONTRACTOR SHALL TAKE PRECAUTIONS TO PROTECT HORIZONTAL AND VERTICAL CONTROL SURVEY MONUMENTS FROM DAMAGE PRIOR TO INITIATING CONSTRUCTION. AN INVENTORY OF THE EXISTING MONUMENTS WILL BE TAKEN BY THE PROJECT MANAGER AND THE CONTRACTOR WITH ACKNOWLEDGMENTS PRIOR TO START OF CONSTRUCTION. IF DURING THE COURSE OF CONSTRUCTION OPERATIONS, THE CONTRACTOR DISTURBS OR DESTROYS MARK, THE CONTRACTOR SHALL ESTABLISH A NEW MARK IN COMPLIANCE WITH THE STANDARDS AND PROCEDURES SET FORTH IN THE "GEODETIC MARK PRESERVATION GUIDELINES", NATIONAL GEODETIC SURVEY, MARCH 1980. CONTACT: NGS MARK PRESERVATION CENTER - NOAA, TELEPHONE (503)789-3866. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE THEREFOR.
5. **MONUMENTATION INFORMATION:** INFORMATION PERTAINING TO THE MONUMENTATION PLANS FOR THIS PROJECT MAY BE OBTAINED FROM THE SANTA FE COUNTY PROJECT MANAGER.
6. **REMOVALS:** THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REMOVALS REQUIRED TO COMPLETE THE PROJECT. ADDITIONAL REMOVALS NOT SHOWN ON THE PLANS WILL BE DESIGNATED BY THE PROJECT MANAGER. THIS WORK WILL BE CONSIDERED AS INCLUDED IN THE CONTRACT PRICE FOR ITEM 801000 - "REMOVAL OF STRUCTURES AND OBSTRUCTIONS" AND THE CONTRACTOR WILL NOT RECEIVE ADDITIONAL COMPENSATION FOR UNLISTED REMOVALS.
7. **SALVAGEABLE MATERIALS:** UNLESS OTHERWISE NOTED, SALVAGEABLE MATERIALS, FROM THIS PROJECT, SHALL BE HAULED AND STOCKPILED AT A LOCATION DETERMINED BY THE PROJECT MANAGER. THE CONTRACTOR IS REQUIRED TO COORDINATE WITH THE PROJECT MANAGER PRIOR TO HAULING. HAUL OF SUCH MATERIAL SHALL BE PERFORMED FROM MONDAY TO FRIDAY BETWEEN THE HOURS OF 9:00 AM AND 3:00 PM AND SHALL BE NEATLY STOCKPILED, AS DIRECTED BY THE PATROL YARD FOREMAN. PAYMENT FOR THIS WORK SHALL BE INCLUDED IN THE CONTRACT PRICE FOR ITEM 801000 - "REMOVAL OF STRUCTURES & OBSTRUCTIONS". SALVAGEABLE MATERIALS SHALL BE PROVIDED TO SFS RAILWAY.
8. **MAINTENANCE OF POST-CONSTRUCTION PLANS:** THE CONTRACTOR SHALL MAINTAIN AN UP TO DATE SET OF POST CONSTRUCTION PLANS FOR THE PROJECT. THESE PLANS SHALL BE KEPT CURRENT, WITHIN TWO WEEKS, AT ALL TIMES AND SHALL BE SUBJECT TO REVIEW BY THE PROJECT MANAGER THROUGHOUT THE PROJECT AND WILL BE REVIEWED BY THE P.M. FOR ACCURACY AND COMPLETENESS AT LEAST ONCE EVERY 10 DAYS. THE FINAL AS BUILT PLANS SHALL BE SUBMITTED TO THE PROJECT MANAGER PRIOR TO FINAL PAYMENT.

9. **PUBLIC NOTIFICATION OF LOCAL LANE CLOSURES:** THROUGHOUT THE LIFE OF THIS PROJECT AND WITH PRIOR APPROVAL BY THE PROJECT MANAGER, THE CONTRACTOR SHALL KEEP THE LOCAL NEWS MEDIA INFORMED OF LOCAL LANE CLOSURES WHICH WILL RESTRICT THE NORMAL FLOW OF TRAFFIC. PUBLIC NOTIFICATION OF CROSSING CLOSURE SHALL BE COORDINATED WITH SANTA FE COUNTY'S PROJECT MANAGER. THE PUBLIC NOTIFICATION WILL BE PROVIDED BY THE CONTRACTOR AND MANAGED BY SANTA FE COUNTY. THERE WILL BE NO DIRECT MEASUREMENT OR PAYMENT MADE FOR THESE ADVISORIES.
10. **TRAFFIC CONTROL PLANS:** THE CONTRACTOR SHALL BE REQUIRED TO SUBMIT AND OBTAIN APPROVAL OF A TRAFFIC CONTROL PERMIT PRIOR TO COMMENCING ANY CONSTRUCTION ACTIVITIES ON THE PROJECT. THE CONTRACTOR SHALL SUBMIT THE PERMIT TO THE PROJECT MANAGER FOR REVIEW AND APPROVAL BY THE SANTA FE COUNTY PROJECT MANAGER. ALONG WITH THE PERMIT, THE CONTRACTOR WILL BE REQUIRED TO SUBMIT THE FOLLOWING:
 - THE APPROVED TRAFFIC CONTROL PLANS INCLUDED IN THIS PLAN SET.
 THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR MANAGING TRAFFIC AND CONTROLLING TRAFFIC CROSSING OVER THE RAIL LINE.
11. **UTILITY RELOCATION:** ALTHOUGH IT IS ANTICIPATED THAT THERE ARE NO UTILITY CONFLICTS IN THIS PROJECT, THE CONTRACTOR IS HEREBY ADVISED THAT ANY UTILITY RELOCATION IS TO BE DONE CONCURRENTLY WITH CONSTRUCTION. IF A UTILITY CONFLICT IS DISCOVERED, THE CONTRACTOR SHALL INFORM THE ENGINEERING DESIGN TEAM AND THE CONTRACTOR SHALL COORDINATE THE SCHEDULING OF WORK WITH THE RESPECTIVE UTILITY COMPANIES AND PROVIDE A TWO WEEK NOTICE. THE CONTRACTOR SHALL PROVIDE FOR THESE CONTINGENCIES WHEN BIDDING AND NO CLAIM FOR DELAYS DUE TO UTILITY WORK WILL BE ALLOWED.
12. **VELOCITY ELEVATIONS:** THE CONTRACTOR SHALL FIELD VERIFY ALL THE EXISTING RAILS AND RAIL HORIZONTAL AND VERTICAL GRADE. NEW RAIL AND RAIL TIES SHALL BE PLACED AT THE PREVIOUS RAIL AND RAIL TIE HORIZONTAL AND VERTICAL ELEVATIONS. THE CONTRACTOR SHALL LIMIT ALL WORK ON THIS PROJECT TO WITHIN THE EXISTING RIGHT-OF-WAY OR PUBLIC EASEMENTS. PAYMENT FOR THIS WORK SHALL BE INCLUDED IN THE CONTRACT PRICE FOR ITEM 801000 - "CONSTRUCTION STAKING BY THE CONTRACTOR" AND NO MEASUREMENT OR PAYMENT SHALL BE MADE THEREFOR. CONTRACTOR MUST NOTIFY AND TURN IN THE ELEVATIONS TO THE PROJECT MANAGER, PRIOR TO REMOVAL OF THE EXISTING RAIL AND RAIL TIES.
13. **REMOVAL OF RAIL AND RAIL TIES:** PAYMENT FOR REMOVAL OF AND DISPOSAL OF REPLACED RAIL OR REPLACED RAIL TIES SHALL BE CONSIDERED INCLUDED IN THE PRICE FOR ITEM 801000 - "REMOVAL OF STRUCTURES AND OBSTRUCTIONS".
14. **WASTE MATERIAL:** CONTRACTOR SHALL BE REQUIRED TO REMOVE AND HAUL WASTE MATERIAL TO AN ENVIRONMENTALLY SUITABLE WASTE DISPOSAL SITE PER SANTA FE COUNTY AND NMDOT SPECIFICATIONS. CONTRACTOR SHALL PROVIDE NOTICE OF LOCATION TO THE PROJECT MANAGER.
15. **PROJECT TIME:** THE ENTIRE CONSTRUCTION OF RAILWAY CROSSING, CONCRETE APPROACHES, NEW SIGN INSTALLATIONS, AND MISCELLANEOUS OTHER RELATED WORK SHALL BE COMPLETE IN ONE WEEK. THE CONTRACTOR SHALL PLAN HIS WORK AND MATERIAL NEEDS ACCORDINGLY. THE PROJECT WORK SCHEDULE SHALL SHOW COMPLETION OF THE PROJECT IN ONE WEEK (5 DAYS).
16. **ADA TRUNCATED DOMES:** ADA TRUNCATED DOMES "INSERT TYPE" SHALL BE INSTALLED IN ACCORDANCE WITH THE PROJECT SPECIAL PROVISION FOR ADA TRUNCATED DOMES. THE INSERT SHALL NOT BE INSTALLED CLOSER THAN 6 INCHES FROM THE EDGE OF CONCRETE APPROACHING THE PEDESTRIAN PRE-FAB RAIL CROSSING. PAYMENT FOR THIS WORK SHALL BE INCLUDED IN THE CONTRACT PRICE FOR ITEM 450950 - CONCRETE PAVEMENT 6".

INCIDENTAL ITEMS

- GENERAL NOTE # 3 CONSTRUCTION EQUIPMENT & MATERIAL STORAGE
- GENERAL NOTE # 4 PROTECTION OF SURVEY MONUMENTS
- GENERAL NOTE # 9 PUBLIC NOTIFICATION OF LOCAL LANE CLOSURES



| NO. | DESCRIPTION | DATE | BY |
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REVISIONS (OR CHANGE NOTICES)

SANTA FE COUNTY

SANTA FE RAIL TRAIL
AT-GRADE PEDESTRIAN CROSSING

GENERAL NOTES



DESIGNED BY: _____ CHECKED BY: _____
 DATE: _____ DATE: _____

**RAILWAY
GENERAL NOTES**

1. ALL NEW RAIL TO BE MINIMUM OF 136# RE SECTION, CONTROL COOLED, CARBON STEEL RAIL MANUFACTURED IN ACCORDANCE WITH CURRENT AREMA SPECIFICATIONS.
2. ALL NEW CROSS TIES SHALL CONFORM TO CURRENT AREMA SPECIFICATIONS FOR WOOD CROSS-TIES FOR RAILWAYS.
3. ALL THOUGH A LENGTH FOR NEW CROSS-TIES IS SHOWN IN THE PLANS, ACTUAL LENGTH OF NEW CROSS-TIES SHALL CONFORM TO RECOMMENDATIONS FROM THE PRE-FABRICATED CROSSING MANUFACTURER.
4. ALL THOUGH NEW CROSS-TIE SPACING IS SHOWN IN THE PLANS, ACTUAL CROSS-TIE SPACING SHALL CONFORM TO RECOMMENDATIONS FROM THE PRE-FABRICATED PEDESTRIAN CROSSING MANUFACTURER.
5. NEW RAIL FOR MAINLINE TRACK SHALL MATCH EXISTING RAIL BASE DIMENSIONS OR AS REQUIRED BY CURRENT AREMA SPECIFICATIONS.
6. ALL RAIL OUTSIDE OF CROSSING TO BE FASTENED TO WOOD TIES USING CONVENTIONAL DOUBLE SHOULDER PLATES WITH 4 SPIKES PER PLATE.
7. ALL RAIL TO BE FULLY ANCHORED AS RECOMMENDED BY THE PRE-FABRICATED PEDESTRIAN CROSSING MANUFACTURER.
8. TRACK BALLAST SHALL BE #3-4, 1 1/2"-3/4" NOMINAL SIZE, GRANITE, TRAPROCK (OF IGNEOUS NATURE ONLY), OR QUARTZITE PER AREMA SPECIFICATIONS.
9. FILL MATERIAL SHALL BE AS SHOWN IN PLANS OF APPROVED MATERIALS AND COMPACTED PER NMDOT SPECIFICATIONS, OR AS SHOWN ON THE PLANS.
10. FLANGE-WAY FILLER MATERIAL SHALL BE VIRGIN RUBBER INSERTS PROVIDED BY PRE-FABRICATED CROSSING MANUFACTURER APPROVED SUPPLIER.
11. TRACKS SCHEDULED FOR NEW RAIL REPLACEMENT SHALL BE LINED AND SURFACED TO MEET PROPOSED HORIZONTAL AND VERTICAL ALIGNMENT AS REQUIRED TO MEET FRA 213 CLASS 2 SAFETY STANDARDS. CONNECTIONS BETWEEN NEW RAIL AND EXISTING RAIL SHALL BE MATCHED AND LINED TO ASSURE SMOOTH TRANSITION BETWEEN RAILS.
12. LIMITS OF TRACK WORK SHALL BE WITHIN NMDOT RIGHT OF WAY AS SHOWN IN PLANS. LIMITED TO WORK SHOWN IN PLAN AND DOES NOT INCLUDE ADDITIONAL TRAIL WORK.
13. TIES SHALL BE RED OR WHITE OAK MAINLINE GRADE PER AREMA SPECIFICATIONS, OR AS RECOMMENDED BY THE PRE-FABRICATED PEDESTRIAN MANUFACTURER.
14. CONTRACTOR SHALL PERFORM NEW MEXICO ONE CALL.
15. ALL RAIL AND TIE FASTENERS SHALL CONFORM TO CURRENT AREMA SPECIFICATIONS FOR RAILWAY TYPE, AND AS REQUIRED BY THE PRE-FABRICATED PEDESTRIAN CROSSING MANUFACTURER.
16. SAND OR STONE SCREENINGS LAYER SHALL NOT BE WALKED ON AND KEPT DRY AFTER SCREEDED. AREAS WALKED ON OR BECOMING WET SHALL HAVE ADDITIONAL MATERIAL APPLIED AND RESCREED PRIOR TO SETTING PANELS.
17. THE REMOVAL OF EXISTING RAIL AND RAIL TIES AND THE REPLACEMENT OF SAME WITH NEW RAIL AND NEW TIES SHALL BE ACCOMPLISHED IN ONE DAY.
18. RAILROAD LIABILITY AND PROTECTIVE INSURANCE IS REQUIRED FOR THIS PROJECT. THE CONTRACTOR SHALL HAVE DOCUMENTATION OF THE RAILROAD INSURANCE ON SITE.
19. RAILROAD FLAGGING AND FLAGGERS ARE REQUIRED FOR THIS PROJECT. THE CONTRACTOR SHALL PROVIDE 48 HOUR NOTICE PRIOR TO FLAGGING.
20. CONTRACTOR RAILROAD ORIENTATION AND ROADWAY WORKER PROTECTION MUST BE COMPLETED AND VERIFICATION SHALL BE PROVIDED TO THE SANTA FE COUNTY PROJECT MANAGER. WEBLINK: www.railroadeducation.com

PUBLIC AGENCIES AND SFS RAILWAY

| AGENCY | CONTACT PERSON | PHONE | FAX |
|---------------------------|----------------|------------------|-----|
| SANTA FE COUNTY | SCOTT RIVERS | 505 992-9867 | |
| NMDOT | JOHN WHATLEY | 505 827-5134 | |
| SANTA FE SOUTHERN RAILWAY | BILL KING | * 1-800 XXX-XXXX | |
| NMDOT | ROBERT FINE | 505 827-5133 | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

* NUMBER TO BE PROVIDED TO SANTA FE COUNTY BY SFS RAILWAY.

UTILITY CONTACT

| NAME | UTILITY CONTACT PURPOSE | PHONE |
|------|---------------------------|----------------|
| MCI | CONSTRUCTION COORDINATION | 1-800-321-2537 |



CALL AN ONE-CALL SYSTEM SEVEN (7) DAYS PRIOR TO ANY EXCAVATION

| NO. | DESCRIPTION | DATE | BY |
|-----|-------------------------------|------|----|
| 1 | REVISIONS (OR CHANGE NOTICES) | | |
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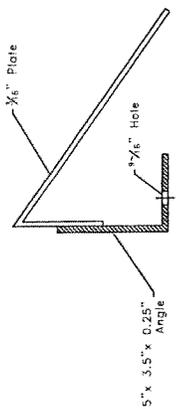
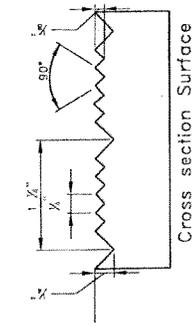
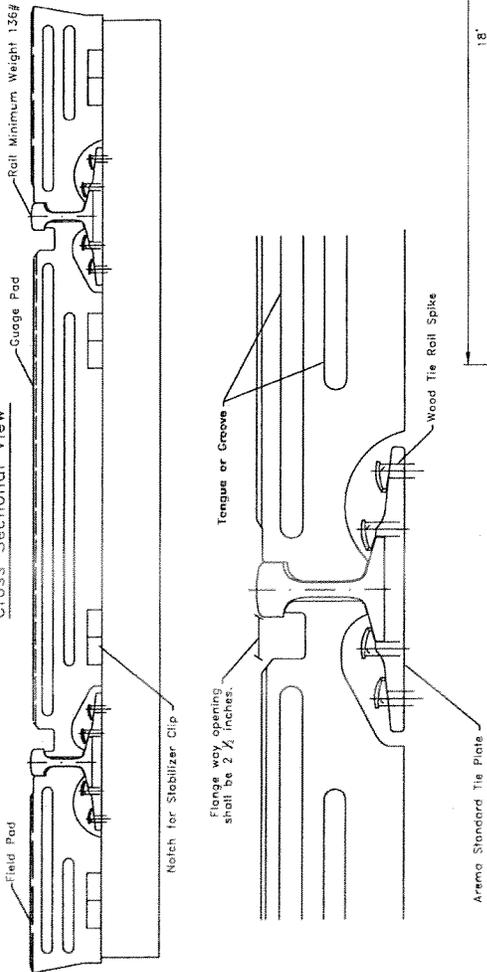
SANTA FE COUNTY

SANTA FE RAIL TRAIL
AT-GRADE PEDESTRIAN CROSSING
RAILWAY GENERAL NOTES

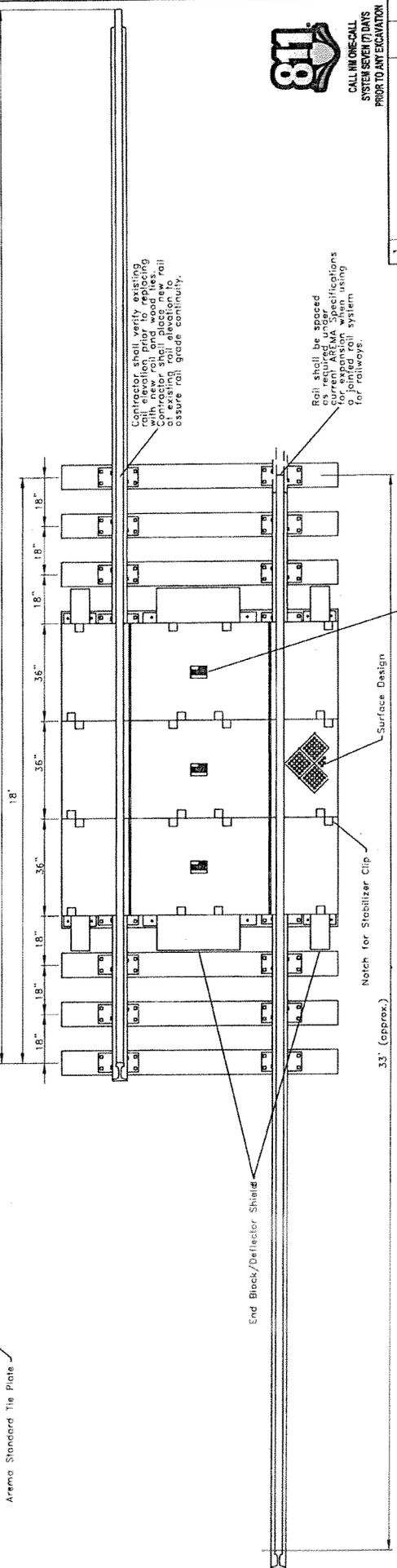


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| DESIGNED BY: | DRAWN BY: | CHECKED BY: |
| DATE: | DATE: | DATE: |

Cross Sectional View



33' (approx.)



Contractor shall verify existing rail elevation prior to replacing rail. Contractor shall place new rail at existing rail elevation to assure rail grade continuity.

Rail shall be spaced as required under conditions for expansion when using a jointed rail system for railways.

- Drain
 - Pedestrian
 - Highway Group
- or Equivalent as Approved by Santa Fe County Project Manager.

View from the Top



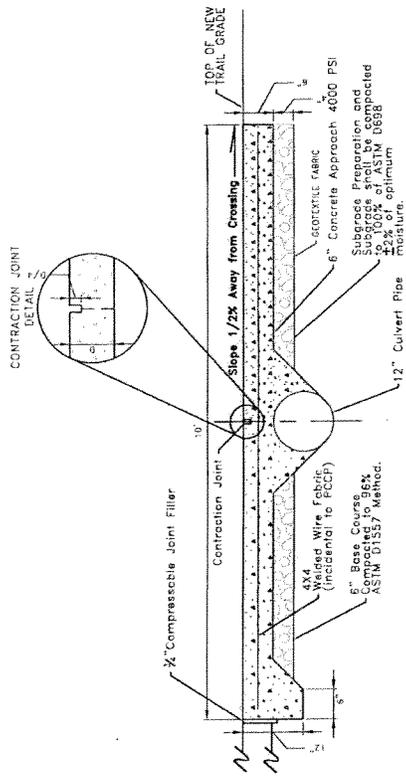
CALL 811 ONE-CALL SYSTEM SEVEN (7) DAYS PRIOR TO ANY EXCAVATION

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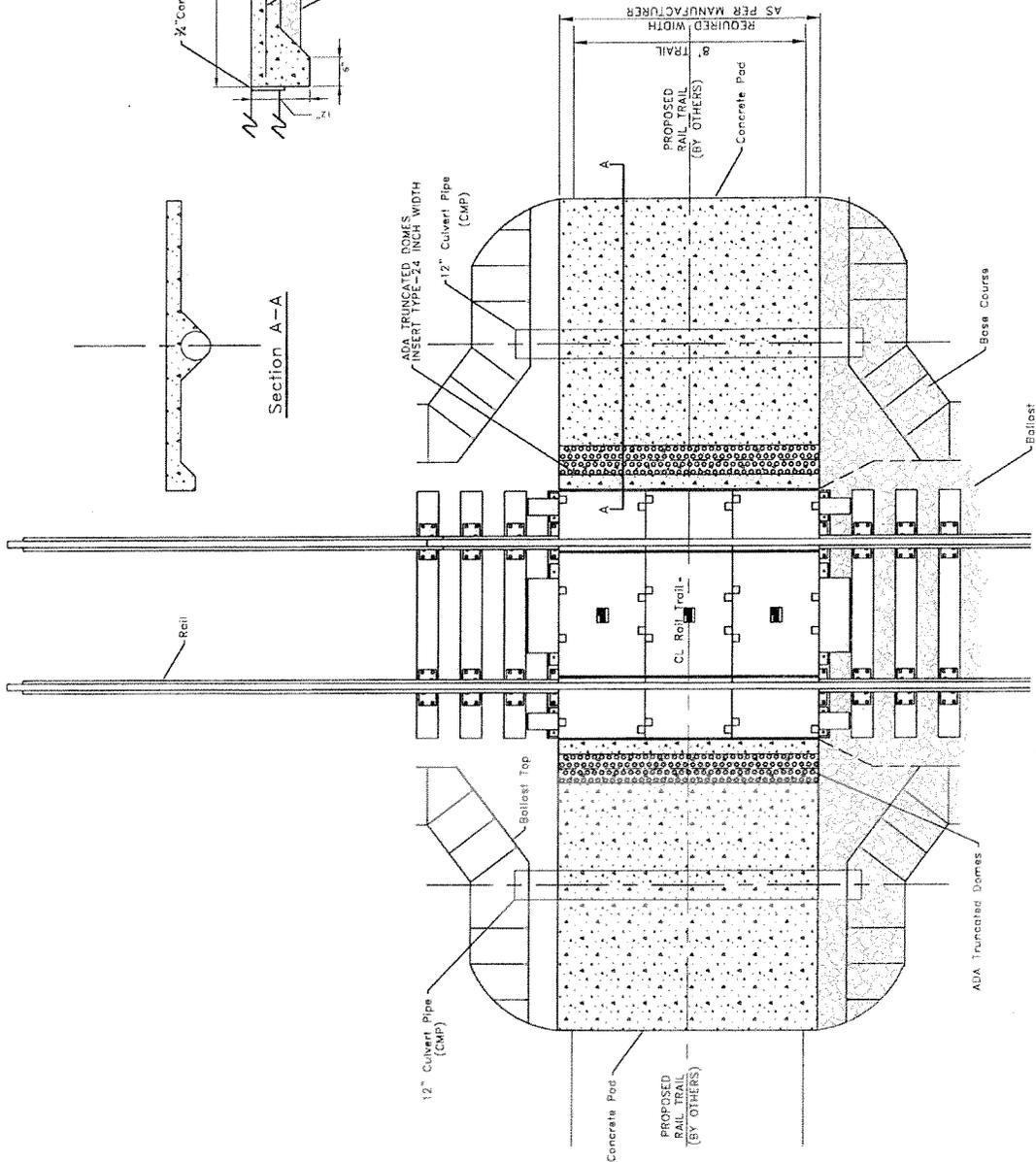
SANTA FE COUNTY
SANTA FE RAIL TRAIL
AT-GRADE PEDESTRIAN CROSSING
RUBBER SYSTEM / WOOD TIES



DESIGNED BY: _____ DATE: _____
DRAWN BY: _____ DATE: _____
CHECKED BY: _____ DATE: _____



Concrete Approach Detail
 NOTE: FOR CONTRACTION JOINT, SEAL THE JOINT AS REQUIRED IN SECTION 452. OF THE NBDOT STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION. THIS INFORMATION IS INCLUDED IN THE CONCRETE ITEM 430666.



Concrete Approach Plan View



CALL 811 ONE-CALL SYSTEM SEVEN (7) DAYS PRIOR TO ANY EXCAVATION

| NO. | DESCRIPTION (OR CHANGE NOTICE) | DATE | BY |
|-----|--------------------------------|------|----|
| 1 | | | |
| 2 | | | |
| 3 | | | |

SANTA FE COUNTY
 SANTA FE RAIL TRAIL
 AT-GRADE PEDESTRIAN CROSSING
 CONCRETE APPROACH SLAB



| | | |
|--------------|-----------|-------------|
| DESIGNED BY: | DRAWN BY: | CHECKED BY: |
| DATE: | DATE: | DATE: |

CONSTRUCTION ENGINEERING & LUMP SUM ITEMS

| ITEM NO. | DESCRIPTION | UNIT OF MEASURE | QUANTITY |
|----------|--|-----------------|----------|
| 621000 | MOBILIZATION | L.S. | L.S. |
| 690001 | RAILWAY FLAGGING | ALLOW | ALLOW |
| 702810 | TRAFFIC CONTROL DEVICES FOR CONSTRUCTION | L.S. | L.S. |
| 801000 | CONSTRUCTION STAKING BY THE CONTRACTOR | L.S. | L.S. |

* RAILROAD INSURANCE IS TO BE INCLUDED IN THE COST OF RAILWAY FLAGGING.

ITEM NO. 690000 - TRAIL/RAILWAY INTERSECTION (RUBBER SYSTEM), LUMP SUM *

| ITEM DESCRIPTION | UNIT |
|--|------|
| BALLASTED TRACK CONSTRUCTION (10' WOOD TIES ON APPROACHES) | TF |
| RUBBER SYSTEM CROSSING SURFACE | TF |
| 3-4 TRACK BALLAST AGGREGATE | SY |
| STONE SCREENINGS AGGREGATE | SY |
| BASE COURSE AGGREGATE | SY |
| CLASS 2 FILTER FABRIC | SY |
| 2-NEW RAILS 33FT EACH, (CWR) #136 RE | LF |
| 100% TIE RENEWAL (8'-6" WOOD TIES AS REQUIRED FOR CLASS 2 TRACK STANDARDS) | TF |
| RUBBER FLANGWAY INSERTS | EA |
| RAIL FASTENER SYSTEM THROUGH THE GRADE CROSSING | EA |

UNITS: TF= TRACK FEET, SY= SQUARE YARD, LF= LINEAR FEET, EA= EACH
 * NOTE: CONTRACTOR SHALL SUBMIT ITEMIZED LIST OF UNIT COSTS TO PROJECT MANAGER AT PRE-CONSTRUCTION
 ** NOTE: BALLASTED TRACK CONSTRUCTION DOES NOT INCLUDE RAIL
 RAIL INSTALLATION IS ACCOUNTED FOR UNDER NEWRAIL.

REMOVAL OF STRUCTURES AND OBSTRUCTIONS ITEM No. 601000 (LUMP SUM)

| STATION | QUANTITY | DESCRIPTION |
|-----------------------------------|-------------------------------------|---|
| AT GRADE RAILWAY / TRAIL CROSSING | 2 AT 33 # EACH 30 EACH 2 EACH | OLD RAIL OLD WOOD TIES (ESTIMATED) OTHER MISCELLANEOUS SIGNS (BEING REPLACED WITH NEW SIGNS) |

SURFACING SCHEDULE

| LOCATION | DESCRIPTION | ITEMING | | SUBGRADE PREPARATION | | BASE COURSE - 6" | | CONCRETE PAVEMENT- 6" | | GEOTEXTILE CLASS 2 | |
|-----------------------------------|--------------------|------------------|---------|----------------------|---------|------------------|------------|-----------------------|-----------------|--------------------|---------|
| | | AVG. LENGTH (FT) | SQ. YD. | AVG. WIDTH (FT) | SQ. YD. | AVG. WIDTH (FT) | DEPTH (IN) | SQ. YD. | AVG. WIDTH (FT) | DEPTH (IN) | SQ. YD. |
| AT GRADE RAILWAY / TRAIL CROSSING | CONCRETE APPROACH | 10.00 | 11.11 | 10.00 | 11.11 | 10.00 | 4.00 | 11.11 | 10.00 | 6.00 | 11.11 |
| AT GRADE RAILWAY / TRAIL CROSSING | CONCRETE DEPARTURE | 10.00 | 11.11 | 10.00 | 11.11 | 10.00 | 4.00 | 11.11 | 10.00 | 6.00 | 11.11 |
| PROJECT TOTAL | | | 22.22 | | 22.22 | | 22.22 | | 22.22 | | 22.22 |
| USE | | | 30 | | 30 | | 30 | | 30 | | 30 |



CALL AN 811 ONE-CALL SYSTEM SEVEN (7) DAYS PRIOR TO ANY EXCAVATION

| NO. | DESCRIPTION | DATE | BY |
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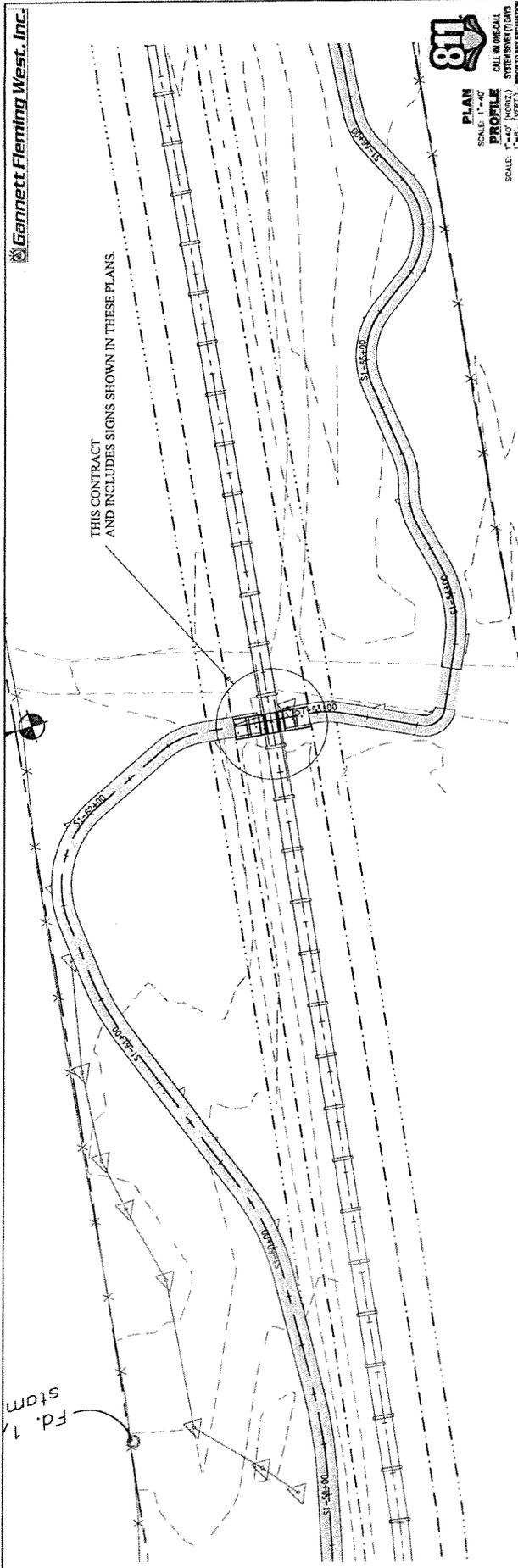
SANTA FE COUNTY

SANTA FE RAIL TRAIL
 AT-GRADE PEDESTRAIN CROSSING
 MISCELLANEOUS QUANTITIES



DESIGNED BY: _____ DATE: _____
 DRAWN BY: _____ DATE: _____
 CHECKED BY: _____ DATE: _____

THIS CONTRACT AND INCLUDES SIGNS SHOWN IN THESE PLANS.

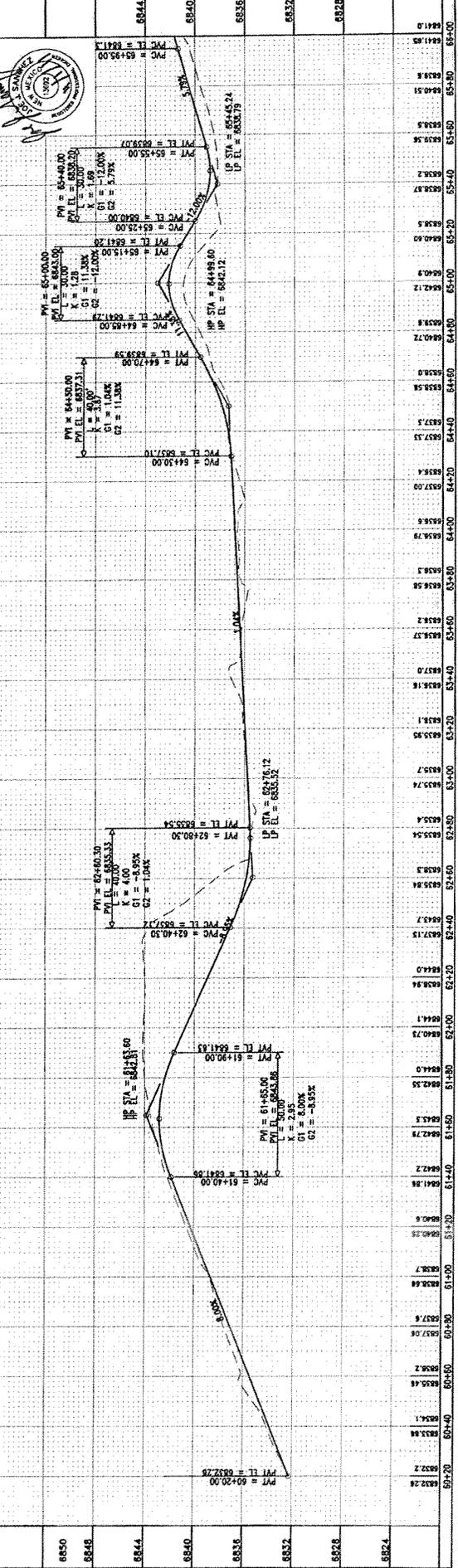


PLAN
SCALE: 1"=40'

PROFILE
SCALE: 1"=4' (VERT.)

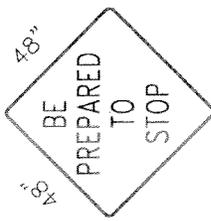
CALL FOR DETAILS
CONSTRUCTION METHODS
AND MATERIALS

**SANTA FE RAIL TRAIL
PEDESTRIAN CROSSING
PLAN AND PROFILE**



| Station | Elevation |
|---------|-----------|
| 6020.00 | 6022.28 |
| 6030.00 | 6022.28 |
| 6040.00 | 6022.28 |
| 6050.00 | 6022.28 |
| 6060.00 | 6022.28 |
| 6070.00 | 6022.28 |
| 6080.00 | 6022.28 |
| 6090.00 | 6022.28 |
| 6100.00 | 6022.28 |
| 6110.00 | 6022.28 |
| 6120.00 | 6022.28 |
| 6130.00 | 6022.28 |
| 6140.00 | 6022.28 |
| 6150.00 | 6022.28 |
| 6160.00 | 6022.28 |
| 6170.00 | 6022.28 |
| 6180.00 | 6022.28 |
| 6190.00 | 6022.28 |
| 6200.00 | 6022.28 |
| 6210.00 | 6022.28 |
| 6220.00 | 6022.28 |
| 6230.00 | 6022.28 |
| 6240.00 | 6022.28 |
| 6250.00 | 6022.28 |
| 6260.00 | 6022.28 |
| 6270.00 | 6022.28 |
| 6280.00 | 6022.28 |
| 6290.00 | 6022.28 |
| 6300.00 | 6022.28 |
| 6310.00 | 6022.28 |
| 6320.00 | 6022.28 |
| 6330.00 | 6022.28 |
| 6340.00 | 6022.28 |
| 6350.00 | 6022.28 |
| 6360.00 | 6022.28 |
| 6370.00 | 6022.28 |
| 6380.00 | 6022.28 |
| 6390.00 | 6022.28 |
| 6400.00 | 6022.28 |
| 6410.00 | 6022.28 |
| 6420.00 | 6022.28 |
| 6430.00 | 6022.28 |
| 6440.00 | 6022.28 |
| 6450.00 | 6022.28 |
| 6460.00 | 6022.28 |
| 6470.00 | 6022.28 |
| 6480.00 | 6022.28 |
| 6490.00 | 6022.28 |
| 6500.00 | 6022.28 |
| 6510.00 | 6022.28 |
| 6520.00 | 6022.28 |
| 6530.00 | 6022.28 |
| 6540.00 | 6022.28 |
| 6550.00 | 6022.28 |
| 6560.00 | 6022.28 |
| 6570.00 | 6022.28 |
| 6580.00 | 6022.28 |
| 6590.00 | 6022.28 |
| 6600.00 | 6022.28 |
| 6610.00 | 6022.28 |
| 6620.00 | 6022.28 |
| 6630.00 | 6022.28 |
| 6640.00 | 6022.28 |
| 6650.00 | 6022.28 |

SIGN FACE DETAILS *
 FOR CONSTRUCTION/MAINTENANCE
 ALL SIGNS ARE BLACK ON ORANGE
 UNLESS OTHERWISE NOTED.

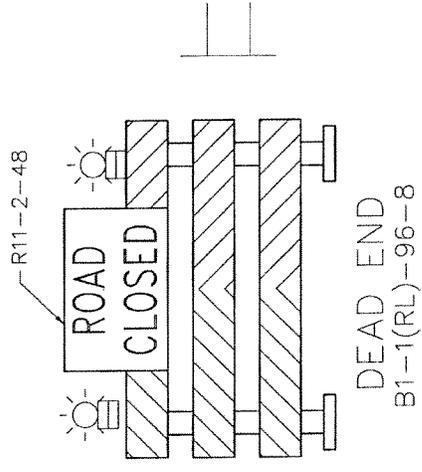


W23-4-48



W20-7a-48

8 FT. TYPE III BARRICADE



CALL 811 ONE-CALL
 SYSTEM SEVEN (7) DAYS
 PRIOR TO ANY EXCAVATION

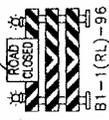
| NO. | DESCRIPTION | DATE | BY |
|-----|-------------|------|----|
| 3 | | | |
| 2 | | | |
| 1 | | | |

SANTA FE COUNTY
 SANTA FE RAIL TRAIL
 AT-GRADE PEDESTRIAN CROSSING
 TRAFFIC CONTROL PLAN
 SIGN FACE DETAILS



| | |
|--------------|-------------|
| DESIGNED BY: | CHECKED BY: |
| DATE: | DATE: |

R11-2-48



W23-4-48

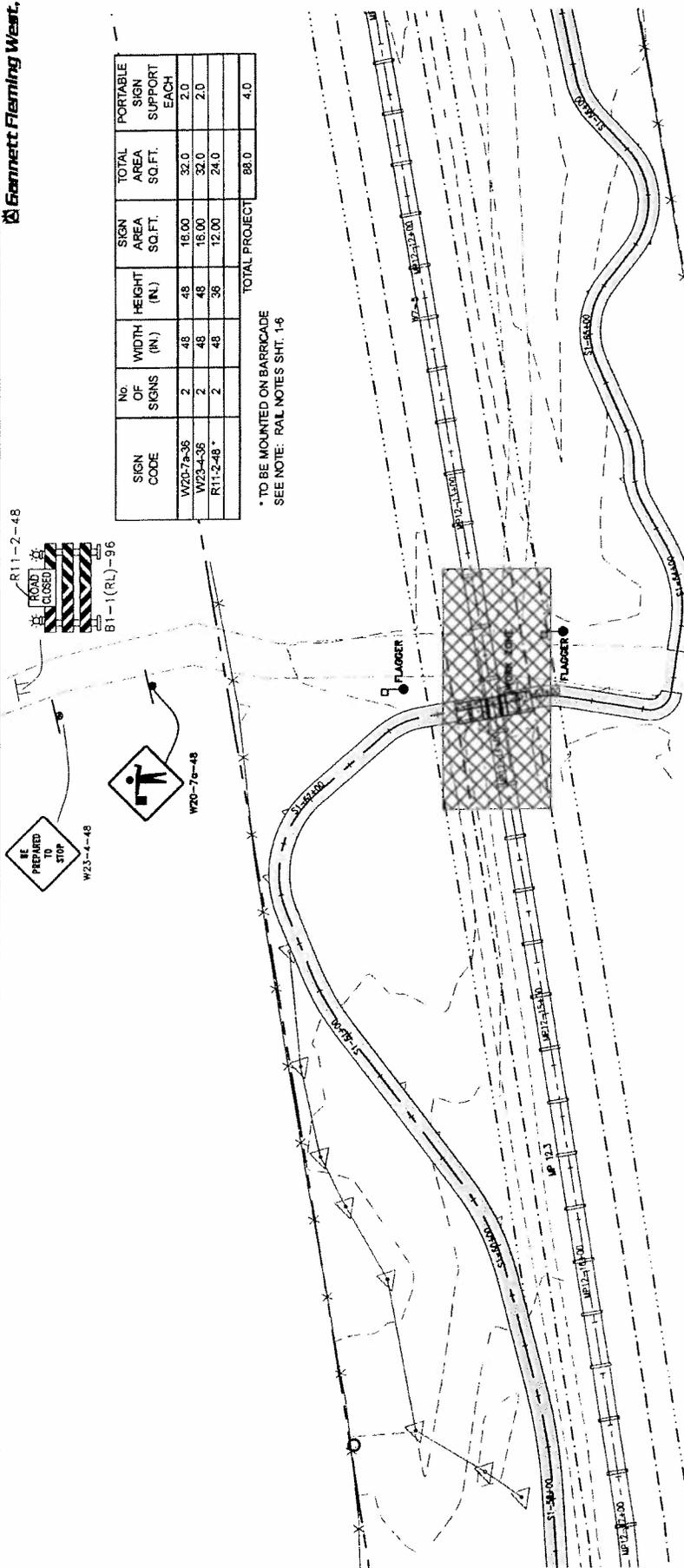


B1-1(RL)-96



| SIGN CODE | No. OF SIGNS | WIDTH (IN.) | HEIGHT (IN.) | SIGN AREA SQ.FT. | TOTAL AREA SQ.FT. | PORTABLE SIGN SUPPORT EACH |
|---------------|--------------|-------------|--------------|------------------|-------------------|----------------------------|
| W20-7a-48 | 2 | 48 | 48 | 18.00 | 32.00 | 2.0 |
| W23-4-48 | 2 | 48 | 48 | 16.00 | 32.00 | 2.0 |
| R11-2-48 | 2 | 48 | 36 | 12.00 | 24.00 | |
| TOTAL PROJECT | | | | | 88.0 | 4.0 |

* TO BE MOUNTED ON BARRICADE
SEE NOTE: RAIL NOTES SHT. 1-6

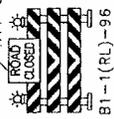


ITEM 702810 - TRAFFIC CONTROL DEVICES FOR CONSTRUCTION (L.S.)

| DESCRIPTION | UNITS | PROJECT QUANTITY | REMARKS |
|-----------------------|--------|------------------|---------|
| CONSTRUCTION SIGNING | SQ.FT. | 88 | |
| PORTABLE SIGN SUPPORT | EACH | 4 | |
| BARRICADE, TYPE III-B | EACH | 2 | |



R11-2-48



B1-1(RL)-96



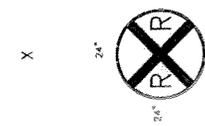
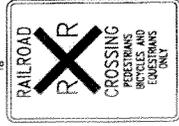
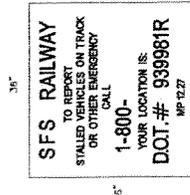
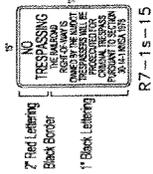
CALL 811 ONE-CALL
SYSTEM SEVEN (7) DAYS
PRIOR TO ANY EXCAVATION

| NO. | DESCRIPTION (OR CHANGE NOTICE) | DATE | BY |
|-----|--------------------------------|------|----|
| 3 | | | |
| 2 | | | |
| 1 | | | |

SANTA FE COUNTY
SANTA FE RAIL TRAIL
AT-GRADE PEDESTRIAN CROSSING
CONSTRUCTION SIGNING



DESIGNED BY: [Name] DATE: [Date]
CHECKED BY: [Name] DATE: [Date]



PERMANENT SIGNING NOTES

1. REFLECTIVITY: ALL SIGNS, UNLESS OTHERWISE SPECIFIED, SHALL HAVE A REFLECTIVITY III SHEETING FOR THE LEGEND, BORDER AND BACKGROUND. ONLY ALUMINUM PANEL SIGNS ARE PERMITTED. ALL WARNING SIGNS SHALL HAVE A REFLECTIVITY TYPE V I LB SHEETING. ALL EXTRUDED PANEL SIGNS SHALL HAVE TYPE III SHEETING BACKGROUNDS WITH TYPE V I LB LEGENDS, BORDERS, AND NUMBERS.
2. ACTUAL QUANTITIES: QUANTITIES MAY VARY AS FIELD CONDITIONS DICTATE. THE CONTRACTOR WILL BE PAID FOR ACTUAL QUANTITIES USED.
3. TRAFFIC CONTROL DEVICES: ALL TRAFFIC CONTROL DEVICES SHALL COMPLY WITH NEW MEXICO DEPARTMENT OF TRANSPORTATION 2007 SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION AND ANY APPLICABLE SPECIAL PROVISIONS AND/OR SUPPLEMENTAL SPECIFICATIONS AND ALSO WITH THE CURRENT EDITION OF THE M.U.T.C.D. WITH REVISIONS.
4. SIGN LEGEND: EACH SIGN FACE SHOWN ON PLANS SHALL MEET THE SPECIFICATIONS IN THE STANDARD HIGHWAY SIGNS MANUAL (CURRENT EDITION) FOR THE PROPER ARRANGEMENT, SPACING OF LETTERS, LETTER HEIGHT, LETTER SERIES, SYMBOLS AND BORDERS FOR THE SPECIFIED SIZE AND MESSAGE AS SHOWN ON THE PLANS.
5. POST LENGTHS: POST LENGTHS ARE BASED ON A MINIMUM OF 5 FT. FOR RURAL SECTIONS TO A MINIMUM OF 7 FT. FOR URBAN SECTIONS. THE LENGTHS ARE MEASURED FROM THE BOTTOM OF THE SIGN TO THE NEAR EDGE OF THE DRIVING LANE.
6. LATERAL CLEARANCE OF SIGNS: THE LATERAL CLEARANCE OF SIGNS SHALL BE NO CLOSER THAN 6 FT. FROM THE EDGE OF SHOULDER OR 12 FT. FROM THE EDGE OF TRAVELED WAY FOR RURAL AREAS AND NO CLOSER THAN 2 FT. FROM FACE OF CURB FOR URBAN AREAS OR 4 FT. FOR TRAILS.
7. SIGNING HARDWARE: ALL SIGNING HARDWARE, INCLUDING BRACKETS (FOR MOUNTING ALL STREET NAME SIGNS, BACK TO BACK MOUNTING, ETC.) ARE CONSIDERED INCIDENTAL TO SIGN INSTALLATION AND NO MEASUREMENT OR PAYMENT WILL BE MADE.

PERMANENT SIGNING- ITEM 7010000 PANEL SIGNS / ITEM 7011000 STEEL POST AND BASE POST FOR ALUMINUM PANEL SIGNS

| SIGN CODE | No. OF SIGNS | WIDTH (IN.) | HEIGHT (IN.) | SIGN AREA SQ.FT. | TOTAL AREA SQ.FT. | POSTS** (FT.) | | | MOUNTING REQUIREMENTS SQUARE TUBING | | U-CHANNEL 4.00 LB/FT. | BASE POSTS No. | TOTAL |
|-------------------|--------------|-------------|--------------|------------------|-------------------|---------------|--------|-------|-------------------------------------|-------------|-----------------------|----------------|-------|
| | | | | | | LEFT | CENTER | RIGHT | 1.75"x1.75" | 2.00"x2.00" | | | |
| W14-24 | 2 | 24 | 24 | 4.00 | 8.0 | | 11 | 22.0 | | | X | 2 | 7 |
| W16-7P | 2 | 18 | 12 | 1.50 | 3.0 | | | | | | | | 7 |
| D11-1-24 | 2 | 24 | 18 | 3.00 | 6.0 | | 11 | 22.0 | | | | | 7 |
| W10-1 | 2 | 24 | 24 | 4.00 | 8.0 | | | | | | | | 7 |
| X | 2 | 18 | 30 | 3.75 | 7.5 | | 12 | 24.0 | | | | | 14 |
| SP-1 | 2 | 36 | 36 | 9.00 | 18.0 | | 12 | 48.0 | | | | | 7 |
| R1-1-24 | 2 | 24 | 24 | 4.00 | 8.0 | | 11 | 22.0 | | | | | 7 |
| R7-1s-15 | 2 | 15 | 18 | 1.88 | 3.8 | | 12 | 24.0 | | | | | 7 |
| R15-1 | | | | | 62.3 | | | 182 | | | | | 49 |
| PROJECT TOTAL USE | | | | | 353.0 | | | 182 | | | | | 49 |

* SIGN MOUNTED ON COMMON POST
 ** SIGN INFORMATION TO BE VERIFIED BY CONTRACTOR AND APPROVED BY PROJECT MANAGER.
 *** EXISTING SIGN AND SIGN POSTS TO REMAIN IN PLACE.

RETROREFLECTORIZED PREFORMED PATTERNED PAVEMENT STRIPE

| ITEM | 704762 | REMARKS |
|-------------|--|-------------------------------|
| LOCATION | RETROREFLECTORIZED PREFORMED PATTERNED PAVEMENT STRIPE-12" | |
| AT CROSSING | 10 | APPROACH STOP BAR AT CROSSING |
| AT CROSSING | 10 | APPROACH STOP BAR AT CROSSING |
| TOTAL USE | 20 | |

SIGN MOUNTED ON COMMON POST
 SIGN INFORMATION TO BE VERIFIED BY CONTRACTOR AND APPROVED BY PROJECT MANAGER.
 EXISTING SIGN AND SIGN POSTS TO REMAIN IN PLACE.



| NO. | DESCRIPTION | DATE | BY |
|-----|-------------|------|----|
| 3 | | | |
| 2 | | | |
| 1 | | | |

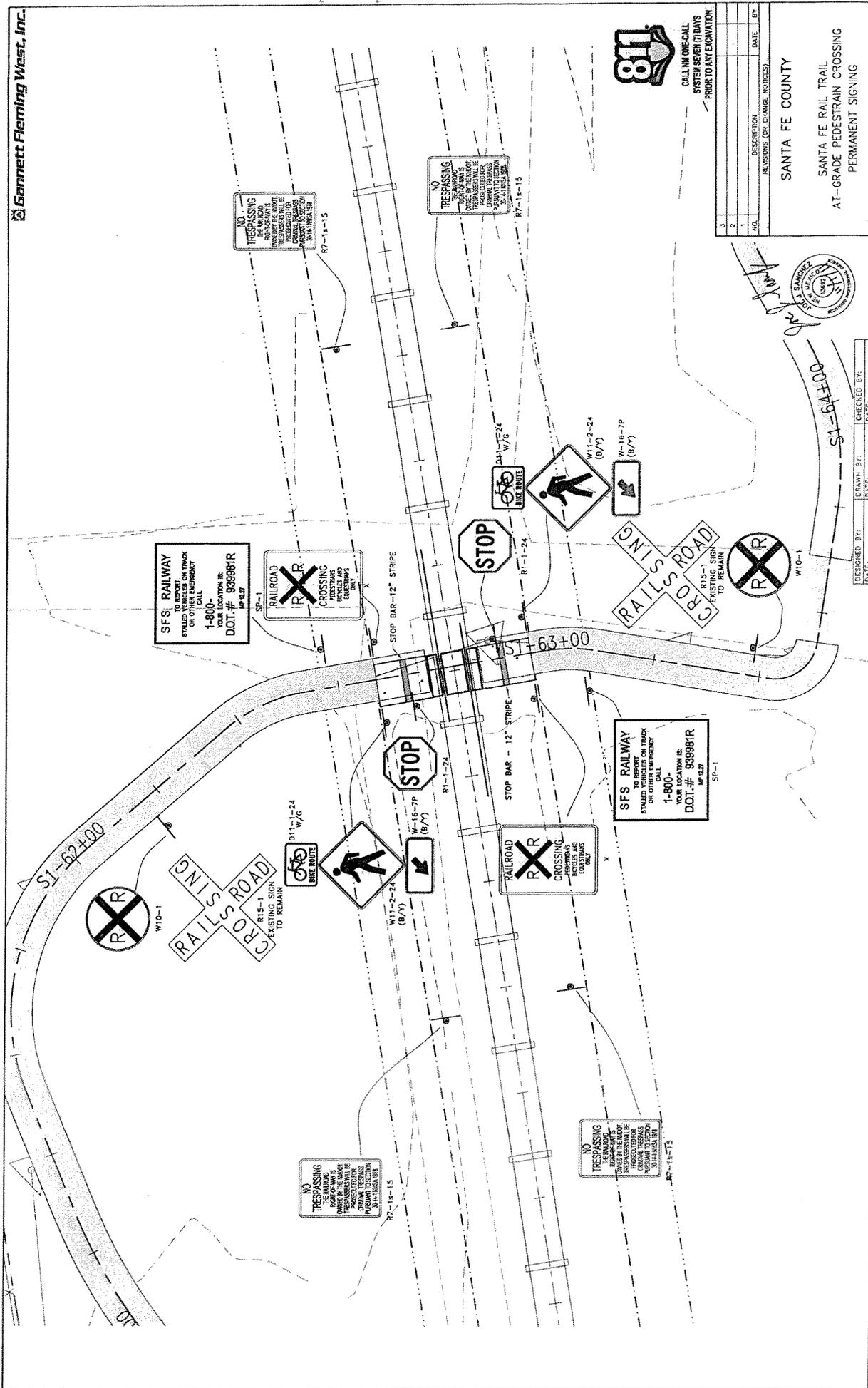
REVISIONS (OR CHANGE NOTICES)

SANTA FE COUNTY

SANTA FE RAIL TRAIL AT-GRADE PEDESTRAIN CROSSING PERMANENT SIGNING SIGN FACE DETAILS



DESIGNED BY: [Signature] DATE: []
 CHECKED BY: [] DATE: []



CALL 811 OR
SYSTEM WHEN IT RAINS
PRIOR TO AN EXCAVATION

| NO. | DESCRIPTION | DATE | BY |
|-----|-------------|------|----|
| 1 | | | |
| 2 | | | |
| 3 | | | |

SANTA FE COUNTY
SANTA FE RAIL TRAIL
AT-GRADE PEDESTRIAN CROSSING
PERMANENT SIGNING



DESIGNED BY: _____ DATE: _____
DRAWN BY: _____ DATE: _____
CHECKED BY: _____ DATE: _____