

Section 2. Detailed plans and specifications for the structure and approaches thereto, shall be prepared by INDOT and approved by the Federal Highway Administration. All plans and specifications affecting the interests of the Railway shall be subject to approval by the Chief Engineer of the Railway before work is started. No changes in the plans affecting the interests of either party hereto shall be made without the written consent of said party.

Section 3. The parties hereto shall construct or cause to be constructed in substantial accordance with the plans and specifications, the following items of work:

(a) Work by INDOT:

INDOT shall reconstruct the overhead bridge structure, approach fills, highway surfacing, highway drainage, including other drainage made necessary by the construction of the highway facilities.

(b) Work by the Railway:

The Railway shall perform, or cause to be performed such temporary and permanent alterations of communication lines, signal lines, signals, and other facilities on its operating right-of-way, and do such other work and furnish such services, as are required by the installation of the grade separation improvement, in accordance with the estimate of force account work marked **Exhibit 2**, attached hereto and made a part hereof. This work shall be performed by the Railway with its own forces on a force account basis. If the Railway is not equipped to perform any part of the work with its own forces, it may request the permission of INDOT to do the work by contract. After receiving written approval of the method of selection the Railway may proceed, subject to written concurrence by INDOT, to award a contract for the work. The provisions of **Section 10** of this agreement shall apply to any portion of the work, including engineering services, which the Railway may perform by the contract method. The Railway shall keep complete records of the cost of the above work to be performed by it and shall submit to INDOT on request such information as it may require concerning the cost and other details of the work. The Railway's accounts shall be kept in such manner that they may be readily audited and actual costs readily determined, and such accounts shall be available for audit by representatives of INDOT and Federal Highway Administration for a period of three years from the date final payment has been received by the Railway. Except as otherwise provided in this agreement, INDOT shall reimburse the Railway for the actual cost of the above work performed by it which is estimated to be **Sixty-five thousand one hundred thirty-four dollars and zero cents (\$65,134.00)**. In the event there are increases in the extent of the work or changes in the methods of performing the work, this amount may be increased by mutual agreement. The eligibility for reimbursement of costs of changes to the Railway's facilities and facilities jointly owned or used by the Railway and utility companies shall be determined in accordance with the regulations as set forth in the Federal-Aid Policy Guide 23 CFR, Part 140, Subpart I, Subchapter B, and 23 CFR, Part 646, Subpart B issued December 9, 1991, and subsequent amendments or supplements thereto, which are incorporated herein by reference. It is agreed that progress payments will be made by INDOT to the Railway for the total amount of work done as shown on monthly statements or when the amount due the Railway equals \$1,000.00 or more, said progress billing to be paid within thirty-five (35) days of receipt of the Railway progress billing. Upon receipt of the final bill, the Railway shall be reimbursed for such items of project work and project expense, in such amounts as are proper and eligible for payment and the project shall be submitted for final audit by INDOT. In the event final audit discloses that INDOT has reimbursed the Railway more than the amount due under the terms

of this agreement, the Railway shall promptly repay INDOT the amount overpaid it. Billings to INDOT shall clearly show whether they are partial or final claims. INDOT will reimburse the Railway for any items of work and expense performed by it at the written direction of INDOT, which are not eligible for reimbursement from Federal funds. The Railway shall not commence any of the work to be undertaken by it hereunder until notified in writing by INDOT to proceed, and said work by the Railway shall be commenced within thirty days after such notification to proceed. Buying and assembling of materials shall be construed as compliance with the foregoing thirty-day provision.

Section 4. On all contract construction operations involving direct interference with the Railway's tracks or traffic, the fouling of Railway operating clearances, or reasonable probability of accidental hazard to Railway traffic, INDOT shall require the Contractor to arrange for the necessary Railway personnel to protect such operations as required by the regular operating rules of the Railway as determined by the Chief Engineer of the Railway or his authorized representative, except in connection with the railway force account work as provided in Section 3b hereof. The Railway will be reimbursed for the actual cost of such protective services furnished by it, at project expense in accordance with the estimate of force account work, as set forth in Exhibit 2, attached hereto and made a part hereof. INDOT shall make final settlement with said Contractor contingent on a showing that the Railway has been reimbursed for any expenses which are for the sole benefit of the Contractor or that satisfactory arrangements have been made for such reimbursement. Any watchmen or flagmen necessary to protect or safeguard highway traffic shall be provided by INDOT at its own cost.

Section 5. All work herein provided to be done by INDOT on the Railway's operating right-of-way shall be done in a manner satisfactory to the Chief Engineer of the Railway or his authorized representative, and shall be performed at such times and in such manner as not to interfere unnecessarily with the movement of trains or traffic upon the tracks of the Railway. INDOT agrees to require the Contractor to use all reasonable care and precaution in order to avoid accidents, damage, or unnecessary delay or interference with the Railway's trains or other property.

Section 6. INDOT shall require the Contractor upon completion of the work of such Contractor to remove from within the limits of the Railway's operating right-of-way all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings of such Contractor, and to leave the operating right-of-way in a neat condition, satisfactory to the Chief Engineer of the Railway or his authorized representative.

Section 7. INDOT shall require its Contractor to take out, before work is commenced and to keep in effect until work is completed and accepted, a Railway Protective Public Liability Policy of Insurance in the name of the Railway, said policy to be in the form specified in the Federal-Aid Policy Guide 23 CFR, Part 646, Subpart B, issued December 9, 1991, and any subsequent amendments or supplements thereto, which are incorporated herein by reference. The policy of insurance specified in this section shall be with a company authorized to do business in the State of Indiana. Further, that the Contractor will certify that he has Contractor's Public Liability and Property Damage Insurance in the amounts indicated in the Contract Special Provisions.

Section 8. Upon completion of the project, INDOT shall at its own cost and expense maintain or by agreement with others provide for the maintenance of the bridge structure, approach grades and all other highway facilities including the drainage thereof, except that in the event of railway derailments, accidents, or collisions resulting in damage to the bridge structure INDOT shall make the repairs necessary to restore the structure substantially to its former condition, and the Railway agrees to reimburse INDOT for the cost of such repairs, if said derailments, accidents, or collisions are caused solely by the negligence of the Railway, its agents or servants. The Railway, at the expense of INDOT, will repair or replace or cause to be repaired or replaced the Railway's track, ties, ballast, communications and signal system, and roadbed which may be damaged or destroyed by accident or as a result of structure maintenance, or otherwise resulting from the sole negligence of INDOT, its agents or servants. The Railway shall at its own cost and expense maintain its own roadway and tracks and the drainage thereof.

Section 9. In the event that delays or difficulties arise in securing necessary approvals, or in acquiring necessary right-of-way, or in settling damages or damage claims, or for other reasons, which in the opinion of INDOT render it impracticable to utilize funds from current appropriation for the construction of the project, then at any time before actual construction is started by INDOT or its Contractor pursuant to proper approval or authority, INDOT may serve formal notice of cancellation upon the Railway and this agreement shall thereupon become null and void. INDOT shall reimburse the Railway for all costs incurred by it at the written request of INDOT on account of the project prior to cancellation.

Section 10. Non-Discrimination

- A. Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act ("ADA"), the Railway covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, or status as a veteran or any other characteristic protected by federal, state or local law ("Protected Characteristics"). The Railway certifies compliance with applicable federal laws, regulations and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this covenant may be regarded as a material breach of this Agreement, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Railway or any subcontractor.
- B. INDOT is a recipient of federal funds, and therefore, INDOT requires full compliance with all rules, regulations and statutes concerning nondiscrimination requirements and applications. Breach of this section may be regarded as a material breach of this Agreement.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational

Rehabilitation Act and all related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's nondiscrimination enforcement is broader than the language of Title VI and encompasses other State and Federal protections).

C. During the performance of this Agreement, the Railway, for itself, its assignees, and successors in interest (hereinafter referred to as the "Railway") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:

1. Compliance with Regulations: The Railway shall comply with the regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
2. Nondiscrimination: The Railway, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Railway shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Railway for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Railway of the Railway's obligations under this Agreement, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, religion, disability, ancestry, or status as a veteran.
4. Information and Reports: The Railway shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by INDOT and the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Railway is in the exclusive possession of another who fails or refuses to furnish this information, the Railway shall so certify to INDOT or the Federal Highway Administration as appropriate and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Railway's noncompliance with the nondiscrimination provisions of this Agreement, INDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the Railway under the Agreement until the Railway complies, and/or (b) cancellation, termination or suspension of the Agreement, in whole or in part.
6. Incorporation of Provisions: The Railway shall include the provisions of paragraphs 1. through 5. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The Railway shall take such action with respect to any subcontract or procurement as INDOT or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the Railway becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Railway may request INDOT to enter into such litigation to protect the interests of INDOT, and, in addition, the Railway may request the United States of America to enter into such litigation to protect the interests of the United States of America.

Section 11. This project does not eliminate an existing grade crossing with active warning devices; so in accordance with the Federal-Aid Policy Guide 23 CFR, Section 646.210, issued December 9, 1991, and subsequent amendments or supplements thereto, there shall be no required railway share of the project cost.

Section 12. It is understood that the project herein contemplated is to be financed with the aid of funds appropriated by the Federal Government and expended under Federal regulations; that all plans, estimates of cost, specifications, awards of contracts, acceptance of work, and procedures in general are subject at all times to all Federal laws, rules, regulations, orders, and approvals applying to it, as a Federal project.

Section 13. Buy America Certification:

- a. Steel, iron, manufactured products, and construction materials used in the Project are subject to section 70914 of BABA Act and Budget Memo M-22-11, as implemented by covered agencies of [*the Department of Transportation administration, e.g., FTA, FRA, or FHWA etc.*].
- b. Construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, 135 Stat. 429, 1298 (2021), as implemented by the Office of Management and Budget per Budget Memo M-22-11 and [*the respective Department of Transportation administration*]. The Recipient acknowledges

that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

Section 14. This agreement shall be constructed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

Section 15. INDOT agrees that the work performed under this agreement shall in no manner encumber the Railway's existing rights in the continuous use of or the future conveyance of the Railway's property.

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This Agreement shall be binding upon the parties hereto, and their successors or assigns.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their proper officers thereunto duly authorized.

CSX Transportation, Inc.

By: *BW ah*

Bradley W. Armstrong
Project Manager - Public Projects

Date 2/26/26

The State of Indiana

By the Indiana Department of Transportation

By: *Samantha Anderson* 03/25/2026

Samantha Anderson
Statewide Director of Utilities and Railroads
Capital Program Management
For: Lyndsay Quist, Commissioner

Date

APPROVED AS TO LEGALITY AND FORM:

_____(for)
Theodore E. Rokita, Attorney General of Indiana

Date Approved _____

NOTE: FOR TRAFFIC DATA, SEE SHEET NO. 2

[illegible]

^{***} Indicates Lead DES NO.

* Re-Established from Original Plans

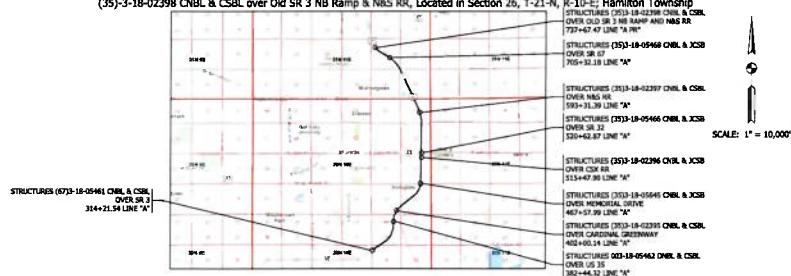
ROUTE: SR 67, SR 3, US 35 AT: RP VARIES
PROJECT NO. 2001991 P.E.

NO ADDITIONAL RIGHT-OF-WAY
REQUIRED FOR THIS PROJECT

R/W

2001991 CONST.

(673)-18-05461 CNBL & CSL, over SR 3, Located in Section 34, T-20-N, R-10-E; Monroe Township
003-18-05462 DNBL & CSL, over US 35, Located in Section 26, T-20-N, R-10-E; Center Township
(353)-18-02395 CNBL & CSL, over Cardinal Greenway, Located in Section 23, T-20-N, R-10-E; Center Township
(353)-18-05645 CNBL & JC8B over Memorial Drive, Located in Section 13, T-20-N, R-10-E; Center Township
(353)-18-02396 CNBL & JC8B over CSX RR, Located in Section 13, T-20-N, R-10-E; Center Township
(353)-18-05466 CNBL & JC8B over SR 32, Located in Section 12, T-20-N, R-10-E; Center Township
(353)-18-02397 CNBL & JC8B over I-85, Located in Section 12, T-20-N, R-10-E; Center Township
(353)-18-05468 CNBL & JC8B over SR 37, Located in Section 25, T-20-N, R-10-E; Hamilton Township
(763)-18-07399 CNBL & CSU, over Old SR 1 W&B Rwy, & I-85 RR, Located in Section 26, T-20-N, R-10-E; Hamilton Township



PROJECT LOCATION SHOWN BY —
DELAWARE COUNTY

LATITUDE:	VARIES	LONGITUDE:	VARIES
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BRIDGE LENGTH:	VARIES	MI.
ROADWAY LENGTH:	VARIES	MI.
TOTAL LENGTH:	VARIES	MI.
MAX. GRADE:	VARIES	%

SCALE: 1" = 10,000'

INDIANA DEPARTMENT OF TRANSPORTATION
STANDARD SPECIFICATIONS DATED 2024
TO BE USED WITH THESE PLANS

Kimley»Horn

Kimley-Horn & Associates, Inc.
500 E. 96th Street, Suite 300
Indianapolis, IN 46240
(317) 218-9560

PLANS
PREPARED BY: KIMLEY-HORN & ASSOCIATES

CONTINUED ON

APPROVED FOR LETTING:

INDIANA DEPARTMENT OF TRANSPORTATION

BRIDGE FILE
VARIABLE
DESIGNATION
2001.991
SHEETS
1 of 108
PROJECT
2001.991

Exhibit 2

Page 1 of 1

ACCT. CODE : 709 - IN1228

Form Revision
20250924-A

ESTIMATE SUBJECT TO REVISION AFTER: 11/20/2026		DOT NO.: 538891J
CITY: Muncie	COUNTY: Delaware	STATE: IN
DESCRIPTION: Bridge Rehabilitation - US 35 Southbound over CSX		
DIVISION: Great Lakes	SUB-DIV: Indianapolis Line	MILE POST: QI-226.96
AGENCY PROJECT NUMBER: DES 2100854; Contract B-43492		

PRELIMINARY ENGINEERING:

Contracted & Administrative Engineering Services	\$ 10,000
Subtotal	\$ 10,000

CONSTRUCTION ENGINEERING/INSPECTION:

Contracted & Administrative Engineering Services	\$ 25,000
Subtotal	\$ 25,000

FLAGGING SERVICE: (Contract/CSX Labor)

Engineering Labor (Foreman/Inspector/Flagman)	10	Days @	\$ 700.00	\$ 7,000
Additive	245.90%	(Engineering Department)		\$ 17,213
Subtotal				\$ 24,213

SIGNAL & COMMUNICATIONS WORK:

\$ -

TRACK WORK:

\$ -

CONTRACT WORK:

\$ -

PROJECT SUBTOTAL:

\$ 59,213

CONTINGENCIES: 10.00%

\$ 5,921

PROJECT TOTAL:

\$ 65,134

CURRENT AUTHORIZED BUDGET:

\$ -

TOTAL SUPPLEMENT REQUESTED:

\$ 65,134

DIVISION OF COST:

Agency	100.00%	\$ 65,134
Railroad	0.00%	\$ -
		\$ 65,134

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Director - CSXT Public Projects, Jacksonville, Florida

Estimated prepared by: Benesch

Approved by: BWA

CSXT Public Project Group

DATE: 11/17/25

REVISED:

DATE: 11/20/25