

FOR CONTRACT NO.: 03-0F2304

INFORMATION HANDOUT

RAILROAD RELATIONS AND INSURANCE REQUIREMENTS

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

EXHIBIT "B"

SACRAMENTO REGIONAL TRANSIT DISTRICT (RT)

ROUTE: 03-SAC-50-L1.3/L2.2

EXHIBIT "A"

RAILROAD RELATIONS AND INSURANCE REQUIREMENTS

1.01 GENERAL

The term "Railroad" shall mean the **Union Pacific Railroad Company**.

It is expected that the Railroad will cooperate with the Contractor to the end that the work may be handled in an efficient manner. However, except for the additional compensation provided for hereinafter for delays in completion of specific unit of work to be performed by the Railroad, and except as provided in Public Contracts Code Section 7102, the Contractor shall have no claim for damages, extension of time, or extra compensation in the event his work is held up by railroad train operations or other work performed by the Railroad.

The Contractor must understand the Contractor's right to enter the Railroad's property is subject to the absolute right of the Railroad to cause the Contractor's work on the Railroad's property to cease if, in the opinion of the Railroad, the Contractor's activities create a hazard to the Railroad's property, employees, and operations.

The Contractor acknowledges its receipt from the State of a copy of the Contractor's Right of Entry Agreement that has been executed by the Railroad and the State. The Contractor agrees to execute and deliver to the Railroad the Contractor's Endorsement that is attached hereto as Appendix 1 and to provide to the State and/or the Railroad all insurance policies, binders, certificates or endorsements that are set forth in Exhibit B of the Contractor's Right of Entry Agreement.

1.02 RAILROAD REQUIREMENTS

The Contractor shall provide to Mr. Jim H. Smith, Manager, Industry and Public Projects, 9451 Atkins Street, Roseville, CA 95747. Telephone (916) 789-5152, and the Engineer, in writing, the advance notice requirements set forth in Section 1 of Exhibit A of the Right of Entry Agreement before performing any work on, or adjacent to the property or tracks of the Railroad.

The Contractor shall cooperate with the Railroad where work is over or under the tracks, or within the limits of the Railroad property to expedite the work and avoid interference with the operation of railroad equipment.

The Contractor shall comply with the rules and regulations of the Railroad or the instructions of its representatives in relation to protecting the tracks and property of the Railroad and the traffic moving on such tracks, as well as the wires, signals and other property of the Railroad, its tenants or licensees, at and in the vicinity of the work during the period of construction. The responsibility of the Contractor for safe conduct and adequate policing and supervision of its work at the job site shall not be lessened or otherwise affected by the presence at the work site of

the Railroad representatives, or by the Contractor's compliance with any requests or recommendations made by the Railroad representatives.

The Contractor shall perform work so as not to endanger or interfere with the safe operation of the tracks and property of the Railroad and traffic moving on such tracks, as well as wires, signals and other property of the Railroad, its tenants or licensees, at or in the vicinity of the work.

The Contractor shall take protective measures to keep the Railroad facilities, including track ballast, free of sand or debris resulting from his operations. Damage to the Railroad facilities resulting from the Contractor's operations will be repaired or replaced by the Railroad and the cost of such repairs or replacement shall be deducted from the Contractor's progress and final pay estimates.

The Contractor shall contact the Railroad's "Call Before You Dig" at least forty-eight (48) hours prior to commencing work, at 1-800-336-9193 during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays – also a 24-hour, 7-day number for emergency calls) to determine location of fiber optics. If a telecommunications system is buried anywhere on or near the Railroad property, the Contractor will coordinate with the Railroad and the Telecommunication Company(ies) to arrange for relocation or other protection of the system prior to beginning any work on or near Railroad property.

The Contractor shall not pile or store any materials nor park any equipment closer than 25'-0" to the centerline of the nearest track, unless directed by the Railroad's representative.

The Contractor shall also abide by the following temporary clearances during the course of construction:

- 3.66 meter (12'-0") horizontally from centerline of track
- 6.40 meter (21'-0") vertically above top of rail

The temporary vertical construction clearance above provided will not be permitted until authorized by the Public Utilities Commission. It is anticipated that authorization will be received not later than fifteen (15) days after the approval of the contract by the Attorney General. In the event authorization is not received by the time specified, and, if in the opinion of the Engineer, the Contractor's operations are delayed or interfered with by reason of authorization not being received by the said time, the Licensee will compensate the Contractor for such delay to the extent provided in Section 8-1.07, " Delays," of the Standard Specifications and not otherwise.

Walkways with railing shall be constructed by the Contractor over open excavation areas when in close proximity of tracks, and railings shall not be closer than 2.60-meter (8'-6") horizontally from centerline of the nearest track, if tangent, or 2.90-meter (9'-6") if curved.

Infringement on the above temporary construction clearances by the Contractor's operations shall be submitted to the Railroad by the Engineer, and shall not be undertaken until approved by the Railroad, and until the Engineer has obtained any necessary authorization from any governmental body or bodies having jurisdiction thereover. No extension of time or extra compensation will be allowed in the event the Contractor's work is delayed pending Railroad approval and governmental authorization.

When the temporary vertical clearance is less than 6.86-meter (22'-6") above top of rail, the Railroad shall have the option of installing tell-tales or other protective devices the Railroad deems necessary for protection of the Railroad trainmen or rail traffic.

Four (4) sets of plans, in 279mm x 432mm (11" x 17") format, and two (2) sets of calculations showing details of construction affecting the Railroad's tracks and property not included in the contract plans, including but not limited to shoring and falsework, shall be submitted to the Engineer for review prior to submittal to the Railroad for final approval. Falsework shall comply with the Railroad guidelines. Demolition of existing structures shall comply with the Railroad guidelines. Shoring shall be designed in accordance with the Railroad's shoring requirement of Drawing No. 106613 and guidelines for shoring and falsework, latest edition, issued by the Railroad's Office of Chief Engineer. Shoring and falsework plans and calculations shall be prepared and signed by a professional engineer registered in California. This work shall not be undertaken until such time as the Railroad has given such approval, review by the Railroad may take up to six (6) weeks after receipt of necessary information.

The Contractor shall notify the Engineer in writing, at least twenty-five (25) calendar days but not more than forty (40) days in advance of the starting date of installing temporary work with less than permanent clearance at each structure site. The Contractor shall not be permitted to proceed with work across railroad tracks until this requirement has been met. No extension of time or extra compensation will be allowed if the Contractor's work is delayed due to failure to comply with the requirements in this paragraph.

Blasting will be permitted only when approved by the Railroad.

The Contractor shall, upon completion of the work covered by this Contract to be performed by the Contractor upon the premises or over or beneath the tracks of the Railroad, promptly remove from the premises of the Railroad, the Contractor's tools, implements and other materials, whether brought upon said premises and cause said premises to be left in a clean and presentable condition.

Under track pipeline installations shall be constructed in accordance with the Railroad's current standards which may be obtained from the Railroad. The general guidelines are as follows:

Edges of jacking or boring pit excavations shall be a minimum of 6.10-meter (20 feet) from the centerline of the nearest track.

If the pipe to be installed under the track is 100mm (4 inches) in diameter or less, the top of the pipe shall be at least 42 inches below base of rail.

If the pipe diameter is greater than 100mm (4 inches) in diameter, it shall be encased and the top of the steel pipe casing shall be at least 1.60-meter (66 inches) below base of rail.

Installation of pipe or conduit under the Railroad's tracks shall be done by dry bore and jack method.

Hydraulic jacking or boring will not be permitted.

Safety of personnel, property, rail operations and the public is of paramount importance. As reinforcement and in furtherance of overall safety measures to be observed by the Contractor (and not by way of limitation), the following special safety rules shall be followed:

- (a) The Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job. The Contractor shall have proper first aid supplies available on the job site so that prompt first aid services can be provided to any person that may be injured on the job site. The Contractor shall promptly notify the Railroad of any U.S. Occupational Safety and Health Administration reportable injuries occurring to any person that may arise during the work performed on the job site. The Contractor shall have a non-delegable duty to control its employees while they are on the job site or any other property of the Railroad to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug, narcotic or other substance that may inhibit the safe performance of work by the employee.
- (b) The employees of the Contractor shall be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing or free use of their hands or feet. Only waist length shirts with sleeves and trousers that cover the entire leg are to be worn. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching. The employees should wear sturdy and protective work boots and at least the following protective equipment:
 - (1) Protective head gear that meets American National Standard-Z89.1-latest revision. It is suggested that all hardhats be affixed with the Contractor's or the subcontractor's company logo or name.
 - (2) Eye protection that meets American National Standard for occupational and educational eye and face protection, Z87.1-latest revision. Additional eye protection must be provided to meet specific job situations such as

welding, grinding, burning, etc.; and

- (3) Hearing protection which affords enough attenuation to give protection from noise levels that will be occurring on the job site.
- (c) All heavy equipment provided or leased by the Contractor shall be equipped with audible back-up warning devices. If in the opinion of the Railroad Representative any of the Contractor's or the subcontractor's equipment is unsafe for use on the Railroad's right-of-way, the Contractor, at the request of the Railroad representative, shall remove such equipment from the Railroad's right-of-way.

1.03 PROTECTION OF RAILROAD FACILITIES

Upon the advance notification provided to the Railroad as set forth in Section 1 of Exhibit A of the Contractor's Right of Entry Agreement, the Railroad representatives, conductors, flagmen or watchmen will be provided by the Railroad to protect its facilities, property and movements of its trains or engines. Notice shall be made to Frank Beard of Railroad at (909) 374-0375. At the time of notification, the Contractor shall provide the Railroad with a schedule of dates that flagging services will be needed, as well as times, if outside normal working hours. Subsequent deviation from the schedule shall require ten (10) working days' advance notice from the first affected date. The Railroad will furnish such personnel or other protective devices:

- (a) When equipment is standing or being operated within 25 feet, measured horizontally, from centerline of any track on which trains may operate, or when any erection or construction activities are in progress within such limits, regardless of elevation above or below track.
- (b) For any excavation below elevation of track subgrade if, in the opinion of the Railroad's representative, track or other Railroad facilities may be subject to settlement or movement.
- (c) During any clearing, grubbing, grading or blasting in proximity to the Railroad which, in the opinion of the Railroad's representative, may endanger the Railroad facilities or operations.
- (d) During any of the Contractor's operations when, in the opinion of the Railroad's representatives, the Railroad facilities, including, but not limited to, tracks, buildings, signals, wire lines or pipe lines, may be endangered.

The cost of flagging and inspection provided by the Railroad during the period of constructing that portion of the project located on or near the Railroad property, as deemed necessary for the protection of the Railroad's facilities and trains, will be borne by the State. The Railroad has indicated that its estimated flagging rate will be around One Thousand Two Hundred Dollars (\$1,200.00) per day and that the estimated total is ten (10) days of flagging. State shall pay Railroad for all actual flagging costs incurred by Railroad under this project, up to and including

ten days of flagging. Except for unanticipated events as defined in Section 1, subsections 2.2.1 and subsections 2.2.3, 2.2.4, and 2.2.5 of the Standard Specifications, Contractor will be responsible for the cost of railroad flagging protection or inspection in excess of the 10-day estimate.

1.04 WORK BY RAILROAD

The following work by the Railroad will be performed by Railroad forces and is not a part of the work under this Contract.

- (a) The Railroad will perform preliminary engineering and inspection (if any) and flagging as specified in Section 1.03 "Protection of Railroad Facilities," of these special provisions.
- (b) Underground railroad communication line in vicinity of proposed Structure.
- (c) Remove advertising signboards and signboard appurtenances.
- (d) Temporary crossings at grade over tracks of Railroad for the purpose of hauling earth, rock, paving or other materials will not be permitted. If the Contractor, for the purpose of constructing highway-railway grade separation structures, including construction ramps thereto, desires to move equipment or materials across Railroad's tracks, the Contractor shall first obtain permission from Railroad via the State Engineer. Should Railroad approve the temporary crossing, State shall execute a Service Contract with Railroad for Railroad to construct the temporary crossing. Under the Service Contract, State shall bear the cost of the crossing surface, warning devices and other components that might be required. Notwithstanding State's Service Contract with Railroad, the Contractor is required to execute Railroad's form of Contractor's Haul Road Crossing Agreement. Railroad, at State's expense, shall provide flagmen to control movements of vehicles across the temporary crossing. State and its Contractor shall prevent the use of such temporary crossing by unauthorized persons and vehicles.

1.05 DELAYS DUE TO WORK BY RAILROAD.

If delays due to work by the Railroad occur, and the Contractor sustains loss which, in the opinion of the Engineer, could not have been avoided by the judicious handling of forces, equipment and plant, the amount of said loss shall be determined as provided in Section 8-1.07, "Delays," of the 2010 Standard Specifications.

If a delay due to work by the Railroad occurs, an extension of time determined pursuant to the provisions in Section 8-1.10, "Liquidated Damages," of the 2010 Standard Specifications will be granted.

1.06 LEGAL RELATIONS

The provisions of Section 1, "Relations with Railroad Company," and the provisions of Section 2, "Railroad Protective Insurance," of these special provisions shall inure directly to the benefit of the Railroad.

2.0 RAILROAD PROTECTIVE INSURANCE

In addition to any other form of insurance or bonds required under the terms of the contract and specifications, the Contractor will be required to carry insurance of the kinds and in the amounts hereinafter specified.

Such insurance shall be approved by the Railroad before any work is performed on the Railroad's property and shall be carried until all work required to be performed on or adjacent to the Railroad's property under the terms of the contract is satisfactorily completed as determined by the Engineer, and thereafter until all tools, equipment and materials have been removed from the Railroad's property and such property is left in a clean and presentable condition.

Full compensation for all premiums which the Contractor is required to pay on all the insurance described hereinafter shall be considered as included in the prices paid for the various items of work to be performed under the contract, and no additional allowance will be made thereof or for additional premiums which may be required by extensions of the policies of insurance.

The following insurance coverage will be required:

A. Commercial General Liability insurance. This insurance shall contain a single limit of at least \$5,000,000 each occurrence or claim and an aggregate limit of at least \$10,000,000 and include broad form contractual liability coverage. Coverage must be purchased on a post 1998 ISO or equivalent form, including but not limited to coverage for the following:

- Bodily injury including death and personal injury
- Property damage
- Fire legal liability
- Products and completed operations

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

- The worker's compensation and employee related exclusions in the above policy apply only to the Contractor's employees.
- The exclusions for railroads [except where the Job site is more than fifty feet (50') from any railroad including, but not limited to, tracks, bridges, trestles, roadbeds, terminals, underpasses or crossings], and explosion, collapse and underground hazard shall be removed.
- Coverage for the Contractor's employees shall not be excluded.
- Waiver of subrogation

If the Contractor will be using, storing and/or handling hazardous materials, the Contractor, in addition to the other endorsements to be obtained by the Contractor as provided in this exhibit, must also ensure that the Commercial General Liability Insurance policy contains a Designated Premises Pollution Coverage (CG00-39) endorsement. Evidence of the endorsement must also be indicated on the certificate of insurance that is provided to the Railroad.

B. Business Automobile Coverage insurance. This insurance shall contain a combined single limit of at least \$5,000,000 per occurrence or claim, including but not limited to coverage for the following:

- Bodily injury and property damage
- Any and all motor vehicles including owned, hired and non-owned

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

- The worker's compensation and employee related exclusions in the above policy apply only to the Contractor's employees.
- The exclusions for railroads [except where the Job Site is more than fifty feet (50') from any railroad including but not limited to tracks, bridges, trestles, roadbeds, terminals, underpasses or crossings], and explosion, collapse and underground hazard shall be removed.

C. Worker's Compensation and Employer's Liability insurance including but not limited to:

- The Contractor's statutory liability under the workers' compensation laws of the State of California
- Employer's Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee

If the State of California requires participants in a state worker's compensation fund and if Worker's Compensation insurance will not cover the liability of the Contractor in the State of California, the Contractor shall comply with such laws. If the Contractor is self-insured, evidence of state approval must be provided along with evidence of excess worker's compensation coverage. Coverage shall include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy shall also contain the following endorsement **which shall be indicated on the certificate of insurance:**

- Alternate Employer Endorsement

- D. **Umbrella or Excess Policies** In the event the Contractor utilizes Umbrella or excess policies, these policies shall “follow form” and afford no less coverage than the primary policy.
- E. **Railroad Protective Liability** insurance naming only the Railroad as the insured with a combined single limit of \$2,000,000 per occurrence with a \$6,000,000 aggregate. The policy shall be broad form coverage for “Physical Damage to Property” (ISO Form CG 00 35 07 98 or equivalent). A binder stating the policy is in place must be submitted to the Railroad until the original policy is forwarded to the Railroad.

Other Requirements

- F. Punitive damage exclusion must be deleted, **which deletion shall be indicated on the certificate of insurance.**
- G. The Contractor agrees to waive its right of recovery, and its insurers, through policy endorsement, agree to waive their right of subrogation against the Railroad. The Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against the Railroad for loss of its owned or leased property or property under its care, custody and control. The Contractor’s insurance shall be primary with respect to any insurance carried by the Railroad. All waivers of subrogation **shall be indicated on the certificate of insurance.**
- H. All policy(ies) required above (excluding Workers Compensation) shall provide severability of interests and shall name the Railroad as an additional insured. The coverage provided to the Railroad as additional insured shall provide coverage for the Railroad’s negligence whether sole or partial, active or passive, and shall not be limited by the Contractor’s liability under the indemnity provisions of this Agreement. **Severability of interest and naming the Railroad as additional insured shall be indicated on the certificate of insurance.**
- I. Prior to commencing the Work, the Contractor shall furnish to the Railroad original certificate(s) of insurance evidencing the required coverage, endorsements, and amendments. The certificate(s) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify the Railroad in writing of any cancellation or material alteration. **Upon request from the Railroad, a certified duplicate original of any required policy shall be furnished.**
- J. Any insurance policy shall be written by a reputable insurance company acceptable to the Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the State of California.
- K. The Contractor **WARRANTS** that this Agreement has been thoroughly reviewed by the Contractor’s insurance agent(s)/broker(s), who have been

instructed by the Contractor to procure the insurance coverage required by this Agreement and acknowledges that the Contractor's insurance coverage will be primary.

- L.** If the Contractor fails to procure and maintain insurance as required, the Railroad may elect to do so at the cost of the Contractor plus a 25% administration fee.
- M.** The fact that insurance is obtained by the Contractor the or Railroad on behalf of the Contractor shall not be deemed to release or diminish the liability of the Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by the Railroad shall not be limited by the amount of the required insurance coverage.

CONTRACTOR'S ENDORSEMENT

A. As a condition to entering upon the Railroad's right-of-way to perform Work pursuant to this agreement, State's contractor, _____

(Name of Contractor)

whose address is _____,

(Contractor's Mailing Address)

(hereinafter "Contractor"), agrees to comply with and be bound by all the terms and provisions of the attached Caltrans Right of Entry Agreement that was signed by Union Pacific Railroad Company ("Railroad") and the State of California, Department of Transportation ("State") relating to the Work to be performed and the insurance requirements set forth in Exhibit B of the Right of Entry Agreement. The Contractor further acknowledges and agrees that the reference to Cal. Gov. Code §14662.5 in Sections 5.b) and 8.b) of Exhibit A to the Right of Entry Agreement does not apply to the Contractor and in no way limits the indemnities set forth in those provisions, to which the Contractor agrees to be bound.

B. Before the Contractor commences any Work, the Contractor will provide the Railroad with (i) a binder of insurance for the Railroad Protective Liability Insurance described in Section 2 of the Contract Special Provisions, hereto attached, and the original policy, or a certified duplicate original policy when available, and (ii) a certificate issued by its insurance carrier providing the other insurance coverage and endorsements required pursuant to Section 2 of the Contract Special Provisions.

C. All insurance correspondence, binders or originals shall be directed to:

Union Pacific Railroad Company
Attn: Real Estate Department
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179-1690
Attn.: Senior Manager - Contracts
Folder No.

D. Please note that fiber optic cable may be buried on the Railroad's property. **Prior to commencing any work, the Contractor agrees to contact the Railroad's Telecommunications Operation Center as provided in Section 5 of Exhibit A of the Right of Entry Agreement to determine if any fiber optic cable is located on the Railroad's property on or near the location where the work is to be performed.** If there is, the Contractor must comply with the terms and conditions of Section 5 of Exhibit A before commencing any work on the Railroad's property.

E. **The Contractor agrees to also provide to the Railroad's Manager-Track Maintenance at (402) 501-3774** the advance notice required in Section 1 of Exhibit A of the Right of Entry Agreement prior to working on the Railroad's property in order for the Railroad to coordinate the Contractor's work with the Railroad's operations and to make arrangements for flagging protection (if applicable).

This endorsement shall be completed and sent to the person named in Paragraph C above.

(Name of Contractor)

By _____

Title: _____

EXHIBIT "B"

1.0 RAILROAD RELATIONS AND INSURANCE REQUIREMENTS

1.01 GENERAL

The term "Railroad" shall mean **Sacramento Regional Transit District (RT)**.

It is expected that Railroad will cooperate with the Contractor to the end that the work may be handled in an efficient manner. However, except for additional compensation provided for hereinafter for delays in completion of specific unit of work to be performed by the Railroad, and except as provided in Public Contracts Code Section 7102, the Contractor shall have no claim for damages, extension of time, or extra compensation in the event his work is held up by railroad train operations or other work performed by the Railroad.

Contractor must understand the Contractor's right to enter the Railroad's property is subject to the absolute right of the Railroad to cause the Contractor's work on the Railroad's property to cease if, in the opinion of the Railroad, the Contractor's activities create a hazard to the Railroad's property, employees, and operations.

Contractor agrees to execute and deliver to Railroad a Contractor's Endorsement attached hereto as Appendix 1 and to provide to the State and/or the Railroad all insurance policies, binders, certificates or endorsements that are set forth in the Contractor's Railroad Right of Entry Agreement.

1.02 RAILROAD REQUIREMENTS

Contractor shall provide Railroad's Authorized Representative (Railroad) and State's Resident Engineer (Engineer) in writing, advance notice at least 7 days prior to requested date, before performing any work on, or adjacent to property or tracks of Railroad.

Contractor shall cooperate with Railroad where work is over or under tracks, or within the limits of Railroad property to expedite the work and avoid interference with the operation of railroad equipment.

Contractor shall comply with the rules and regulations of Railroad and shall perform work so as not to endanger or interfere with the safe operation of Railroad and or all instructions of its representatives in relation to protecting tracks and property of Railroad and traffic moving on such tracks, as well as wires, signals and other property of Railroad, its tenants or licensees, at and in the vicinity of work during the period of construction. Responsibility of Contractor for safe conduct and adequate policing and supervision of its work at the job site shall not be lessened or otherwise affected by the presence at work site of Railroad representatives, or by Contractor's compliance with any requests or direction given by Railroad representatives.

Contractor shall take protective measures to keep Railroad facilities, including track ballast, free of sand, gravel or other forms of debris resulting from his operations. Additional attention and protective measures must be taken to protect workers and to prevent damage to railroad high voltage overhead messenger lines and appurtenances (Railroad Locomotive Power Lines). Railroad communication and safety facilities as well as maintenance roads are to be free of obstructions. Damage to Railroad facilities resulting from Contractor's operations will be repaired or replaced by Railroad and the cost of such repairs or replacement shall be deducted from Contractor's progress and final pay estimates.

Contractor shall contact USA at least forty-eight (48) hours prior to commencing work, at 1-800-227-2600 to determine location of any underground utilities. If a utility is buried anywhere on or near the Railroad property, the Contractor will coordinate with Railroad and Utility Company (ies) to arrange for relocation and/or other protection of the system prior to beginning any work on or near Railroad property.

Contractor shall not pile or store any materials nor park any equipment closer than 10'- 0" to the nearest rail, unless directed by Railroad's representative.

Contractor shall also abide by the following temporary clearances during the course of construction:

(10'- 0") Horizontally from nearest rail

(19'-2") Vertically from top of track

Walkways with railing shall be constructed by the Contractor over open excavation areas when in close proximity of tracks, and railings shall not be closer than (8'-6") horizontally from centerline of the nearest track, if tangent, or (9'-6") if curved.

Infringement on above temporary construction clearances by Contractor's operations shall be submitted to Railroad by the Engineer, and shall not be undertaken until approved by Railroad, and until Engineer has obtained any necessary authorization from any governmental body or bodies having jurisdiction there-over. No extension of time or extra compensation will be allowed in the event the Contractor's work is delayed pending Railroad approval and governmental authorization.

Contractor shall, upon completion of all work covered by this Contract to be performed by Contractor upon the premises or over or beneath the tracks of Railroad, promptly remove from the premises of Railroad, Contractor's tools, implements and other materials, whether brought upon said premises and cause said premises to be left in a clean and presentable condition.

Safety of personnel, property, rail operations and the public is of paramount importance. As reinforcement and in furtherance of overall safety measures to be observed by Contractor (and not by way of limitation), the following special safety rules shall be followed:

- (a) Contractor shall keep job site free from safety and health hazards again noting and paying special attention to Railroad's electrical facilities including but not limited to overhead messenger (Catenary) lines and contractor is to ensure that its employees are competent and adequately trained in all safety and health aspects of the job including Sacramento Regional Transit District's "Railroad On Track Safety (OTS) Training" provided by Sacramento Regional Transit District's Chief Safety Officer. All Contractor/subcontractor employees must have satisfactorily completed OTS Training PRIOR to working in the vicinity of any Railroad facility (tracks, overhead power lines, poles, etc.).
- (b) Contractor shall have proper first aid supplies available on the job site so that prompt first aid services can be provided to any person injured on job site. Contractor shall promptly notify the Railroad of any U.S. Occupational Safety and Health Administration reportable injuries occurring to any person that may arise during the work performed on the job site. Contractor shall have a non-delegable duty to control its employees while they are on the job site or any other property of the Railroad to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug, narcotic or other substance that may inhibit safe performance of work by employees.

- (c) Employees of Contractor shall be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing or free use of their hands or feet. Only waist length shirts with sleeves and trousers that cover the entire leg are to be worn. If flare-legged trousers are worn, trouser bottoms must be tied to prevent catching. Employees should wear sturdy and protective work boots and at least the following protective equipment:
 - (1) Protective headgear that meets American National Standard-Z89.I-latest revision. It is suggested that all hardhats be affixed with Contractor's or subcontractor's company logo or name.
 - (2) Eye protection that meets American National Standard for occupational and educational eye and face protection, Z87.1-latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, burning, etc.; and
 - (3) Hearing protection that affords enough attenuation to give protection from noise levels that will be occurring on the job site.
- (c) All heavy equipment provided or leased by the Contractor shall be equipped with audible back-up warning devices. If in the opinion of Railroad Representative any of Contractor's or Subcontractor's equipment is unsafe for use on Railroad's right-of-way, the Contractor, at the request or direction of Railroad representative, shall remove such equipment from Railroad's right-of-way.

1.03 PROTECTION OF RAILROAD FACILITIES

Upon proper advanced notification provided to Railroad at least 7 days prior to requested date, Railroad representatives, conductors, flagmen or watchmen will be provided by Railroad to protect its facilities, property and movements of its trains or engines. Notice shall be made to Railroad's Representative Michael Cormia, RT's Wayside Maintenance Superintendent at (916) 556-0461. At time of notification, Contractor shall provide Railroad with a schedule of dates flagging services will be needed, as well as times, if outside normal working hours. Subsequent deviation from the schedule shall require ten (10) working days' advance notice from the first affected date. Railroad will furnish such personnel or other protective devices:

- (a) When equipment is standing or being operated within 10 feet, measured horizontally, from the nearest rail of any track on which trains may operate, or when any erection or construction activities are in progress within such limits, regardless of elevation above or below track.
- (b) For any excavation below elevation of track subgrade if, in the opinion of Railroad's representative, track or other Railroad facilities may be subject to settlement or movement.
- (c) During any clearing, grubbing, grading or blasting in proximity to Railroad which, in the opinion of the Railroad's representative, may endanger Railroad facilities or operations.
- (d) During any Contractor's operations when, in the opinion of Railroad representatives, Railroad facilities, including, but not limited to, tracks, buildings, signals, wire lines or pipe lines, may be endangered.

Cost of Railroad Flagging Protection and/or inspection provided by Railroad during the period of time required for construction of that portion of project located on or near Railroad property, as deemed necessary by Railroad for protection of Railroad's facilities and trains, will be borne by State. Contractor will pay railroad directly for flagging protection at time of application. Railroad and State estimated a total of ten (10) days of flagging will be required to complete Contractor's

work on or near Sacramento Regional Transit District Railroad property. State shall be responsible for all actual flagging costs, up to and including 10 days of flagging, incurred by Railroad under this project. Except for unanticipated events as defined in Section 1, subsections 2.2.1 and subsections 2.2.3, 2.2.4, and 2.2.5 of the Standard Specifications, Contractor will be responsible for the cost of railroad flagging protection or inspection in excess of the 10-day estimate.

1.04 WORK BY RAILROAD

There is no anticipated work to be accomplished by the Railroad for this project. In the event there are adjustments or modifications required to facilitate this work, CalTrans and Railroad will coordinate what needs to be done and how best to accomplish the work to the Railroad's satisfaction. Any Railroad expenses and/or work to be accomplished will be State expense.

1.05 DELAYS DUE TO WORK BY RAILROAD

If delays due to work by the Railroad occur, and the Contractor sustains loss which, in the opinion of the Engineer, could not have been avoided by the judicious handling of forces, equipment and plant, the amount of said loss shall be determined as provided in Section 8-1.07, "Delays," of the 2010 Standard Specifications.

If a delay due to work by the Railroad occurs, an extension of time determined pursuant to the provisions in Section 8-1.10, "Liquidated Damages," of the 2010 Standard Specifications will be granted.

1.06 LEGAL RELATIONS

The provisions of Section 1, "RAILROAD RELATIONS" and the provisions of Section 2, "RAILROAD PROTECTIVE LIABILITY INSURANCE REQUIREMENTS," of these special provisions shall inure directly to the benefit of the Railroad.

1.07.01 COORDINATION WITH RT LIGHT RAIL OPERATIONS - HOURS OF WORK

In addition to the requirements of the Contract Documents, construction of this Project will be coordinated with revenue service operations of Sacramento Light Rail Transit System (RT Light Rail Operations). RT Light Rail Operations operating conditions are in effect and light rail vehicles (LRVs) will be in revenue service daily from approximately 4:00 a.m. continuous until approximately 1:00 a.m. the next day, seven days a week. LRVs generally run at 15-minute intervals, each direction, with the exception of evening hours and weekend mornings, which are scheduled for 30-minute intervals each direction. Unscheduled trains may run from 4:00 AM to 1:00 AM for training, maintenance, or train staging. Contractor must obtain and have the responsibility to be familiar with the current "Daily RT Light Rail Operations Light Rail Schedule" and any revisions issued during the term of this Contract.

Contractor will cause all Work to be performed with regard to time, place and manner so that RT Light Rail Operations scheduled revenue service is not disrupted unless expressly provided otherwise herein. All work performed by Contractor or its subcontractors of any tier in the vicinity of the existing LRT track and facilities must be in accordance with RT Light Rail Operations Instructions for Track Warrants (Appendix "Light Rail Track Warrants". It is Contractor's/subcontractor's responsibility to apply for and secure the Track Warrant and/or Red Tag for each and every shift of Limited or Full Access construction, as defined below. If Contractor fails to comply with this requirement, and/or if Contractor or its subcontractors of any tier violate the terms of the Track Warrants and/or Red Tags, RT will issue a Stop Work Order to Contractor in the areas affected. The Stop Work Order will be in effect until such time as a Track Warrant or Red Tag is secured and/or the violation is corrected. Any delays or costs associated with this requirement must be borne by Contractor.

During hours of revenue service, Contractor and/or its subcontractors of any tier will be allowed Limited Access to any track area with RT Light Rail Operations revenue service operations through the Project site. Limited Access construction is defined as work to be performed within 10' of the nearest rail of the operating track, or any work that includes equipment capable of coming in contact with the overhead catenary system. Limited Access construction must be coordinated daily with RT Light Rail Operations through the Track Warrant procedure.

During the hours when RT Light Rail Schedule Revenue Operations is not in operation, approximately 1:00 a.m. to 4:00 a.m. daily, unscheduled trains may run for training, maintenance, or train staging. Contractor and/or its subcontractors of any tier will be permitted Full Access to the existing track and facilities in the construction area through Track Warrant or Red Tag procedures. Any Work performed on existing track structure and facilities during Full Access will be restored by Contractor to complete operating conditions prior to resumption of scheduled revenue service. Full Access will be coordinated each and every time with RT Light Rail Operations through Track Warrant and Red Tag procedures.

Contractor and its subcontractors, regardless of tier, must not perform any Work that will require an unscheduled disruption of service at any time. All Work must be performed with sufficient labor, materials, and standby equipment to ensure that unscheduled service disruptions do not occur.

Contractor must submit a Work Plan detailing hours of work, construction methods and activities for RT's approval. The Work Plan must indicate the means to ensure conformance to this special condition. Contractor must not do any Work until Contractor receives written approval of the Work Plan from RT.

1.7.02 COOPERATION WITH RT LIGHT RAIL OPERATIONS

All communications and/or correspondence relating to inspection and coordination between Contractor and RT Light Rail Operations must be given as set out in Article 5 of the Contract, Notices, unless otherwise specifically authorized by the RT AGM of Engineering and Construction. In the event of such authorization, Contractor must keep said RT AGM informed, in writing, of all such communications and their content.

RT Light Rail Operations staff will communicate directly with Contractor if conditions deemed to be an emergency exist. Under emergency conditions, life or property must be in immediate danger of loss. Should an emergency condition occur, Contractor must follow the directions of the RT Light Rail Operations staff without hesitation.

The application for issuance of Track Warrants and Red Tags must be coordinated directly between Contractor and RT Light Rail Operations staff. Contractor must maintain the Track Warrant or Red Tag documentation at the work site. Failure to produce the required documentation when requested will result in the cessation of Work until the documentation is produced. No exceptions will be allowed, and time for completion will not be extended if Work is stopped for the foregoing reason.

Red Tags will be provided by RT at a cost of \$750.00 per Red Tag. The cost for the Red Tag must be paid by the Contractor at the time of submitting the application for the Red Tag. Contractor must call Michael Cormia, Wayside Maintenance Superintendent at (916) 556-0461 to arrange for the Red Tag permit. Red Tags will only be given for the hours between 1:00 a.m. and 4:00 a.m. Application for a Red Tag must be made at least 7 calendar days prior to the date requested.

2.0 RAILROAD PROTECTIVE LIABILITY INSURANCE REQUIREMENTS

In addition to any other form of insurance or bonds required under the terms of the contract and specifications, Contractor will be required to carry insurance of the kinds and in the amounts hereinafter specified.

Such insurance shall be approved by Railroad before any work is performed on Railroad's property and shall be carried until all work required to be performed on or adjacent to Railroad's

property under the terms of contract is satisfactorily completed as determined by Engineer, and thereafter until all tools, equipment and materials have been removed from Railroad's property and such property is left in a clean, presentable and operable condition.

Full compensation for all premiums which Contractor is required to pay on all insurance described hereinafter shall be considered as included in the prices paid for the various items of work to be performed under contract, and no additional allowance will be made thereof or for additional premiums which may be required by extensions of the policies of insurance.

The following insurance coverage will be required:

- A. Commercial General Liability Insurance** Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

Contractual Liability Railroads ISO form CG 24171001 (or a substitute form providing equivalent coverage) showing "Sacramento Regional Transit District Property" at DOT grade separated crossing number 833780D "Camellia City Viaduct Overhead" as Designated Job Site.

- B. Business Automobile Coverage Insurance** Business auto coverage written on ISO form CA 00 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$5,000,000 for each accident. The policy must contain the following endorsements, which must be stated on the certificate of insurance:

Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Sacramento Regional Transit District" at DOT crossing number 833780D as the Designated Job Site.

Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

- C. Workers' Compensation and Employers' Liability Insurance** Coverage must include but not be limited to:

Contractor's statutory liability under the workers' compensation laws of the State of California.

Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy must contain the following endorsement, which must be stated on the certificate of insurance:

Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

- D. Railroad Protective Liability Insurance.** Contractor must maintain Railroad Protective Liability Insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$5,000,000 per occurrence and an aggregate of \$10,000,000. A binder stating the policy is in place must be submitted to Railroad before the work may be commenced and until the original policy is forwarded to Railroad.
- E. Umbrella or Excess Insurance** If Contractor utilizes umbrella or excess policies, these policies must “follow form” and afford no less coverage than the primary policy.

Other Requirements

- F.** All policy (ies) required above (except worker’s compensation and employers liability) must include Railroad as “Additional Insured” using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured
- Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad’s negligence whether sole or partial, active or passive, and shall not be limited by Contractor’s liability under the indemnity provisions of this Agreement.
- G.** Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement.
- H.** Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.
- I.** Prior to commencing the work, Contractor shall furnish Railroad and the State with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.
- J.** All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best’s Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the State of California.
- K.** The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

CONTRACTOR'S ENDORSEMENT

A. As a condition to entering upon Railroad's right-of-way to perform Work pursuant to this agreement, State's contractor, _____
(Name of Contractor)

whose address is _____,
(Contractor's Mailing Address)

(hereinafter "Contractor"), agrees to comply with and be bound by provisions of Section 1.7.01 herein relating to the Work to be performed and the insurance requirements set forth in Section 2.0 herein.

B. Before the Contractor commences any Work, Contractor will provide Railroad with (i) a binder of insurance for the Railroad Protective Liability Insurance described in Section 2 of the Contract Special Provisions, hereto attached, and the original policy, or a certified duplicate original policy when available, and (ii) a certificate issued by its insurance carrier providing the other insurance coverage and endorsements required pursuant to Section 2 of the Contract Special Provisions.

C. All insurance correspondence, binders or originals shall be directed to:

Sacramento Regional Transit District
Attention: Michael R Wiley, CEO
P.O. Box 2110
Sacramento, CA 95812-2110

D. Please note that fiber optic cable is buried on Railroad's property. Prior to commencing any work, the Contractor agrees to contact USA and the Railroad's Telecommunications Operation Center to determine if any fiber optic cable is located on the Railroad's property on or near the location where the work is to be performed. If there is, the Contractor must comply with the terms and conditions of Railroad Minimum Requirements herein before commencing any work on the Railroad's property.

E. Contractor agrees to also provide to Railroad advance notice required in Section 1.02 herein prior to working on Railroad's property in order for Railroad to coordinate Contractor's work with Railroad's operations and to make arrangements for flagging protection (if applicable).

This endorsement shall be completed and sent to the person named in Paragraph C above.

(Name of Contractor)

By _____

Title: _____

RAILROAD

MINIMUM REQUIREMENTS

PART 1 – GENERAL

1.01 DESCRIPTION

This project includes construction work within the Right-of-Way and/or properties of an overhead electric powered railroad, The Sacramento Regional Transit District ("Railroad") and adjacent to tracks, overhead communication and electrical (Catenary) wire lines and other facilities. This section describes the special requirements for coordination with Railroad when work by Contractor will be performed upon, over or under Railroad Right-of-Way or may impact current or future Railroad operations. Contractor will coordinate with Railroad while performing the work outlined in this Contract, and shall afford the same cooperation with Railroad as it does with State. All submittals and work shall be completed in accordance with Railroad Guidelines and AREMA recommendations as modified by these minimum special requirements or as directed in writing by Railroad's Designated Representative.

For purposes of this project, Railroad's Designated Representative shall be the person or persons designated by Railroad to handle specific tasks related to this project.

1.02 DEFINITION OF AGENCY AND CONTRACTOR

As used in these Railroad requirements, the term "Agency" shall mean the State of California, by and through its Department of Transportation.

As used in these Railroad requirements, the term "Contractor" shall mean the contractor or contractor's hired by Agency to perform any project work on any portion of Railroad's property and shall also include the contractor's subcontractors and contractor's and subcontractor's respective officers, agents and employees, and others acting under its or their authority.

1.03 RAILROAD "RT" CONTACTS

Railroad Flagging Protection/Inspection and/or other requests of Railroad are to be addressed to State's Resident Engineer who will provide Railroad contact information (if applicable) to Contractor.

1.04 REQUEST FOR INFORMATION/CLARIFICATION

All Requests for Information ("RFI") involving work within any Railroad Right-Of-Way shall be in accordance with procedures listed elsewhere in these bid documents. All RFI's shall be submitted to Engineer of Record. Engineer of Record will submit RFI to Railroad's

Designated Representative for review and approval for corresponding to work within the Railroad Right-Of-Way. The Contractor shall allow four (4) weeks for review and approval process by Railroad.

1.05 PLANS/SPECIFICATIONS

Plans and specifications for this project, affecting Railroad are subject to written approval by Railroad if required, and any changes to the plans that may be required after award of the Contract. Such changes are subject to the approval of Agency and Railroad.

PART 2 – UTILITIES AND FIBER OPTIC

All installations shall be constructed in accordance with current AREMA recommendations and Railroad specifications and requirements. Railroad's general guidelines and required application forms for utility installations can be found on Railroad's website at www.rt.com, or through State's Resident Engineer.

2.01 GENERAL

- A. Contractor shall perform all work in compliance with all applicable Railroad and Federal Railroad Administration/California Public Utility Commission (FRA/CPUC) rules and regulations. Contractor shall arrange and conduct all work in such manner and at such times as shall not endanger or interfere with the safe operation of the tracks and property of Railroad and the train traffic moving on such tracks, or wires, signals and other property of Railroad, its tenants or licensees, at or in the vicinity of the work. Railroad shall be reimbursed by Contractor or Agency for train delay costs and lost revenue claims due to any delays or interruption of train operations resulting from Contractor's construction work or other activities.
- B. Requests to perform construction activities that are absolutely necessary within 10 feet horizontally of the nearest rail of operational tracks, may be submitted to Railroad's Designated Representative who may or may not grant approval. Construction activities within 10 feet horizontally of the operational track(s) must allow the tracks to stay operational.
- C. Track protection is required for all work equipment (including rubber tired equipment) operating within 10 feet horizontally from the nearest rail.
- D. Contractor is also advised that new or relocated railroad facilities within the project limits may be built by Railroad and that certain Contractor's activities cannot proceed until that work is completed. Contractor shall be aware of the limits of responsibilities and allow sufficient time in the schedule for that work to be accomplished and shall coordinate its efforts with Railroad.

2.02 RAILROAD OPERATIONS

- A. Contractor shall be advised that trains and/or equipment are to be expected on any tracks, at any time, in either direction. Contractor shall become familiar with train schedules in this location and structure its bid assuming intermittent track windows in this period, as defined in Paragraph B below.
- B. All railroad tracks within and adjacent to the Contract Site are active, and rail traffic over these facilities shall be maintained throughout the Project. Railroad traffic and operations will occur continuously throughout the day from 4:00 AM to 1:00 AM the next day (21 hours per day) on these tracks and shall be maintained at all times as defined herein. Unscheduled trains may run from 4:00 AM to 1:00 AM for training, maintenance, or staging. Contractor shall coordinate and schedule the work so that construction activities do not interfere with railroad operations.
- C. Work windows for this Contract shall be coordinated with Agency and Railroad Designated Representatives. Types of work windows include Conditional Work Windows and Absolute Work Windows, as defined below:
 - 1. Conditional Work Window: A Conditional Work Window is a period of time that railroad operations have priority over construction activities. When construction activities may occur on and adjacent to the railroad tracks within 10 feet horizontally of the nearest rail of the track, wires, signals and other property of Railroad, its tenants or licensees, at or in the vicinity of the work a Railroad flag person will be required. At the direction of the Railroad flag person, upon approach of a train, and when trains are present on tracks, tracks must be cleared (i.e., no construction equipment, materials or personnel within 10 feet, or as directed by Railroad's Designated Representative, from the tracks). Conditional Work Windows may be available for this Project.
 - 2. Absolute Work Window: An Absolute Work Window is a period of time that construction activities are given priority over railroad operations. During this time frame the designated railroad track(s) will be inactive for train movements and may be fouled by the Contractor. At the end of an Absolute Work Window the railroad tracks and/or signals must be completely operational for train operations and all Railroad, California Public Utilities Commission (CPUC) and Federal Railroad Administration (FRA) requirements, codes and regulations for operational tracks must be complied with. In the situation where the operating tracks and/or signals have been affected, Railroad will perform inspections of the work prior to placing that track back into service. Railroad flag persons will be required for construction activities requiring an Absolute Work Window. **Absolute Work Windows requests will require a detailed explanation for Railroad review and may or may not be granted by Railroad.**

2.03 RIGHT OF ENTRY, ADVANCE NOTICE AND WORK STOPPAGES

- A. Prior to beginning any work on or over the property of, or affecting the facilities of, Railroad, Contractor shall execute the Contractor's Endorsement. Contractor shall submit a copy of the executed agreement and insurance policies, binders, certificates and endorsements set forth therein to Railroad and Agency prior to commencing work on Railroad property.

- B. Contractor shall give advance notice to Railroad as required in Section 1.02 and receive a track warrant before commencing work in connection with construction upon or over Railroad Right-of-Way and shall observe Railroad rules and regulations with respect thereto.
- C. All work upon Railroad Right-of-Way shall be done at such times and in such manner so as not to interfere with or endanger the operations of Railroad. Whenever work may affect the operations or safety of trains, the method of doing such work shall first be submitted to Railroad's Designated Representative for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by Contractor, which requires flagging and/or inspection service, shall be deferred until the flagging protection required by Railroad is available at the job site. See Section 1.03 for railroad flagging requirements.
- D. Contractor shall make requests in writing for both Absolute and Conditional Work Windows, at least two weeks in advance of any work. The written request must include:
 - 1. Exactly what the work entails.
 - 2. The days and hours that work will be performed.
 - 3. The exact location of work, and proximity to the tracks.
 - 4. The type of window requested and the amount of time requested.
 - 5. The designated contact person.

Contractor shall provide a written confirmation notice to Railroad at least 48 hours before commencing work in connection with approved work windows when work will be performed within 10 feet of the nearest rail of any track. All work shall be performed in accordance with previously approved work plans.

- E. Should a condition arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of Railroad, Contractor shall make such provisions. If in the judgment of Railroad's Designated Representative such provisions are insufficient, Railroad's Designated Representative may require or provide such provisions as deemed necessary. In any event, such provisions shall be at Contractor's expense and without cost to Railroad. Railroad or Agency shall have the right to order Contractor to temporarily cease operations in the event of an emergency or, if in the opinion of the Railroad's Designated Representative, Contractor's operations could endanger Railroad operations. In the event such an order is given, Contractor shall immediately notify Agency of the order.

2.04 INSURANCE

Contractor shall not begin work upon or over Railroad Right-of-Way until Railroad has been furnished the insurance policies, binders, certificates and endorsements required by the Railroad and Railroad's Designated Representative has advised Agency that such insurance is in accordance with the Railroad. Required insurance shall be kept in full force and effect during the performance of work and thereafter until Contractor removes all tools, equipment, and material from Railroad property and cleans the premises in a manner reasonably satisfactory to Railroad.

2.05 RAILROAD SAFETY ORIENTATION

All personnel employed by the Contractor and all subcontractors must complete The Sacramento Regional Transit District (RT) On-Track Safety (OTS) training course "Orientation for Contractor's Safety", prior to working on Railroad property.

2.06 COOPERATION

Railroad will cooperate with Contractor so that work may be conducted in an efficient manner, and will cooperate with Contractor in enabling use of Railroad right-of-way in performing the work.

2.07 MINIMUM CONSTRUCTION CLEARANCES FOR FALSEWORK AND OTHER TEMPORARY STRUCTURES

Contractor shall abide by the following minimum temporary clearances during the course of construction:

- A. 10 – 0" Horizontally from the nearest rail of the track
- B. 19' – 2" Vertically from top of track

For construction clearance less than listed above, additional Railroad review and approval is required which may take up to 4 weeks to complete.

2.08 APPROVAL OF REDUCED CLEARANCES

- A. The minimum track clearances to be maintained by the Contractor during construction are specified in Section 3.07 herein.
- B. Any proposed infringement on the specified minimum clearances due to the Contractor's operations shall be submitted to Railroad's Designated Representative through Agency at least 30 days in advance of the work and shall not be undertaken until approved in writing by Railroad's Designated Representative.
- C. No work shall commence until the Contractor receives in writing assurance from State's Resident Engineer that arrangements have been made for flagging protection service, as may be necessary and receives permission to proceed with the work. Contractor/subcontractor work cannot begin within the Railroad right of way until the flagger is present and has briefed the crew.

2.09 CONSTRUCTION AND AS-BUILT SUBMITTALS

Construction and AS-Built Submittals are to be directed to Agency.

2.10 APPROVAL OF DETAILS

The details of the construction affecting Railroad tracks and property not already included in the Contract Plans shall be submitted to Railroad's Designated Representative through Agency for Railroad's review and written approval before such work is undertaken. Review and approval of these submittals will require a minimum of four (4) weeks in addition to the Agency's review time as stated elsewhere in these bid documents.

2.11 MAINTENANCE OF RAILROAD FACILITIES

- A. Contractor shall be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from Contractor's operations; to promptly repair eroded areas within Railroad's right of way and to repair any other damage to the property of Railroad, or its tenants.
- B. All such maintenance and repair of damages due to the Contractor's operations shall be done at Contractor's expense.
- C. Contractor must submit a proposed method of erosion control and have the method reviewed by Railroad prior to beginning any grading on the Project Site. Erosion control methods must comply with all applicable local, state and federal regulations.

2.12 SITE INSPECTIONS BY RAILROAD'S DESIGNATED REPRESENTATIVE

- A. In addition to the office reviews of construction submittals, site inspections may be performed by Railroad's Designated Representative ***if deemed necessary by Railroad*** at significant points during construction.
- B. Site inspection is not limited to the events listed above. Site visits to check progress of the work may be performed at any time throughout the construction as deemed necessary by Railroad.
- D. A detailed construction schedule, including any proposed temporary horizontal and vertical clearances and construction sequence for all work to be performed, shall be provided to the Agency for submittal to Railroad for review prior to commencement of work. This schedule shall also include the anticipated dates when the above listed events will occur. This schedule shall be updated for the above listed events as necessary, but at least monthly so that site visits may be scheduled.

2.13 RAILROAD REPRESENTATIVES

- A. Railroad representatives, conductors, flag persons or watch persons will be provided by Railroad at the expense of Agency or Contractor (as stated elsewhere in these bid documents) to protect Railroad facilities, property and movements of its trains, engines or other equipment. In general, Railroad will furnish such personnel or other protective services railroad determines to be applicable as follows:

1. When any part of any equipment is standing or being operated within 10 feet, measured horizontally, from centerline of nearest rail on which trains may operate, or when any object is off the ground and any dimension thereof could extend inside the 10 foot limit, or when any erection or construction activities are in progress within such limits, regardless of elevation above or below track.
2. For any excavation below elevation of track subgrade if, in the opinion of Railroad's Designated Representative, track or other Railroad facilities may be subject to settlement or movement.
3. During any clearing, grubbing, excavation or grading in proximity to Railroad facilities, which, in the opinion of Railroad's Designated Representative, may endanger Railroad facilities or operations.
4. During any contractor's operations when, in the opinion of Railroad's Designated Representative, Railroad facilities, including, but not limited to, tracks, buildings, signals, wire lines, or pipe lines, may be endangered.
5. The Contractor shall arrange with the Railroad Designated Representative to provide the adequate number of flag persons to accomplish the work.

2.14 WALKWAYS

Walkways are applicable to this Highway Project for excavations exceeding one foot in depth.

2.15 COMMUNICATIONS AND SIGNAL LINES

Protections of Railroad Facilities are anticipated on this Highway Project. The Agency will be responsible for any expenses associated with protection of Railroad Facilities.

2.16 TRAFFIC CONTROL

Contractor's operations that control traffic across or around Railroad facilities shall be coordinated with and approved by Railroad's Designated Representative.

2.17 CONSTRUCTION EXCAVATIONS

- A. Contractor shall be required to take special precaution and care in connection with excavating and shoring. Excavations for construction of footings, piers, columns, walls or other facilities that require shoring SHALL comply with requirements of OSHA, AREMA and RT "Guidelines for Temporary Shoring".
- B. Contractor SHALL contact USA at least 48 hours prior to commencing to determine location of all utilities. If a utility is buried anywhere on or near Railroad property, Contractor will co-ordinate with Railroad and the Utility Company(ies) to arrange for

relocation or protection of the system prior to beginning any work on or near Railroad property.

2.18 RAILROAD FLAGGING PROTECTION

Performance of any work by the Contractor in which person(s) or equipment will be within ten (10) feet of nearest rail, or will be near enough to any rail that any equipment extension (such as, but not limited to, a crane boom) will reach within ten (10) feet of any track or railroad facility, ***may*** require railroad flagging services or other protective measures. Contractor shall give the advance notice to Railroad as required in Section 1.02 herein before commencing any such work, so that the Railroad may determine the need for flagging or other protective measures to ensure the safety of Railroad's operations. Contractor shall comply with all other requirements regarding flagging services covered by Section 1.7.01 herein. Any costs associated with failure to abide by these requirements will be borne by the Contractor.

2.19 CLEANING OF RIGHT-OF-WAY

Contractor shall, upon completion of the work to be performed by Contractor upon the premises, over or beneath the tracks of Railroad, promptly remove from the Right-of-Way of Railroad all of Contractor's tools, implements, and other materials whether brought upon the Right-of-Way by Contractor or any subcontractors, employee or agent of Contractor or of any subcontractor, and leave the Right-of-Way in a clean, presentable and operable condition to satisfaction of Railroad.

Date: _____
Requesting Agency: _____
Address: _____
Contact Person: _____
Word Phone: _____
Home Phone: _____

Dates For Requested Work: Beginning: _____ / _____
Date Hours
Ending: _____ / _____
Date Hours

Nature of Work Location of Work

	Yes	No
Power-Off	<input type="checkbox"/>	<input type="checkbox"/>
Ground Strap	<input type="checkbox"/>	<input type="checkbox"/>
Flagmen	<input type="checkbox"/>	<input type="checkbox"/>
Barricades	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>

RT Use Only

AUTHORIZED WORK AREA:

Substation De-Feeder	Breakers Opened Red Tag #	Special Instructions
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

Signed By: Contractor X: _____ Date: _____
SRTD X: _____ Date: _____
Metro Control X: _____ Date: _____

LIGHT RAIL TRACK WARRANT

(Must be submitted at least twenty-four (24) hours in advance)

Company Name: _____ Phone: _____

Contract Person: _____ Phone: _____

Location: _____

Nature of Work: _____

THIS TRACK WARRANT IS SUBJECT TO THE PROVISIONS INITIALED BELOW:

Initial

Sunday
Monday
Tuesday
Wednesday
Thursday
Friday
Saturday

Date	Start Time	End Time	Log Time	Supervisor Number	Authorization Number	Confirmation Time

TRACK WARRANT CONDITIONS

- _____ 1. Personal and equipment to be clear of the nearest rail by 10' maximum.
 - _____ 2. High visibility vest must be worn at all times.
 - _____ 3. No person/equipment will be within 10' of an overhead wire.
 - _____ 4. Notify METRO Control of condition affecting train service.
 - _____ 5. Audible required: Horn Gong
 - _____ 6. Slow Order: _____ mph from _____ to _____
 - _____ 7. Flag protection required.
 - _____ 8. Impassable track: From: _____ To: _____
 - _____ 9. Will place and remove barricades in track(s).
 Other specific _____
 - _____ 10. conditions: _____
 - _____ 11. Track Warrant may be extended/revised/annulled by METRO Control only.
- Representative's
Signature: _____ Time: _____ Date: _____

Approved by: _____ Time: _____ Date: _____
 Revised by: _____ Time: _____ Date: _____
 Annulled by: _____ Time: _____ Date: _____

INSTRUCTIONS FOR TRACK WARRANTS

Your responsibilities as a holder of a Track Warrant are as follows:

- You **MUST** verify your Track Warrant for each scheduled day of work immediately before beginning work **EACH** day.
- You may do this by telephoning METRO Control at 648-8415. This office is open 24 hours a day.
- When you call, you will receive an authorization number for your warrant. Your Track Warrant is **NOT VALID** without this number.
- You must notify METRO Control of **ANY** changes in your work times or conditions immediately.
- The Track Warrant or a copy must be kept at **EACH** job site and presented upon demand to authorized personnel.
- Failure to abide by these regulations can result in immediate revocation of this warrant.
- Your workers and/or sub-contractor working under this warrant **MUST**
- Comply with all conditions and instructions.

SERVICE DISRUPTION BOND

WE HEREBY CERTIFY THAT: _____ as Principal, hereinafter called "Principal," and _____, a corporation, duly organized under the laws of the State of _____, having its principal place of business at _____ in the State of _____, and authorized as a surety in the State of California, hereinafter called "Surety," are hereby held and firmly bound unto Sacramento Regional Transit District, hereinafter called "Obligee" in the Penal Sum of \$50,000.00 lawful money of the United States of America, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into or is about to enter into a certain written agreement with the above-mentioned Obligee, for construction of the «TitleTitlecase», Project No. «ProjectNo», hereinafter "Contract," which Contract documents are incorporated herein by reference as if fully set forth herein.

WHEREAS, said Principal is required to furnish a bond in connection with said Contract, to secure payment of costs of service disruptions to Obligee's bus and/or light rail system as a result of work under said Contract.

NOW, THEREFORE, if said Principal, or its heirs, executors, administrators, representatives, successors, assigns, or subcontractors cause disruption to the revenue operations of Obligee's light rail system, the aforesaid Surety will pay Obligee the sum of \$5,000 per hour for every hour of disruption or portion thereof, unless such disruption is solely caused by Obligee; however, in no event will the amount owed by said Surety exceed the amount of this bond.

Said Surety, for value received, hereby stipulates and agrees that, in accordance with the terms of the Contract, no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed there-under, or to the specifications accompanying the same will in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

In the event that an action is brought to enforce this bond or for a declaration of the rights and duties of the parties pursuant to this bond, the prevailing party in any such action will recover its costs and attorney fees from the other party.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their seals the ____ day of _____, 201_ the name and corporate seal of each corporate party being affixed thereto, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Seal)

PRINCIPAL

By _____

(Seal)

SURETY

Bond No. _____

By _____