

DEPARTMENT OF TRANSPORTATION
DIVISION OF ENGINEERING SERVICES
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September 25, 2009

08-Riv-10-66.5/71.7
08-456004
ARRAL-010-3(101)127E
ACIM-010-3(102)127E

Addendum No. 1

Dear Contractor:

This addendum is being issued to the contract for CONSTRUCTION ON STATE HIGHWAY IN RIVERSIDE COUNTY NEAR RANCHO MIRAGE FROM 1.5 KM EAST OF DATE PALM DRIVE TO MONTEREY AVENUE.

Submit bids for this work with the understanding and full consideration of this addendum. The revisions declared in this addendum are an essential part of the contract.

Bids for this work will be opened on Thursday, October 8, 2009.

This addendum is being issued to revise the Project Plans, the Notice to Bidders and Special Provisions, the Bid book, and the Federal Minimum Wages with Modification Number 28 dated 08/14/09.

Project Plan Sheets 2, 3, 9, 11, 19, 20, 23, 39, 47, 64, 72, 176, 179, 186, 187, 198, 201, 223, 224, 225, 226, and 262 are revised. Copies of the revised sheets are attached for substitution for the like-numbered sheets.

Project Plan Sheets 227A, 227B, and 227C are added. Copies of the added sheets are attached for addition to the project plans.

In the Special Provisions, Section 5-1.07, "COMPENSATION ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS," is revised as attached.

In the Special Provisions, Section 10-1.19, "TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE," subsection "PAYMENT," the first paragraph is replaced as follows:

"The contract lump sum price paid for traffic control system shall include full compensation for furnishing all labor (except for flagging costs), materials (including signs), tools equipment, and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the traffic control system shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer. Flagging costs will be paid for as provided in Section 12-2.02, "Flagging Costs," of the Standard Specifications.

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The adjustment provisions in Section 4-1.03, "Changes," of the Standard Specifications shall not apply to the item of traffic control system. Adjustments in compensation for traffic control system will be made only for increased or decreased traffic control system required by changes ordered by the Engineer and will be made on the basis of the cost of the increased or decreased traffic control necessary. The adjustment will be made on a force account basis as provided in Section 9-1.03, "Force Account Payment," of the Standard Specifications for increased work and estimated on the same basis in the case of decreased work."

In the Special Provisions, Section 10-1.27, "EXISTING HIGHWAY FACILITIES," subsection "REMOVE TRAFFIC STRIPE," the fourth paragraph is deleted.

In the Special Provisions, Section 10-1.27, "EXISTING HIGHWAY FACILITIES," subsection "REMOVE CONSTRUCT CHAIN LINK FENCE," is revised to read "REMOVE FENCE."

In the Special Provisions, Section 10-1.28, "BIOLOGICAL MONITOR," is moved from Section 10-1.27, "EXISTING HIGHWAY FACILITIES," and added as attached.

In the Special Provisions, Section 10-1.701, "SLOPE PAVING," is added as attached.

In the Special Provisions, Section 10-1.702, "ARCHITECTURAL TREATMENT (SLOPE PAVING)," is added as attached.

In the Special Provisions, Section 10-1.703, "BRIDGE DECK DRAINAGE SYSTEM," is added as attached.

In the Special Provisions, Section 10-1.704, "CHAIN LINK RAILING," is added as attached.

In the Special Provisions, Section 1-1.705, "ARCHITECTURAL FEATURE (CHAIN LINK RAILING)," is added as attached.

In the Special Provisions, Section 1-1.78, "CONCRETE BARRIER," the following paragraphs are added after the third paragraph:

"Concrete barrier (Type 732A) will be measured and paid for as concrete barrier (Type 732).
Concrete barrier (Type 726A) will be measured and paid for as concrete barrier (Type 26)."

In the Special Provisions, Section 13, "RAILROAD RELATIONS AND INSURANCE REQUIREMENTS," is added as attached.

In the Bid book, in the "Bid Item List," Items 25, 32, 35, 58, 61, 83, 127, 130, 133, 134, 139, 140, 142 and 146 are revised, Items 169, 170, 171, 172, 173, 174, 175, and 176 are added and Item 168 is deleted as attached.

To Bid book holders:

Replace pages 4, 5, 6, 7, 9, 10 and 11 of the "Bid Item List" in the Bid book with the attached revised pages 4, 5, 6, 7, 9, 10 and 11 of the Bid Item List. The revised Bid Item List is to be used in the bid.

Inquiries or questions in regard to this addendum must be communicated as a bidder inquiry and must be made as noted in the Notice to Bidders section of the Notice to Bidders and Special Provisions.

Indicate receipt of this addendum by filling in the number of this addendum in the space provided on the signature page of the Bid book.

Submit bids in the Bid book you now possess. Holders who have already mailed their book will be contacted to arrange for the return of their book.

Inform subcontractors and suppliers as necessary.

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This addendum, attachments and the modified wage rates are available for the Contractors' download on the Web site:

http://www.dot.ca.gov/hq/esc/oe/project_ads_addenda/08/08-456004

If you are not a Bid book holder, but request a book to bid on this project, you must comply with the requirements of this letter before submitting your bid.

Sincerely,

ORIGINAL SIGNED BY

REBECCA D. HARNAGEL
Chief, Office of Plans, Specifications & Estimates
Office Engineer
Division of Engineering Services

Attachments

5-1.07 COMPENSATION ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS

The provisions of this section shall apply only to the following contract items:

ITEM CODE	ITEM
016813	ASPHALT CONCRETE (TYPE A BOND BREAKER)
390131	HOT MIX ASPHALT
390134	HOT MIX ASPHALT (OPEN GRADED)
395000	LIQUID ASPHALT (PRIME COAT)

The compensation payable for asphalt binder used in hot mix asphalt will be increased or decreased in conformance with the provisions of this section for asphalt binder price fluctuations exceeding 10 percent (Iu/Ib is greater than 1.10 or less than 0.90) which occur during performance of the work.

The adjustment in compensation will be determined in conformance with the following formulae when the items of hot mix asphalt, asphalt concrete (Type A Bond Breaker), hot mix asphalt (open graded) or liquid asphalt (prime coat) are included in a monthly estimate:

- A. Total monthly adjustment = AQ
- B. For an increase in asphalt binder price index exceeding 10 percent:

$$A = 0.90 (1.1023) (Iu/Ib - 1.10) Ib$$

- C. For a decrease in asphalt binder price index exceeding 10 percent:

$$A = 0.90 (1.1023) (Iu/Ib - 0.90) Ib$$

- D. Where:

A = Adjustment in dollars per tonne of asphalt binder used to produce hot mix asphalt, hot mix asphalt (open graded) or asphalt concrete (Type A Bond Breaker) rounded to the nearest \$0.01.

Iu = The California Statewide Paving Asphalt Price Index which is in effect on the first business day of the month within the pay period in which the quantity subject to adjustment was included in the estimate.

Ib = The California Statewide Paving Asphalt Price Index for the month in which the bid opening for the project occurred.

Q = Quantity in tonnes of asphalt binder that was used in producing the quantity of hot mix asphalt shown under "This Estimate" on the monthly estimate using the amount of asphalt binder determined by the Engineer.

The adjustment in compensation will also be subject to the following:

- A. The compensation adjustments provided herein will be shown separately on payment estimates. The Contractor shall be liable to the State for decreased compensation adjustments and the Department may deduct the amount thereof from moneys due or that may become due the Contractor.
- B. Compensation adjustments made under this section will be taken into account in making adjustments in conformance with the provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications.
- C. In the event of an overrun of contract time, adjustment in compensation for asphalt binder included in estimates during the overrun period will be determined using the California Statewide Paving Asphalt Price Index in effect on the first business day of the month within the pay period in which the overrun began.

The California Statewide Paving Asphalt Price Index is determined each month on the first business day of the month by the Department using the median of posted prices in effect as posted by Chevron, ExxonMobil, and Union 76 for the Buena Vista, Huntington Beach, and Midway Sunset fields.

In the event that the companies discontinue posting their prices for a field, the Department will determine an index from the remaining posted prices. The Department reserves the right to include in the index determination the posted prices of additional fields.

The California Statewide Paving Asphalt Price Index is available on the Division of Engineering Services website at:

http://www.dot.ca.gov/hq/esc/oe/asphalt_index/astable.html

10-1.28 BIOLOGICAL MONITOR

Summary

The biological monitor shall be a qualified and authorized biologist as defined herein. The Contractor shall retain, and have on the project site, a biological monitor for operations for which a biologist is required by these specifications. The Contractor shall submit the name of the chosen biologist to the Engineer at least 10 days prior to the performance of work activities for approval. Approval of the biological monitor by the California Division of Fish and Game (CDFG), the United States Fish and Wildlife Service (USFWS) and the Department of Transportation is required prior to performing any work

Definitions

Qualified biologist: a person, with appropriate education, training and experience to conduct endangered species surveys, monitor project activities, provide worker education programs and supervise or perform other implementing actions.

Authorized biologist: a person, approved by the United States Fish and Wildlife Service, authorized to handle the Coachella Valley Fringe-toed Lizard in addition to performing the duties of a qualified biologist.

Endangered species: any animal species listed or nominated for listing as protected, threatened, or endangered by the California Department of Fish and Game and the United States Fish and Wildlife Service.

Monitoring Log: A written and electronic record containing the name of the biological monitor, a description of activities being performed by the Contractor, a pre-construction sweep of the project site and on site monitoring for the Coachella Valley Fringe-toed Lizard, supervision of the temporary fence (Type Wildlife) construction, all endangered species handling that may be required by these special provisions, an evaluation of the ESA and temporary fence (Type Wildlife), and any observation of or activity pertaining to the Coachella Valley fringe-toed lizard on the project site.

Submittals

Submit to the Engineer the name, business address, telephone number and qualifications of the proposed biological monitor within 5 days after approval of the contract. The Engineer has 5 days, from receipt of the submittal, to approve or reject the proposed designated biologist.

Monitoring Log

Your biological monitor must submit to the Engineer a Monitoring Log for each day that your employees are on the project site.

The Monitoring Log shall be submitted electronically and in signed, hard copy within 10 days of the date reported.

The log must be submitted in paper and electronic formats. Software used to prepare the log must be compatible with the current version of the Windows operating system and document processing software in use by the Engineer.

No later than 7 days after completion of construction, but prior to contract acceptance, your biologist shall prepare a report for the California Division of Fish and Game (CDFG), the United States Fish and Wildlife Service (USFWS) as stated in the Appended Programmatic Biological Opinion (3-30-2006). Two copies of this report shall be submitted to the Engineer prior to contract acceptance.

Regulatory Requirements

None.

MATERIALS

Not Used.

CONSTRUCTION

Not Used.

MEASUREMENT AND PAYMENT

The contract price paid per working day for Biological Monitor shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in a pre-construction sweep of the project site, on site monitoring, and all endangered species handling that may be required, as well as preparing and submitting reports, and conforming to the provisions of the Standard Specifications, these special provisions and as directed by the Engineer.

No adjustment shall be allowed under Section 4-1.03B "Increased or Decreased Quantities" of the Standard Specifications.

10-1.701 SLOPE PAVING

Slopes under the ends of bridges, where shown on the plans, shall be paved in conformance with the provisions in Section 72-6, "Slope Paving," of the Standard Specifications and these special provisions.

Attention is directed to "Architectural Treatment (Slope Paving)" of these special provisions.

Downdrains, where shown on the plans, shall conform to Section 68-1, Underdrains, of the Standard Specification.

Underdrains, where shown on the plans, shall conform to Section 69, Overside Drains, of the Standard Specifications.

Full compensation for downdrains and underdrains shall be considered as included in the contract price paid per cubic meter for slope paving (concrete) and no additional compensation will be allowed therefor.

The location of construction joints shall be subject to the approval of the Engineer. Placement of slope paving shall be scheduled so that the work, including placement, finishing, and application of curing, is completed in any section bounded by permissible construction joints on the same day that the work is started in that section.

Areas of slope paving shown on the plans to have a grooved finish shall be scored by dragging a finishing tool over the struck-off surface or by any other means which will result in a surface conforming to the details shown on the plans.

10-1.702 ARCHITECTURAL TREATMENT (SLOPE PAVING)

Architectural treatment on slope paving shall conform to the details shown on the plans and the provisions in Section 72-6, "Slope Paving," of the Standard Specifications and these special provisions.

The slope paving shall be colored in conformance with the provisions in Section 72-6.03, "Materials," of the Standard Specifications.

Attention is directed to "Prepare and Stain Concrete" of these special provisions for final color.

Areas of slope paving shown on the plans to have an exposed aggregate finish shall be constructed and finished in conformance with the following requirements:

- A. Coarse aggregate shall conform to the provisions for 25-mm x 4.75-mm primary size coarse aggregate in Section 90-3.02, "Coarse Aggregate Grading," of the Standard Specifications.
- B. Shotcrete shall not be used for the construction of exposed aggregate concrete.
- C. Coarse aggregates shall be exposed to a depth of approximately 5 mm to 10 mm. Exposed aggregate surfaces shall be uniform in appearance.
- D. At the option of the Contractor, a concrete set retarder may be applied to the surface of the concrete after placing, consolidating, and finishing of the concrete has been completed. The concrete set retarder shall be commercial quality, manufactured specifically for use on the top surface of concrete and shall be applied in accordance with the manufacturer's recommendations. The retarder shall effectively retard the setting time of the cement and fine aggregate matrix deep enough and long enough to permit exposing the aggregates.
- E. Care shall be taken in placing and consolidating the concrete such that the coarse aggregate remains uniformly distributed throughout the concrete.
- F. When the mass of the concrete has set sufficiently to permit removing the matrix of cement and fine aggregate, the coarse aggregate shall be exposed with a water spray, coarse brooming, abrasive blasting, or a combination of these procedures. Removal methods shall not dislodge or loosen the coarse aggregate from embedment in the cement mortar.
- G. Immediately after the cement mortar has hardened sufficiently to resist further removal, all cement film and other loose material shall be cleaned from the exposed aggregate and all other surfaces with stiff brooms and water.
- H. Except when operations for exposing the aggregate are underway, concrete shall be cured by the water method or with Type (6) curing compound in conformance with the provisions in Section 90-7.01B, "Curing Compound Method," of the Standard Specifications. Areas of concrete where curing compounds are removed during the cure period shall be kept continuously wet until the end of the cure period or until the curing compound is replaced.

Prior to placing the permanent slope paving, the Contractor shall construct a test panel to the size and shape shown on the plans at the site for approval by the Engineer. The test panel shall be constructed of the same materials as are proposed for the permanent work and shall be finished and cured as specified for the permanent work. Additional test panels shall be constructed as necessary until a panel is produced which conforms to the requirements herein, before constructing other slope paving.

Materials for the metal art work, as shown on the plans, shall conform to the requirements specified in these special provisions.

Prior to beginning any work on the fabrication of the metal artwork that will be attached to the slope paving, the contractor shall submit working drawings in conformance with the provisions in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications, showing complete details.

The Engineer shall be furnished complete, copies in triplicate, of all mill reports on steel materials furnished.

Art Work Steel shall be fabricated from welded or seamless members. Steel members shall conform to the requirements of ASTM A-53, Grade B structural steel conforming to ASTM A-36, or tubular sections of hot rolled mild steel, as shown on the plans.

Welding shall be performed in accordance with "Welding" of these special provisions. All butt welds on exposed surfaces shall be ground flush with adjacent surfaces and shall be true to dimensions.

Attention is directed to "Clean and Patina Finish Steel Plate" of these special provisions.

The contract price paid per square meter for architectural treatment (slope paving) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in architectural treatment of slope paving, complete in place, including test panels and working drawings, exposed aggregate, broom finish, coloring, furnishing and finishing and attaching metal artwork, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.703 BRIDGE DECK DRAINAGE SYSTEM

Bridge deck drainage systems shall conform to the provisions for miscellaneous bridge metal in Section 75, "Miscellaneous Metal," of the Standard Specifications and these special provisions.

Self-tapping screws used for sleeve connections shall be hex-head stainless steel, installed in holes drilled to fit the self-tapping screws, conforming to the requirements of ASTM Designation: A 276, Type 304.

At the Contractor's option, fiberglass pipes and fittings with the same diameter and minimum bend radius as those shown on the plans, may be substituted for welded steel pipe in deck drain systems.

Fiberglass pipe and fittings shall conform to the requirements in ASTM Designation: D 2996, and shall have a minimum short-term rupture strength of 207 MPa. The adhesive type recommended by the manufacturer shall be used for joining pipe and fittings. Fiberglass pipe not enclosed in a box girder cell or encased in concrete shall be manufactured from ultraviolet-resistant resin pigmented with concrete-gray color, or be coated with a concrete-gray resin-rich exterior coating. Paint shall not be used. Fiberglass pipe treated with ultraviolet protection shall withstand a minimum of 2500 hours of accelerated weathering when tested in conformance with the requirements in ASTM Designation: G 154. Lamps shall be UV-B (313 nm wavelength). The resting cycle shall be 4 hours of ultraviolet exposure at 60°C, and then 4 hours of condensate exposure at 50°C. After testing, the surface of the pipe shall exhibit no fiber exposure, crazing, or checking, and only a slight chalking or color change.

Support spacing for fiberglass pipe shall be the same as shown on the plans for welded steel pipe. Pipe supports shall have a width of not less than 38 mm.

A Certificate of Compliance for fiberglass pipe and fittings shall be furnished to the Engineer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications. The Certificate of Compliance shall include all laboratory test results conforming to the provisions specified herein.

For drainage piping NPS 8 or smaller, which is: (1) enclosed in a box girder cell and exposed for a length not greater than 6 m within the cell, or (2) encased in concrete, the Contractor shall have the option of substituting polyvinyl chloride (PVC) plastic pipe and fittings, with the same diameter and minimum bend radius as shown on the plans, for welded steel pipe.

The PVC plastic pipe and fittings shall be Schedule 40 conforming to the requirements of ASTM Designations: D 1785. The maximum support spacing for PVC plastic pipe shall be 2 m.

Couplings used to connect PVC plastic pipe or fiberglass pipe to steel shall be threaded or flanged. The sleeve connections shown on the plans shall not be used for either PVC plastic pipe or fiberglass pipe.

If PVC plastic pipe or fiberglass pipe is substituted for welded steel pipe, the quantity of drainage piping will be computed on the basis of the dimensions and details shown on the plans, and no change in the quantities to be paid for will be made because of the use of PVC plastic pipe or fiberglass pipe.

Bridge deck drainage systems will be measured and paid for by the kilogram in the same manner specified for miscellaneous metal (bridge) in Section 75-1.06, "Measurement," and Section 75-1.07, "Payment," of the Standard Specifications.

10-1.704 CHAIN LINK RAILING

Chain link railing shall conform to the provisions in Section 83-1, "Railings," of the Standard Specifications and these special provisions.

The chain link fabric shall be 9-gage (3.76 mm), Type IV, Class B, zinc coated fabric, conforming to the requirements in AASHTO Designation: M 181.

10-1.705 ARCHITECTURAL FEATURE (CHAIN LINK RAILING)

Architectural feature (chain link railing) shall conform to the details shown on the plans, the provisions in Section 83-1, "Railings," of the Standard Specifications and these special provisions. The architectural feature shall consist of basket weave graphic (including perforated plate steel, steel frame, special metal fence fabrics, and wire rope woven through the fabric and welded to the metal frame system, perforated plate steel vertical plant graphic, and other required hardware as shown on the plans.

The architectural features shall be attached to the chain link railing, as shown on the plans.

Frame members shall be structural steel shapes as shown on the plans. Structural steel shapes, plates, bars, bolts, nuts, and washers shall be structural steel conforming to the provisions in Section 55-2, "Material," of the Standard Specifications. Other fittings shall be commercial quality.

Required fittings and hardware shall be steel, malleable iron or wrought iron.

The bottom of the architectural feature shall be parallel with top of girder and the center spoke of the architectural feature shall be parallel with the chain link railing posts.

The hole size, stagger, open area, and thickness of perforated plate steel shall be as shown on the plans.

The Contractor shall submit architectural working drawings in conformance with the provisions in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications. In addition, the architectural working drawings shall include layout and attachment details.

PAYMENT

The contract price paid per square meter for the architectural feature (chain link railing) basket weave graphic and perforated plate steel vertical plant graphic shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in fabricating and installing architectural feature (chain link railing) basket weave graphic and perforated plate steel vertical plant graphic, complete in place, including hardware and working drawings, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

SECTION 13: RAILROAD RELATIONS AND INSURANCE REQUIREMENTS.

13-1.01 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 **Exhibit E** and to provide to the State and/or the Railroad all insurance policies, binders, certificates or endorsements that are set forth in Exhibit C of the Contractor's Right of Entry Agreement.

13-1.02 RAILROAD REQUIREMENTS

The Contractor shall provide to Mr. Dan J. Miller, Manager, Industry and Public Projects, 2015 So. Willow Street, Bloomington, California, 92316, Telephone: (909) 685-2288 and the Engineer, in writing, the advance notice requirements set forth in Section 1 of **Exhibit B** 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 (with CPUC approval)

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 8-1.09, "Right of Way 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 (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 100-meter (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.

13-1.03 PROTECTION OF RAILROAD FACILITIES

Upon the advance notification provided to the Railroad as set forth in Section 1 of Exhibit B 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 the Railroad's Manager of Track Maintenance at (909) 685-2154. 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 Dollars (\$1,000.00) per day and that the Railroad has estimated a total of two hundred (200) days of flagging. The State shall pay the Railroad for all actual flagging costs incurred by the Railroad under this Project.

13-1.04 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 13-1.03 "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.

13-1.05 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 8-1.09, "Right of Way Delays," of the Standard Specifications.

If a delay due to work by the Railroad occurs, an extension of time determined pursuant to the provisions in Section 8-1.07, "Liquidated Damages," of the Standard Specifications will be granted.

13-1.06 LEGAL RELATIONS

The provisions of Section 13-1, "Relations with Railroad Company," and the provisions of Section 13-2, "Railroad Protective Insurance," of these special provisions shall inure directly to the benefit of the Railroad.

13-2 INSURANCE AND ENDORSEMENTS

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.** 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 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 24 17 10 01 (or substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
 - Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.
- B. Business Automobile Coverage insurance.** Business auto coverage written on ISO form CA 00 01 (or substitute form providing equivalent liability coverage) with a combined single limit of not less than \$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 "Union Pacific Property" as the Designated Job Site.
 - Motor Carrier Act Endorsement – Hazardous materials clean up (MCS-90) if required by law.

C. Worker's Compensation and Employer's Liability insurance coverage must include but not be limited to:

- 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 Contractor is self-insured, evidence of state approval and excess worker's 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 \$2,000,000 per occurrence and an aggregate of \$6,000,000. 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.

F. Pollution Liability insurance. Pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of a least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

Other Requirements

G. 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.

- H.** Before Contractor commences any work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as “Additional Insured” in the subcontractor’s Commercial Liability policy and Business Automotive policies with respect to all liabilities arising out of the subcontractor’s performance of work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute form providing equivalent coverage); (2) require each of its subcontractors to endorse their Commercial General Liability Policy with “Contractual Liability Railroads” ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automotive Policy with “Coverage for Certain Operations In Connection With Railroads” ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.
- I.** 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.
- J.** 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.
- K.** Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.
- L.** 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.
- M.** 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 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 C** 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 B** 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 13-2 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 13-2 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. 2422-65

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 (909) 685-2154 the advance notice required in Section 1 of **Exhibit B** 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: _____

UNION PACIFIC RAILROAD
MINIMUM REQUIREMENTS

PART 1 – GENERAL

1.01 DESCRIPTION

This project includes construction work within the Right-of-Way and/or properties of the Union Pacific Railroad Company "UPRR" and adjacent to tracks, wire lines and other facilities. This section describes the special requirements for coordination with UPRR when work by the Contractor will be performed upon, over or under the UPRR Right-of-Way or may impact current or future UPRR operations. The Contractor will coordinate with UPRR while performing the work outlined in this Contract, and shall afford the same cooperation with UPRR as it does with the Agency. All submittals and work shall be completed in accordance with UPRR Guidelines and AREMA recommendations as modified by these minimum special requirements or as directed in writing by the UPRR Designated Representative.

For purposes of this project, the UPRR Designated Representative shall be the person or persons designated by the UPRR Manager of Industry and Public Projects to handle specific tasks related to the project.

1.02 DEFINITION OF AGENCY AND CONTRACTOR

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

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

1.03 UPRR CONTACTS

The primary UPRR point of contact for this project is:

Dan J. Miller
Manager Industry and Public Projects
Union Pacific Railroad Company
2015 S. Willow Street
Bloomington, California 92316
Phone: (909) 685-2288
Fax: (402) 997-4284

For UPRR flagging services and track work, contact:

Ryan Staples
Manager Track Maintenance
Union Pacific Railroad Company
235 West 5th Place
Beaumont, California 92223
Phone: (909) 685-2154
Fax: (402) 997-4837

1.04 REQUEST FOR INFORMATION / CLARIFICATION

All Requests for Information ("RFI") involving work within any UPRR Right-Of-Way shall be in accordance with the procedures listed elsewhere in these bid documents. All RFI's shall be submitted to the Engineer of Record. The Engineer of Record will submit the RFI to the UPRR Designated Representative for review and approval for corresponding to work within the UPRR Right-Of-Way. The Contractor shall allow four (4) weeks for the review and approval process by UPRR.

1.05 PLANS / SPECIFICATIONS

The plans and specifications for this project, affecting the UPRR, are subject to the written approval by the UPRR and changes in the plans may be required after award of the Contract. Such changes are subject to the approval of the Agency and the UPRR.

PART 2 – UTILITIES AND FIBER OPTIC

All installations shall be constructed in accordance with current AREMA recommendations and UPRR specifications and requirements. UPRR general guidelines and the required application forms for utility installations can be found on the UPRR website at www.uprr.com.

3.01 GENERAL

- A. Contractor shall perform all work in compliance with all applicable UPRR and FRA 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 UPRR and the traffic moving on such tracks, or the wires, signals and other property of UPRR, its tenants or licensees, at or in the vicinity of the work. UPRR 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. Construction activities will be permitted within 12 feet of the centerline of operational tracks only if absolutely necessary and UPRR's Designated Representative grants approval. Construction activities within 12 feet 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 25 feet from nearest rail.
- D. The Contractor is also advised that new railroad facilities within the project may be built by UPRR and that certain Contractor's activities cannot proceed until that work is completed. The 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 the UPRR.

3.02 RAILROAD OPERATIONS

A. The Contractor shall be advised that trains and/or equipment are expected on any track, at any time, in either direction. Contractor shall become familiar with the 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. Activities may include both through moves and switching moves to local customers. Railroad traffic and operations will occur continuously throughout the day and night on these tracks and shall be maintained at all times as defined herein. The 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 the Agency's and the UPRR's 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 25 feet of the nearest track, a UPRR flag person will be required. At the direction of the UPRR flag person, upon approach of a train, and when trains are present on the tracks, the tracks must be cleared (i.e., no construction equipment, materials or personnel within 25 feet, or as directed by the UPRR Designated Representative, from the tracks). Conditional Work Windows are available for the 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 UPRR, Public Utilities Commission (PUC) 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, the UPRR will perform inspections of the work prior to placing that track back into service. UPRR flag persons will be required for construction activities requiring an Absolute Work Window. Absolute Work Windows will not generally be granted. Any request will require a detailed explanation for UPRR review.

3.03 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, the UPRR, the Contractor shall execute the Contractor's Endorsement that is a part of the Right of Entry Agreement to be signed by UPRR and Agency. There is a fee for processing of the agreement. This cost shall be borne by the Contractor. Contractor shall submit a copy of the executed agreement and the insurance policies, binders, certificates and endorsements set forth therein to the Agency prior to commencing work on UPRR property. The right of entry agreement shall specify working time frames, flagging and inspection requirements, and any other items specified by the UPRR.
- B. The Contractor shall give the advance notice to the UPRR as required in the Right of Entry Agreement before commencing work in connection with construction upon or over UPRR's Right-of-Way and shall observe UPRR's rules and regulations with respect thereto.
- C. All work upon UPRR's Right-of-Way shall be done at such times and in such manner so as not to interfere with or endanger the operations of UPRR. Whenever work may affect the operations or safety of trains, the method of doing such work shall first be submitted to UPRR's Designated Representative for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor, which requires flagging and/or inspection service, shall be deferred until the flagging protection required by UPRR is available at the job site. See Section 3.18 for railroad flagging requirements.
- D. The 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.

The Contractor shall provide a written confirmation notice to the UPRR at least 48 hours before commencing work in connection with approved work windows when work will be performed within 25 feet of any track center line. 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 UPRR, the Contractor shall make such provisions. If in the judgment of UPRR's Designated Representative such provisions are insufficient, the UPRR's Designated Representative may require or provide such provisions as deemed necessary. In any event, such provisions shall be at the Contractor's expense and without cost to the UPRR. UPRR or the 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 UPRR's Designated Representative, the Contractor's operations could endanger UPRR's operations. In the event such an order is given, Contractor shall immediately notify the Agency of the order.

3.04 INSURANCE

Contractor shall not begin work upon or over UPRR's Right-of-Way until UPRR has been furnished the insurance policies, binders, certificates and endorsements required by the Right-of-Entry Agreement and UPRR's Designated Representative has advised the Agency that such insurance is in accordance with the Agreement. The 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 UPRR's property and cleans the premises in a manner reasonably satisfactory to UPRR.

3.05 RAILROAD SAFETY ORIENTATION

All personnel employed by the Contractor and all subcontractors must complete the UPRR course "Orientation for Contractor's Safety," and be registered prior to working on UPRR property. This orientation is available at: www.contractororientation.com. This course is required to be completed annually.

3.06 COOPERATION

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

3.07 MINIMUM CONSTRUCTION CLEARANCES FOR FALSEWORK AND OTHER TEMPORARY STRUCTURES

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

- A. 12' - 0" horizontal from centerline of track
- B. 21' - 0" vertically above top of rail.

For construction clearance less than listed above, local Operating Unit review and approval is required.

3.08 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 UPRR's Designated Representative through the Agency at least 30 days in advance of the work and shall not be undertaken until approved in writing by the UPRR's Designated Representative.
- C. No work shall commence until the Contractor receives in writing assurance from UPRR's Designated Representative that arrangements have been made for flagging service, as may be necessary and receives permission from UPRR's Designated Representative to proceed with the work.

3.09 CONSTRUCTION AND AS-BUILT SUBMITTALS

- A. Submittals are required for construction materials and procedures as outlined below. The submittals shall include all review comments from the Agency and the Engineer of Record. All design submittals shall be stamped and signed by a Professional Engineer registered in the State of California.
- B. The tables below provide UPRR's minimum submittal requirements for the construction items noted. Submittal requirements are in addition to those specified elsewhere in these bid documents. The minimum review times indicated below represent UPRR's requirements only. The Contractor shall allow additional time for the Agency's review time as stated elsewhere in these bid documents.
- C. Submittals shall be made by the Agency to the UPRR Manager of Industry and Public Projects unless otherwise directed by the Railroad. Items in Table 1 shall be submitted for both railroad overpass and underpass projects, as applicable. Items in Table 2 shall be submitted for railroad underpass projects only.

TABLE 1

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>SETS REQD.</u>	<u>UPRR's Minimum Review Time</u>
1	Shoring design and details	4	4 weeks
2	Falsework design and details	4	4 weeks
3	Drainage design provisions	4	4 weeks
4	Erection diagrams and sequence	4	4 weeks
5	Demolition diagram and sequence	4	4 weeks

Prior to or during construction of railroad underpass structures, the UPRR requires the review of drawings, reports, test data and material data sheets to determine compliance with the specifications. Product information for items noted in Table 2 be submitted to UPRR's Designated Representative through the Agency for their own review and approval of the material. The signed submittal and the Agency's review comments will be reviewed by UPRR or their consultant. If a consultant performs the reviews, the consultant may reply directly to the Agency or its Designated Representative after consultation with UPRR. Review of the submittals will not be conducted until after review by the Agency or its Designated Representative. Review of the submittal items will require a minimum of four (4) weeks after receipt from the Agency.

TABLE 2

ITEM	DESCRIPTION	SETS REQD.	NOTES
1	Shop drawings	4	Steel and Concrete members
2	Bearings	4	For entire structures
3	Concrete Mix Designs	4	For entire structures
4	Rebar & Strand certifications	4	For superstructure only
5	28 day concrete strength	4	For superstructure only
6	Waterproofing material certifications and installation procedure	4	Waterproofing & protective boards
7	Structural steel certifications	4	All fracture critical members & other members requiring improved notch toughness
8	Fabrication and Test reports	4	All fracture critical members & other members requiring improved notch toughness
9	Welding Procedures and Welder Certification	4	AWS requirements
10	Foundation Construction Reports	4	Pile driving, drilled shaft construction, bearing pressure test reports for spread footings
11	Compaction testing reports for backfill at abutments	4	Must meet 95% maximum dry density, Modified Proctor ASTM D1557

D. As-Built Records shall be submitted to the UPRR within 60 days of completion of the structures. These records shall consist of the following items:

E.

Overpass Projects

1. Electronic files of all structure design drawings with as-constructed modifications shown, in Microstation J or Acrobat .PDF format.
2. Hard copies of all structure design drawings with as-constructed modifications shown.

Underpass Projects

1. Electronic files of all structure design drawings with as-constructed modifications shown, in Microstation J or Acrobat .PDF format.
2. Hard copies of all structure design drawings with as-constructed modifications shown.
3. Final approved copies of shop drawings for concrete and steel members.
4. Foundation Construction Reports
5. Compaction testing reports for backfill at abutments

3.10 APPROVAL OF DETAILS

The details of the construction affecting the UPRR tracks and property not already included in the Contract Plans shall be submitted to UPRR's Designated Representative through the Agency for UPRR'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.

3.11 MAINTENANCE OF RAILROAD FACILITIES

- A. The 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 UPRR's right of way and to repair any other damage to the property of UPRR, or its tenants.
- B. All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.
- C. The Contractor must submit a proposed method of erosion control and have the method reviewed by the UPRR prior to beginning any grading on the Project Site. Erosion control methods must comply with all applicable local, state and federal regulations.

3.12 SITE INSPECTIONS BY UPRR's DESIGNATED REPRESENTATIVE

- A. In addition to the office reviews of construction submittals, site inspections may be performed by UPRR's Designated Representative at significant points during construction, including but not limited to the following:
 - 1. Preconstruction meetings.
 - 2. Pile driving, drilling of caissons or drilled shafts.
 - 3. Reinforcement and concrete placement for railroad bridge substructure and/or superstructure.
 - 4. Erection of precast concrete or steel bridge superstructure.
 - 5. Placement of waterproofing (prior to placing ballast on bridge deck).
 - 6. Completion of the bridge structure.
- B. Site inspection is not limited to the milestone events listed above. Site visits to check progress of the work may be performed at any time throughout the construction as deemed necessary by UPRR.
- C. A detailed construction schedule, including the proposed temporary horizontal and vertical clearances and construction sequence for all work to be performed, shall be provided to the Agency for submittal to UPRR's Designated Representative 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.

3.13 UPRR REPRESENTATIVES

- A. UPRR representatives, conductors, flag person or watch person will be provided by UPRR at expense of the Agency or Contractor (as stated elsewhere in these bid documents) to protect UPRR facilities, property and movements of its trains or engines. In general, UPRR will furnish such personnel or other protective services as follows:
 - 1. When any part of any equipment is standing or being operated within 25 feet, measured horizontally, from centerline of any track on which trains may operate, or when any object is off the ground and any dimension thereof could extend inside the 25 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 UPRR's Designated Representative, track or other UPRR facilities may be subject to settlement or movement.
3. During any clearing, grubbing, excavation or grading in proximity to UPRR facilities, which, in the opinion of UPRR's Designated Representative, may endanger UPRR facilities or operations.
4. During any contractor's operations when, in the opinion of UPRR's Designated Representative, UPRR facilities, including, but not limited to, tracks, buildings, signals, wire lines, or pipe lines, may be endangered.
5. The Contractor shall arrange with the UPRR Designated Representative to provide the adequate number of flag persons to accomplish the work.

3.14 WALKWAYS REQUIRED

Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending to a line not less than twelve feet (12') from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while UPRR's flagman service is provided shall be removed before the close of each work day. Walkways with railings shall be constructed by Contractor over open excavation areas when in close proximity of track, and railings shall not be closer than 8' – 6" horizontally from center line of tangent track or 9' – 6" horizontally from centerline of curved track.

3.15 COMMUNICATIONS AND SIGNAL LINES

If required, UPRR will rearrange its communications and signal lines, its grade crossing warning devices, train signals and tracks, and facilities that are in use and maintained by UPRR's forces in connection with its operation at expense of the Agency. This work by UPRR will be done by its own forces and it is not a part of the Work under this Contract.

3.16 TRAFFIC CONTROL

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

3.17 CONSTRUCTION EXCAVATIONS

- A. The 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 UPRR "Guidelines for Temporary Shoring."
- B. The Contractor shall contact UPRR's "Call Before Your Dig" at least 48 hours prior to commencing work at 1-800-336-9193 during normal business hours (6:30 a.m. to 8:00 p.m. central time, Monday through Friday, except holidays - also a 24 hour, 7 day a week number for emergency calls) to determine location of fiber optics. If a telecommunications system is buried anywhere on or near UPRR property, the Contractor will coordinate with UPRR and the Telecommunication Company(ies) to arrange for relocation or other protection of the system prior to beginning any work on or near UPRR property.

3.18 RAILROAD FLAGGING

Performance of any work by the Contractor in which person(s) or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach within twenty-five (25) feet of any track, may require railroad flagging services or other protective measures. Contractor shall give the advance notice to the UPRR as required in the "Contractor's Right of Entry Agreement" before commencing any such work, so that the UPRR may determine the need for flagging or other protective measures to ensure the safety of the railroad's operations. Contractor shall comply with all other requirements regarding flagging services covered by the "Contractor's Right of Entry Agreement." Any costs associated with failure to abide by these requirements will be borne by the Contractor.

3.19 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 UPRR, promptly remove from the Right-of-Way of UPRR 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 and presentable condition to satisfaction of UPRR.

EXHIBIT I

**CALTRANS
RIGHT OF ENTRY AGREEMENT**

THIS AGREEMENT is made and entered into as of _____20_____, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation (hereinafter "Railroad") and **STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION** (hereinafter "Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

ARTICLE 1 - DEFINITION OF LICENSEE

For purposes of this Agreement, all references in this Agreement to Licensee shall include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

ARTICLE 2 - RIGHT GRANTED; PURPOSE

Railroad hereby grants to Licensee the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the portion of Railroad's property located at or near Milepost _____, on Railroad's _____ Subdivision located at or near Thousand Palms, Riverside County, California, for the purpose of performing work relating to (the "Work"), is in the general location shown on the print dated _____, marked **Exhibit A**, attached hereto and hereby made a part hereof. The right herein granted to Licensee is limited to those portions of Railroad's property specifically described herein, or designated by the Railroad representative named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS A, B, C, D AND E

The terms and conditions contained in **Exhibit B, Exhibit C, Exhibit D** and **Exhibit E**, attached hereto, are hereby made a part of this Agreement.

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY LICENSEE; RAILROAD REPRESENTATIVE

A. Licensee shall bear any and all costs and expenses associated with any work performed by Licensee, or any costs or expenses incurred by Railroad relating to this Agreement.

B. Licensee shall coordinate all of its work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

Dan J. Miller
Manager Industry and Public Projects
Union Pacific Railroad Company
2015 S. Willow Street
Bloomington, California 92316
Phone (909) 685-2288
Fax (402) 997-4284

C. Licensee, at its own expense, shall adequately police and supervise all Work to be performed by Licensee and shall ensure that such Work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Licensee for safe conduct and adequate policing and supervision of Licensee's work shall not be lessened or otherwise affected by Railroad's approval of the plans and specifications involving the Work, or by Railroad's collaboration in performance of any of the Work, or by the presence at the work site of a Railroad Representative, or by compliance by Licensee with any requests or recommendations made by the Railroad Representative.

ARTICLE 5 - TERM; TERMINATION

A. The grant of right herein made to Licensee shall commence on the date of this Agreement, and continue until **January 12, 2012 (End of Project Date)**, unless sooner terminated as herein provided, or at such time as Licensee has completed its Work on Railroad's property, whichever is earlier. Licensee agrees to notify the Railroad Representative in writing when it has completed its Work on Railroad's property.

B. Railroad may terminate this Agreement if it reasonably determines in good faith that Licensee has failed to comply with any of the material terms and conditions of this Agreement and has not cured such failure within ten (10) days after receiving notice (oral or written) from Railroad describing such failure in reasonable detail.

ARTICLE 6 - INSURANCE - CONTRACTOR ENDORSEMENT

A. Licensee is self-insured. Licensee shall provide Railroad defense and indemnification at least equal to the defense, indemnification and insurance provisions (including the endorsements) contained in **Exhibit C**. Nothing herein shall be deemed to insure Railroad against its sole negligence or willful misconduct.

B. In the event any of the Work to be done upon the property of Railroad is to be done by a contractor or subcontractor of Licensee, said contractor or subcontractor may have the benefit of the license herein granted, while performing work for Licensee, provided such contractor or subcontractor agrees to be subject to and bound by the terms and conditions of this Agreement by: (1) executing an endorsement to this Agreement in the form set forth in Contractor's Endorsement marked **Exhibit E**, attached hereto, (2) providing to Railroad the insurance policies, certificates, binders, and/or endorsements described in **Exhibit C**, and (3) providing to Railroad the insurance endorsements required under Section 12 of **Exhibit B** of this Agreement.

C. All insurance correspondence, certificates, endorsements, binders or originals shall be sent to:

Union Pacific Railroad Company
1600 Douglas St., Mail Stop 1690
Omaha, NE 68179-1690
Attn: Director, Contracts
Folder No.: 2422-65

ARTICLE 7 - CHOICE OF FORUM

Unless otherwise preempted by applicable federal laws, rules or regulations, this Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Litigation arising out of or connected with this Agreement may be instituted and maintained in the courts of the State of California only, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation, in those courts, and consent to service of process issued by such courts.

ARTICLE 8 - REMOVAL OF CONTRACTOR/SUBCONTRACTOR EMPLOYEE

At the request of Railroad, Licensee shall remove from Railroad property any contractor, subcontractor, officer, agent and/or employee of Licensee who fails to conform to the instructions of the Railroad Representative in connection with the Work on Railroad's property, and any right of Licensee shall be suspended until such removal has occurred. Licensee shall indemnify Railroad against any claims arising from the removal of any such contractor, subcontractor, officer, agent and/or employee from Railroad property.

ARTICLE 9 - ADMINISTRATIVE FEE

Upon the execution and delivery of this Agreement, Licensee shall pay to Railroad _____ Dollars (\$_____) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this Agreement.

ARTICLE 10 -SPECIAL PROVISIONS

A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Licensee without the prior written permission of Railroad.

B. Explosives or other highly flammable substances shall not be stored on Railroad property without the prior written approval of the Railroad Representative.

C. The parties agree that this agreement is not, and is not intended to be, a construction contract for purposes of Cal. Civ. Code § 2782(a). Accordingly, to the maximum extent permitted by law, the provisions of Cal. Civ. Code § 2782(a), as interpreted by the California courts in Southern Pacific Transportation Co. v. Sandyland Protective Association, 224 Cal.App.3d 1494, 274 Cal.Rptr. 626 (1990), and in other past and future cases, shall not apply to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: _____
Title: _____

**STATE OF CALIFORNIA,
DEPARTMENT OF TRANSPORTATION**

By: _____
Title: _____

EXHIBIT A

TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Exhibit A will be a print showing the general location of the right of entry area.

EXHIBIT B

TO
CALTRANS RIGHT OF ENTRY AGREEMENT

Section 1. NOTICE OF COMMENCEMENT OF WORK - FLAGGING.

a. Licensee agrees to notify the Railroad Representative at least ten (10) working days in advance of Licensee commencing its Work and at least ten (10) working days in advance of proposed performance of any Work by Licensee in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No Work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such 10-day notice, the Railroad Representative will determine and inform Licensee whether a flagman need be present and whether Licensee need implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, such services will be provided at Licensee's expense with the understanding that if Railroad provides any flagging or other services, Licensee shall not be relieved of any of its responsibilities or liabilities set forth herein. Licensee shall promptly pay to Railroad all charges connected with such services within 30 days after presentation of a bill therefor.

b. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight hour day for the class of persons used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the Work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health & welfare, supplemental sickness, Railroad Retirement & UC, supplemental pension, Employee's Liability & Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee shall pay on the basis of the new rates and charges.

c. Reimbursement to Railroad will be required covering the full eight hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though the Licensee may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days-notice must then be given to Railroad if flagging services are needed again after such five (5) day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

a. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be reasonably done at any time or times by Railroad without liability to Licensee or to any other party for compensation or damages.

b. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATION OF RAILROAD AND ITS TENANTS.

a. Licensee shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including, without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Licensee at any time that would in any manner impair the safety of such operations. When not in use, Licensee's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroad's tracks except at existing open public crossings.

b. Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Licensee caused by such railroad operations and work are expected by Licensee, and Licensee agrees that Railroad shall have no liability to Licensee, or any other person or entity for any such delays. Licensee shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Licensee.

Section 4. LIENS.

Licensee shall pay in full all persons who perform labor or provide materials for the work to be performed by Licensee. Licensee shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such work performed. Licensee shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

a. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, and shall commence no work on the right of way until all such protection or relocation has been accomplished.

b. In addition to other indemnity provisions in this Agreement, Licensee shall, pursuant to Cal. Gov. Code §14662.5, indemnify and hold Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of Licensee, its contractor, agents and/or employees that proximately causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractors, agents and/or employees, on Railroad's property. Licensee shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the work covered by this Agreement, Licensee shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work, including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

a. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Licensee. Licensee shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Licensee shall at a minimum comply with Railroad's safety standards listed in **Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Railroad if Licensee determines that any of Railroad's safety standards are contrary to good safety practices. Licensee shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

b. Without limitation of the provisions of paragraph A above, Licensee 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.

c. Licensee shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Licensee shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Licensee shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.

d. If and when requested by Railroad, Licensee shall deliver to Railroad a copy of Railroad's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Licensee to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

Section 8. INDEMNITY.

a. To the extent not prohibited by Cal. Gov. Code §14662.5, Licensee shall indemnify, defend and hold harmless Railroad, its affiliates, and its and their officers, agents and employees ("Indemnified Parties") from and against any and all loss, damage, injury, liability, claim, demand, cost or expense (including, without limitation, attorney's, consultant's and expert's fees, and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, any Indemnified Party, Licensee, or any employee of Licensee or of any Indemnified Party) arising out of or in any manner connected with (i) any Work performed by Licensee, or (ii) any act or omission of Licensee, its officers, agents or employees, or (iii) any breach of this agreement by Licensee.

b. To the extent not prohibited by Cal. Gov. Code §14662.5, the right to indemnity under this Section 8 shall accrue upon occurrence of the event giving rise to the Loss, and shall apply regardless of any negligence or strict liability of any Indemnified Party, except where the Loss is caused by the sole active negligence or willful misconduct of an Indemnified Party as established by the final judgment of a court of competent jurisdiction. The sole active negligence or willful misconduct of any Indemnified Party shall not bar the recovery of any other Indemnified Party.

c. To the extent not prohibited by Cal. Gov. Code §14662.5, Licensee expressly and specifically assumes potential liability under this Section 8 for claims or actions brought by Licensee's own employees. Licensee waives any immunity it may have under worker's compensation or industrial insurance acts to indemnify Railroad under this Section 8. Licensee acknowledges that this waiver was mutually negotiated by the parties hereto.

d. To the extent not prohibited by Cal. Gov. Code §14662.5, no court or jury findings in any employee's suit pursuant to any worker's compensation act or the Federal Employer's Liability Act against a party to this Agreement may be relied upon or used by Licensee in any attempt to assert liability against Railroad.

e. The provisions of this Section 8 shall survive the completion of any Work performed by Licensee or the termination or expiration of this Agreement. To the extent not prohibited by Cal. Gov. Code §14662.5, in no event shall this Section 8 or any other provision of this Agreement be deemed to limit any liability Licensee may have to any Indemnified Party by statute or under common law.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Licensee to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the Work to be performed by Licensee, then in that event Licensee shall, as soon as possible and at Licensee's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Licensee shall remove all of Licensee's tools, equipment and materials from Railroad's property promptly upon completion of the Work, restoring Railroad's property to the same state and condition as when Licensee entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this Agreement shall be effective unless made in writing and signed by Licensee and Railroad. This Agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Licensee and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Licensee.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this Agreement, or any interest therein, without the written consent of Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" in the subcontractor's Commercial General Liability policy and Business Automobile policies with respect to all liabilities arising out of the subcontractor's performance of work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

**Exhibit C
TO
CALTRANS
RIGHT OF ENTRY AGREEMENT**

INSURANCE PROVISIONS

Contractor shall, at its sole cost and expense, procure and maintain during the course of the Project and until all Project work on Railroad's property has been completed and the Contractor has removed all equipment and materials from Railroad's property and has cleaned and restored Railroad's property to Railroad's satisfaction, the following insurance coverage:

- 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 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

- B. **Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 (or 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 "Union Pacific Property" 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 \$2,000,000 per occurrence and an aggregate of \$6,000,000. 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.
- F. Pollution Liability insurance.** Pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of work as defined in this Agreement included the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

Other Requirements

- G.** 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.
- H.** 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.
- I.** 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.
- J.** Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.

- K.** 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.

- L.** 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.

EXHIBIT D
TO
CALTRAN'S RIGHT OF ENTRY AGREEMENT

MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Licensee as well as all employees of any subcontractor or agent of Licensee.

I. Clothing

- A. All employees of Licensee will 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.

Specifically, Licensee's employees must wear:

- (i) Waist-length shirts with sleeves.
 - (ii) Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
 - (iii) Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.
- B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.
- C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

II. Personal Protective Equipment

Licensee shall require its employees to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

- (i) Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Licensee's company logo or name.
- (ii) Eye protection that meets American National Standard (ANSI) 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, etc.
- (iii) Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:
 - 100 feet of a locomotive or roadway/work equipment
 - 15 feet of power operated tools
 - 150 feet of jet blowers or pile drivers
 - 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)
 -
- (iv) Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

III. On Track Safety

Licensee is responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety Rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

- (i) Maintain a distance of twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.
- (ii) Wear an orange, reflectorized workwear approved by the Railroad Representative.
- (iii) Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Licensee must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Licensee will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

IV. Equipment

- A. It is the responsibility of Licensee to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Licensee's equipment is unsafe for use, Licensee shall remove such equipment from the Railroad's property. In addition, Licensee must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:
 - Familiar and comply with Railroad's rules on lockout/tagout of equipment.
 - Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
 - Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other railbound equipment.
- B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.
- C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.
- D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

V. General Safety Requirements

- A. Licensee shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.
- B. Licensee shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.

- C. All track work performed by Licensee meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.
- D. All employees comply with the following safety procedures when working around any railroad track:
 - (i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
 - (ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
 - (iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment if the opening is less than one car length (50 feet).
 - (iv) Avoid walking or standing on a track unless so authorized by the employee in charge.
 - (v) Before stepping over or crossing tracks, look in both directions first.
 - (vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.
- E. All employees must comply with all federal and state regulations concerning workplace safety.

EXHIBIT E
TO
CALTRANS RIGHT OF ENTRY AGREEMENT

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 in connection with State's Project No. _____ covering work in _____ County, California, and the insurance requirements set forth in Exhibit C 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 B 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 13-2 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 13-2 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.: Director, Contracts
Folder No. 2422-65

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 B 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 B before commencing any work on the Railroad's property.

E. The Contractor agrees to also provide to the Railroad's Manager-Track Maintenance at (909) 685-2154 the advance notice required in Section 1 of Exhibit B 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: _____

Date: _____

**BID ITEM LIST
08-456004**

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
21	120166	CHANNELIZER (SURFACE MOUNTED) (LEFT IN PLACE)	EA	13		
22	120300	TEMPORARY PAVEMENT MARKER	EA	3550		
23	128650	PORTABLE CHANGEABLE MESSAGE SIGN	EA	6		
24	129000	TEMPORARY RAILING (TYPE K)	M	6040		
25	150605	REMOVE FENCE	M	1350		
26	150704	REMOVE YELLOW THERMOPLASTIC TRAFFIC STRIPE	M	10 600		
27	150714	REMOVE THERMOPLASTIC TRAFFIC STRIPE	M	9340		
28	150715	REMOVE THERMOPLASTIC PAVEMENT MARKING	M2	100		
29	150722	REMOVE PAVEMENT MARKER	EA	5920		
30	150742	REMOVE ROADSIDE SIGN	EA	58		
31	150763	REMOVE SIGN PANEL	EA	4		
32	150771	REMOVE ASPHALT CONCRETE DIKE	M	56		
33	150820	REMOVE INLET	EA	3		
34	150821	REMOVE HEADWALL	EA	1		
35	150860	REMOVE BASE AND SURFACING	M3	5410		
36	151266	SALVAGE DOUBLE THRIE BEAM BARRIER	M	1280		
37	151272	SALVAGE METAL BEAM GUARD RAILING	M	170		
38	152392	RELOCATE ROADSIDE SIGN (WOOD POST)	EA	7		
39	152402	ADJUST WATER VALVE COVER TO GRADE	EA	12		
40	152423	ADJUST MONUMENT TO GRADE	EA	3		

**BID ITEM LIST
08-456004**

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
41	152440	ADJUST MANHOLE TO GRADE	EA	1		
42	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT	M2	8340		
43	153210	REMOVE CONCRETE	M3	31		
44	156579	REMOVE BRIDGE RAILING	M	23		
45	160101	CLEARING AND GRUBBING	LS	LUMP SUM	LUMP SUM	
46	190101	ROADWAY EXCAVATION	M3	141 000		
47	190110	LEAD COMPLIANCE PLAN	LS	LUMP SUM	LUMP SUM	
48 (F)	192003	STRUCTURE EXCAVATION (BRIDGE)	M3	3740		
49 (F)	193003	STRUCTURE BACKFILL (BRIDGE)	M3	2810		
50	198001	IMPORTED BORROW	M3	556 000		
51	198007	IMPORTED MATERIAL (SHOULDER BACKING)	TONN	210		
52	203016	EROSION CONTROL (TYPE D)	HA	18		
53 (F)	208038	NPS 3 SUPPLY LINE (BRIDGE)	M	183		
54	208733	300 MM CORRUGATED HIGH DENSITY POLYETHYLENE PIPE	M	140		
55	260201	CLASS 2 AGGREGATE BASE	M3	14 000		
56	280000	LEAN CONCRETE BASE	M3	1230		
57	016813	ASPHALT CONCRETE (TYPE A BOND BREAKER)	TONN	670		
58	390131	HOT MIX ASPHALT	TONN	28 800		
59	390134	HOT MIX ASPHALT (OPEN GRADED)	TONN	850		
60	394053	SHOULDER RUMBLE STRIP (HMA,GROUND-IN INDENTATIONS)	M	3350		

**BID ITEM LIST
08-456004**

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
61	394073	PLACE HOT MIX ASPHALT DIKE (TYPE A)	M	61		
62	394074	PLACE HOT MIX ASPHALT DIKE (TYPE C)	M	16		
63	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)	M	1780		
64	394077	PLACE HOT MIX ASPHALT DIKE (TYPE F)	M	110		
65	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	M2	48		
66	395000	LIQUID ASPHALT (PRIME COAT)	TONN	70		
67	401000	CONCRETE PAVEMENT	M3	1840		
68	401066	CONCRETE PAVEMENT (RAMP TERMINI)	M3	460		
69	404092	SEAL PAVEMENT JOINT	M	4390		
70	404094	SEAL LONGITUDINAL ISOLATION JOINT	M	30		
71	016814	400 MM CAST-IN-DRILLED-HOLE CONCRETE PILE	M	160		
72	499042	FURNISH CAST-IN-STEEL-SHELL CONCRETE PILING (914 MM)	M	498		
73	499043	DRIVE CAST-IN-STEEL-SHELL CONCRETE PILE (914 MM)	EA	20		
74	500001	PRESTRESSING CAST-IN-PLACE CONCRETE	LS	LUMP SUM	LUMP SUM	
75	510051	STRUCTURAL CONCRETE, BRIDGE FOOTING	M3	747		
76 (F)	510053	STRUCTURAL CONCRETE, BRIDGE	M3	4600		
77 (F)	042032	STRUCTURAL CONCRETE, CRASH WALL	M3	240		
78 (F)	510086	STRUCTURAL CONCRETE, APPROACH SLAB (TYPE N)	M3	441		
79	510410	CLASS 1 CONCRETE (STRUCTURE)	M3	560		
80	510502	MINOR CONCRETE (MINOR STRUCTURE)	M3	75		

**BID ITEM LIST
08-456004**

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
81	042033	ARCHITECTURAL TREATMENT (COLUMNS)	M2	194		
82	042034	ARCHITECTURAL TREATMENT (SLOPE PAVING)	M2	120		
83	042035	ARCHITECTURAL FEATURE (CHAIN LINK RAILING)	M2	560		
84	517961	SOUND WALL (BARRIER) (MASONRY BLOCK)	M2	200		
85	518201	MASONRY BLOCK WALL	M2	32		
86	519142	JOINT SEAL (MR 40 MM)	M	80		
87	519144	JOINT SEAL (MR 50 MM)	M	84		
88	520101	BAR REINFORCING STEEL	KG	68 900		
89 (F)	520102	BAR REINFORCING STEEL (BRIDGE)	KG	657 700		
90 (F)	042036	BAR REINFORCING STEEL (CRASH WALL)	KG	20 700		
91 (F)	560218	FURNISH SIGN STRUCTURE (TRUSS)	KG	18 600		
92 (F)	560219	INSTALL SIGN STRUCTURE (TRUSS)	KG	18 600		
93	560234	FURNISH LAMINATED PANEL SIGN (25.4 MM-TYPE A)	M2	46		
94	560236	FURNISH LAMINATED PANEL SIGN (63.5 MM-TYPE B)	M2	12		
95	560238	FURNISH SINGLE SHEET ALUMINUM SIGN (1.6 MM-UNFRAMED)	M2	53		
96	560239	FURNISH SINGLE SHEET ALUMINUM SIGN (2.0 MM-UNFRAMED)	M2	92		
97	560241	FURNISH SINGLE SHEET ALUMINUM SIGN (1.6 MM-FRAMED)	M2	2		
98	560242	FURNISH SINGLE SHEET ALUMINUM SIGN (2.0 MM-FRAMED)	M2	19		
99	561013	1372 MM CAST-IN-DRILLED-HOLE CONCRETE PILE (SIGN FOUNDATION)	M	6		
100	561015	1524 MM CAST-IN-DRILLED-HOLE CONCRETE PILE (SIGN FOUNDATION)	M	16		

**BID ITEM LIST
08-456004**

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
121	705337	600 MM ALTERNATIVE FLARED END SECTION	EA	2		
122	705339	900 MM ALTERNATIVE FLARED END SECTION	EA	1		
123	721024	ROCK SLOPE PROTECTION (1/4T, METHOD B)	M3	80		
124 (F)	721810	SLOPE PAVING (CONCRETE)	M3	247		
125	727901	MINOR CONCRETE (DITCH LINING)	M3	26		
126	729010	ROCK SLOPE PROTECTION FABRIC	M2	240		
127	731502	MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION)	M3	680		
128 (F)	750001	MISCELLANEOUS IRON AND STEEL	KG	4910		
129 (F)	750505	BRIDGE DECK DRAINAGE SYSTEM	KG	1900		
130	800391	CHAIN LINK FENCE (TYPE CL-1.8)	M	1620		
131	810116	SURVEY MONUMENT (TYPE D)	EA	1		
132	820107	DELINEATOR (CLASS 1)	EA	130		
133	820130	OBJECT MARKER	EA	9		
134	832003	METAL BEAM GUARD RAILING (WOOD POST)	M	170		
135	832070	VEGETATION CONTROL (MINOR CONCRETE)	M2	360		
136 (F)	833033	CHAIN LINK RAILING (TYPE 7 MODIFIED)	M	356		
137 (F)	833140	CONCRETE BARRIER (TYPE 26)	M	178		
138	839311	DOUBLE THRIE BEAM BARRIER (WOOD POST)	M	12		
139 (F)	839521	CABLE RAILING	M	89		
140	839541	TRANSITION RAILING (TYPE WB)	EA	8		

**BID ITEM LIST
08-456004**

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
141	839568	TERMINAL ANCHOR ASSEMBLY (TYPE SFT)	EA	4		
142	839584	ALTERNATIVE IN-LINE TERMINAL SYSTEM	EA	4		
143	839585	ALTERNATIVE FLARED TERMINAL SYSTEM	EA	6		
144	839701	CONCRETE BARRIER (TYPE 60)	M	370		
145	839703	CONCRETE BARRIER (TYPE 60C)	M	800		
146 (F)	839720	CONCRETE BARRIER (TYPE 732)	M	187		
147	839734	CONCRETE BARRIER (TYPE 736SV)	M	88		
148	016816	CONCRETE BARRIER (TYPE 60R MOD)	M	120		
149	840515	THERMOPLASTIC PAVEMENT MARKING	M2	400		
150	840560	THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)	M	55 800		
151	850101	PAVEMENT MARKER (NON-REFLECTIVE)	EA	3920		
152	850111	PAVEMENT MARKER (RETROREFLECTIVE)	EA	4700		
153	860090	MAINTAINING EXISTING TRAFFIC MANAGEMENT SYSTEM ELEMENTS DURING CONSTRUCTION	LS	LUMP SUM	LUMP SUM	
154	860251	SIGNAL AND LIGHTING (LOCATION 1)	LS	LUMP SUM	LUMP SUM	
155	860252	SIGNAL AND LIGHTING (LOCATION 2)	LS	LUMP SUM	LUMP SUM	
156	016817	SIGNAL AND LIGHTING (COUNTY)	LS	LUMP SUM	LUMP SUM	
157	016818	LIGHTING (RAILROAD BRIDGE)	LS	LUMP SUM	LUMP SUM	
158	016819	LIGHTING (COUNTY STREET)	LS	LUMP SUM	LUMP SUM	
159	860703	INTERCONNECTION CONDUIT AND CABLE	LS	LUMP SUM	LUMP SUM	
160	016820	CONDUIT (BRIDGE)	LS	LUMP SUM	LUMP SUM	

**BID ITEM LIST
08-456004**

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
161	016821	VEHICLE DETECTION SYSTEM	LS	LUMP SUM	LUMP SUM	
162	861349	REMOVE EXISTING SIGNAL SYSTEM	LS	LUMP SUM	LUMP SUM	
163	861501	MODIFY SIGNAL AND LIGHTING	LS	LUMP SUM	LUMP SUM	
164	861504	MODIFY LIGHTING AND SIGN ILLUMINATION	LS	LUMP SUM	LUMP SUM	
165	016822	MODIFY SIGNAL AND LIGHTING (COUNTY)	LS	LUMP SUM	LUMP SUM	
166	016823	MODIFY EMERGENCY VEHICLE DETECTOR	LS	LUMP SUM	LUMP SUM	
167	016824	EMERGENCY VEHICLE DETECTOR	LS	LUMP SUM	LUMP SUM	
168	BLANK					
169	192037	STRUCTURE EXCAVATION (RETAINING WALL)	M3	220		
170	193013	STRUCTURE BACKFILL (RETAINING WALL)	M3	270		
171 (F)	193031	PERVIOUS BACKFILL MATERIAL (RETAINING WALL)	M3	15		
172 (F)	510060	STRUCTURAL CONCRETE, RETAINING WALL	M3	62		
173 (F)	520103	BAR REINFORCING STEEL (RETAINING WALL)	KG	4750		
174	731517	MINOR CONCRETE (GUTTER)	M	16		
175	802676	7.3 M CHAIN LINK GATE (TYPE CL-1.8)	EA	1		
176	999990	MOBILIZATION	LS	LUMP SUM	LUMP SUM	

TOTAL BID: _____