

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



FORM APPROVED COUNTY COUNSEL
BY: PH Victor 5/2/13
DATE: _____
MARSHAL VICTOR

FROM: TLMA - Transportation Department

SUBMITTAL DATE:
May 2, 2013

SUBJECT: Construction and Maintenance Agreement between the Union Pacific Railroad Company (UPRR), the County of Riverside (County), and the City of Jurupa Valley (City) for the proposed Clay Street Railroad Grade Separation Project

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Construction and Maintenance Agreement between the UPRR, the County, and the City for the proposed Clay Street Railroad Grade Separation Project; and
2. Authorize the Chairman of the Board to execute the same.

Patricia Romo
Assistant Director of Transportation

Patricia Romo

Juan C. Perez
Director of Transportation and Land Management

CSS:css

(Continued On Attached Pages)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 1,739,840	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2013/2014
SOURCE OF FUNDS: Prop 1B TCIF (60%), CMAQ (40%) Project No; B7-0753 There are no General Funds used in this project.				Positions To Be Deleted Per A-30 <input type="checkbox"/>
				Requires 4/5 Vote <input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Tina Grande*
Tina Grande

County Executive Office Signature

Dept't Recomm.: Consent Policy

Per Exec. Ofc.: Consent Policy

5/2/13
RECEIVED & RESIDUE COUNSEL

Prev. Agn. Ref. 04/02/13 3.14 | **District:** 2/2 | **Agenda Number:**

3-28

The Honorable Board of Supervisors

RE: Construction and Maintenance Agreement between the Union Pacific Railroad Company (UPRR), the County of Riverside (County), and the City of Jurupa Valley (City) for the proposed Clay Street Railroad Grade Separation Project

May 2, 2013

Page 2 of 3

BACKGROUND: Clay Street is a four-lane major highway that connects Limonite Avenue to the north and Van Buren Boulevard to the south. A UPRR at-grade crossing currently exists on Clay Street just east of Van Buren Boulevard in the Indian Hills area of Riverside County. The County Transportation Improvement Program provides for improvements to the existing UPRR at-grade crossing located on Clay Street, which is located within the jurisdictional boundaries of the City.

The proposed project will grade separate Clay Street as an underpass (depressed roadway) under a proposed railroad bridge structure that will maintain the UPRR mainline track at the current grade and provide the following benefits to the public:

- Improve vehicular traffic circulation, public safety, and provide uninterrupted and efficient access for motorists, residents, businesses, pedestrians, and emergency vehicles in the area.
- Contribute to enhancing the operational characteristics (i.e., speed, efficiency, and reliability) of freight and passenger trains through Riverside County by eliminating conflicts between railroad traffic and vehicle traffic.
- Substantially reduce particulate matter from idling vehicles, causing a reduction in greenhouse gas emissions.

On July 29, 2008, the Board of Supervisors approved Resolution No. 2008-352 and the Project Baseline Agreement between the County (sponsoring agency), the California Transportation Commission (funding agency), and the California Department of Transportation - Caltrans (oversight agency) to secure Trade Corridor Improvement Funds (TCIF) for the construction phase of this project. This project has been identified to receive \$12.5 million from the TCIF program. TCIF funding requirements include a stipulation that a construction contract for the project must be executed on or before December 31, 2013. The TCIF guidelines also require a dollar to dollar match for the TCIF funds. The County has secured Congestion Mitigation and Air Quality Improvement (CMAQ) Program funds for this project, of which \$7.4 million were initially approved by the Riverside County Transportation Commission (RCTC) in December 2007. CMAQ funds were increased to \$12.8 million by the RCTC on Feb. 13, 2013 to recognized the project overall costs.

The project now lies within the jurisdiction of the City since its incorporation. The City desires to have the County maintain responsibility for completing the project.

On February 26, 2013, the Board of Supervisors approved a Cooperative Agreement between the County and the City that identifies each agency's responsibility regarding performance of the design and right-of-way services for the project.

On April 2, 2013, the Board of Supervisors approved Resolution No. 2013-082, amending the Baseline Agreement to address changes to the project schedule and funding.

This construction and maintenance agreement is scheduled to go to the Jurupa Valley City Council meeting on May 16, 2013.

The Honorable Board of Supervisors

RE: Construction and Maintenance Agreement between the Union Pacific Railroad Company (UPRR), the County of Riverside (County), and the City of Jurupa Valley (City) for the proposed Clay Street Railroad Grade Separation Project

May 2, 2013

Page 3 of 3

This agreement provides the terms and conditions under which UPRR will allow the County to construct and the City to maintain the proposed improvements. The terms also require the County to reimburse the railroad for the following anticipated items to be provided by UPRR:

UPRR Expenses (Paid to UPRR by County)

Temporary Construction License	\$369,717
Easement	<u>\$50,128</u>
	\$419,845
Flagging Estimate	\$650,000
Inspection and Engineering Review Estimate	\$147,500
Material and Force Account	<u>\$522,495</u>
	\$1,319,995

PUBLIC HIGHWAY UNDERPASS CROSSING AGREEMENT

AMONG

UNION PACIFIC RAILROAD COMPANY

THE

CITY OF JURUPA VALLEY

AND THE

COUNTY OF RIVERSIDE

COVERING THE

CONSTRUCTION, MAINTENANCE AND USE OF
THE NEW CLAY STREET UNDERPASS GRADE
SEPARATED PUBLIC ROAD CROSSING

DOT NO.: 410-993U

AT

RAILROAD MILE POST 50.84 – LOS ANGELES SUBDIVISION

IN

PEDLEY (JURUPA VALLEY)
RIVERSIDE COUNTY,
CALIFORNIA

Contract No. 13-04-006
Riverside Co. Transportation

UPRR Folder No.: 2769-14

UPRR Audit No.: _____

PUBLIC HIGHWAY UNDERPASS CROSSING AGREEMENT

Clay Street – DOT No. 410-993U
Railroad Mile Post 50.84 – Los Angeles Subdivision
Pedley (Riverside), Riverside County, California

THIS AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 20____ ("Effective Date"), by and among **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at Real Estate Department, 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179-1690 ("Railroad") and the **CITY OF JURUPA VALLEY**, a municipal corporation of the State of California to be addressed at 8304 Limonite Avenue, Suite M, Jurupa Valley, California 92509 ("City"), and the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California to be addressed at 3525 14th Street, Riverside, California 92501 ("County"). The City and the County are sometimes referenced together as the "City/County".

RECITALS:

- A. Presently, the City, without an agreement, utilizes the Railroad's right of way for an at-grade street or highway crossing for Clay Street at Railroad Mile Post 50.84, (DOT No. 906-015V), on Railroad's Los Angeles Subdivision at Pedley (Jurupa Valley), in Riverside County, California (the "Original Crossing Area").
- B. The City and the County now desire to undertake as their project (the "Project") the closure of the existing at-grade crossing for Clay Street and the construction of a new grade separated underpass bridge (the "Structure") that will allow the Railroad's train traffic to traverse over Clay Street at Railroad Mile Post 50.84, (DOT No. 410-993U), (the "Crossing Area") as the Crossing Area is shown on the Railroad Location Print marked **Exhibit A** and as detailed on the Detailed Prints collectively marked **Exhibit A-1**, each attached hereto and hereby make a part hereof.
- C. The construction of the Structure will also necessitate the construction of a temporary railroad shoofly (the "Shoofly") as shown on the Shoofly Track Print marked **Exhibit A-2**, and described in the Legal Description identified as Parcel No. 0753-004D, marked **Exhibit A-3**, each attached hereto and hereby made a part hereof, to provide for the Railroad's continued railroad operations during the Project.
- D. Under this Agreement, the Railroad will be granting to the City permanent rights for the areas identified as Parcel Nos. 0753-004A, 0753-004B, 0753-004C, and 0753-004E and described in the Legal Descriptions collectively marked **Exhibit A-4** and illustrated on the

Survey Prints collectively marked **Exhibit A-5**, with each exhibit being attached hereto and hereby made a part hereof (the "Permanent Rights Area").

E. The Railroad, the City and the County are entering into this Agreement to cover the above.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

ARTICLE 1. EXHIBITS B AND D.

The General Terms and Conditions marked **Exhibit B**, and the Railroad's Coordination Requirements marked **Exhibit D**, are attached hereto and hereby made a part hereof.

ARTICLE 2. RAILROAD GRANTS RIGHT.

A. Upon completion of the execution of this Agreement and Railroad's receipt from the County of **FIFTY THOUSAND ONE HUNDRED TWENTY EIGHT DOLLARS (\$50,128.00)**, the Railroad shall execute and deliver to the City an Easement in the form marked **Exhibit F**, attached hereto and hereby made a part hereof, for the property described and shown on **Exhibits A-4 and A-5**.

B. Upon completion of the execution of this Agreement and Railroad's receipt from the County of **THREE HUNDRED SIXTY NINE THOUSAND SEVEN HUNDRED SEVENTEEN DOLLARS (\$369,717.00)**, the Railroad hereby grants to the City and/or the County temporary construction rights to use the portion of Railroad's property shown and described and shown on **Exhibits A-3**. The City/County's use of such property shall be subject to the terms and conditions of this Agreement and the obligation of City/County and its contractors to comply with such provisions. The temporary rights granted herein shall commence as of the effective date of this Agreement and continue for twenty-four (24) months, or until the Project has been completed, whichever occurs earlier.

ARTICLE 3. DEFINITION OF CONTRACTOR

For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by the City and/or the County to perform any Project work on any portion of the Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

ARTICLE 4. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT – INSURANCE

A. Prior to Contractor performing any work within the Crossing Area involving the Project, and any subsequent maintenance or repair work, the County shall require the Contractor to:

- execute the Railroad's then current Contractor's Right of Entry Agreement
- obtain the then current insurance required in the Contractor's Right of Entry Agreement; and
- provide such insurance policies, certificates, binders and/or endorsements to the Railroad.

B. The Railroad's current Contractor's Right of Entry Agreement is marked **Exhibit E**, attached hereto and hereby made a part hereof. The City/County confirms that they will inform their

Contractor that it is required to execute such form of agreement and obtain the required insurance before commencing any work on any Railroad property. Under no circumstances will the Contractor be allowed on the Railroad's property without first executing the Railroad's Contractor's Right of Entry Agreement and obtaining the insurance set forth therein and also providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.

- C. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

*Senior Manager - Contracts
Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, Mail Stop 1690
Omaha, NE 68179-1690
UPRR Folder No. 2769-14*

- D. If the County's own employees will be performing any of the Project work, the County may self-insure all or a portion of the insurance coverage subject to the Railroad's prior review and approval.

ARTICLE 5. FEDERAL AID POLICY GUIDE

If the City and/or the County will be receiving any federal funding for the Project, the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B are incorporated into this Agreement by reference.

ARTICLE 6. NO PROJECT EXPENSES TO BE BORNE BY RAILROAD

The City and/or the County agree that no Project costs and expenses are to be borne by the Railroad. In addition, the Railroad is not required to contribute any funding for the Project.

ARTICLE 7. WORK TO BE PERFORMED BY THE RAILROAD; BILLING SENT TO COUNTY - COUNTY'S PAYMENT OF BILLS

- A. The work to be performed by the Railroad, at the County's sole cost and expense, is described in the Material and Force Account Estimate dated March 25, 2013, marked **Exhibit C**, and the Railroad Flagging & Inspection Estimate dated April 3, 2013, marked **Exhibit C-1**, each attached hereto and hereby made a part hereof (collectively the "Estimate"). As set forth in the Estimate, the Railroad's estimated cost for the Railroad's work associated with the Project is \$1,319,995.00.
- B. The Railroad, if it so elects, may recalculate and update the Estimate submitted to the County in the event the County does not commence construction on the portion of the Project located on the Railroad's property within six (6) months from the date of the Estimate.
- C. The County agrees to reimburse the Railroad within thirty (30) days of its receipt of billing from the Railroad for one hundred percent (100%) of all actual costs incurred by the Railroad in connection with the Project including, but not limited to, all actual costs of engineering review (including preliminary engineering review costs incurred by Railroad prior to the

Effective Date of this Agreement), construction, inspection, flagging (unless flagging costs are to be billed directly to the Contractor), procurement of materials, equipment rental, manpower and deliveries to the job site and all direct and indirect overhead labor/construction costs including Railroad's standard additive rates.

ARTICLE 8. PLANS

- A. The County, at its expense, shall prepare, or cause to be prepared by others, the detailed plans and specifications for the Project and the Structure and submit such plans and specifications to the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, for prior review and approval. The plans and specifications shall include all appurtenances, associated drainage, shoring, sheeting and excavations for bents and/or abutments next to or adjacent to the Railroad's tracks and, if applicable, all demolition and removal plans for the existing structure.
- B. The final one hundred percent (100%) completed plans that are approved in writing by the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, are hereinafter referred to as the "Plans". The Plans are hereby made a part of this Agreement by reference.
- C. No changes in the Plans shall be made unless the Railroad has consented to such changes in writing.
- D. Upon completion of the Structure, the County, at its expense, shall furnish to the Railroad two (2) sets of reproducible "as constructed" Plans of the Structure.
- E. The Railroad's review and approval of the Plans in no way relieves the County or the Contractor from their responsibilities, obligations and/or liabilities under this Agreement, and will be given with the understanding that the Railroad makes no representations or warranties as to the validity, accuracy, legal compliance or completeness of the Plans and that any reliance by the County or Contractor on the Plans is at the risk of the County and Contractor.

ARTICLE 9. NON-RAILROAD IMPROVEMENTS

- A. Submittal of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non-railroad owned facilities (the "Non Railroad Facilities") affected by the Project including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences is required under Section 8. The Non Railroad Facilities plans and specifications shall comply with Railroad's standard specifications and requirements, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines. Railroad has no obligation to supply additional land for any Non Railroad Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or pursue compensation in any condemnation action, regardless if the submitted Non Railroad Facilities plans and specifications comply with Railroad's standard specifications and requirements. Railroad has no obligation to permit any Non Railroad Facilities to be abandoned in place or relocated on Railroad's property.
- B. Upon Railroad's approval of submitted Non Railroad Facilities plans and specifications, Railroad will attempt to incorporate them into new agreements or supplements of existing agreements with Non Railroad Facilities owners or operators. Railroad may use its standard

terms and conditions, including, without limitation, its standard license fee and administrative charges when requiring supplements or new agreements for Non Railroad Facilities. Non Railroad Facilities work shall not commence before a supplement or new agreement has been fully executed by Railroad and the Non Railroad Facilities owner or operator, or before Railroad and County mutually agree in writing to (i) deem the approved Non Railroad Facilities plans and specifications to be Plans pursuant to Section 8B, (ii) deem the Non Railroad Facilities part of the Structure, and (iii) supplement this Agreement with terms and conditions covering the Non Railroad Facilities.

ARTICLE 10. SHOOFLY WORK

- A. The County, at its expense, shall perform all grading, drainage and embankment work for the Shoofly (including the portions at both ends of the Shoofly that the Railroad will be constructing or realigning in order to connect the Shoofly to its existing trackage) to the satisfaction and standards of the Railroad and in compliance with the Plans and all specifications and guidelines furnished by the Railroad to the County.
- B. If the County or its Contractor needs to bring any borrow material onto the job site to accomplish such grading and embankment work, the borrow material shall be first tested by the County or its Contractor, at the County's sole expense, to determine if the borrow material is acceptable to Railroad including, without limitation, ensuring (1) that the borrow material meets specifications and standards provided by the Railroad to the County and (ii) that the borrow material does not contain any contamination or naturally occurring radiologic material or any other material deemed under any applicable current federal, state or local agency law, statute, rule or regulation to be of environmental concern.
- C. The County, at its expense, shall supply and lay all sub-ballast material upon the grading and embankment described in Paragraph A above to the standards and satisfaction of the Railroad and in compliance with the Plans and all specifications and guidelines that have been furnished by the Railroad to the County.
- D. The Railroad, at the County's expense, shall furnish, install and maintain the rail and ties, or shift, realign and maintain the existing railroad tracks, as the case may be, on the portions of the Shoofly that connect to the Railroad's existing trackage out to the clearance points on the Shoofly.
- E. Except as set forth in Paragraph D above, the County shall supply and install all ties, track and other material to the satisfaction of the Railroad and in compliance with the Plans and all specifications and guidelines furnished by the Railroad to the County.
- F. Except as provided in Paragraph D above, during the Project, the County, at its expense, shall maintain and repair the Shoofly to the standards and satisfaction of the Railroad.
- G. Upon completion of the Project, the Railroad, at the County's expense, shall remove the rail and ties that it installed under Paragraph D above. Salvage credits, if any, due the County shall be set forth in the Railroad's Estimate described in Section 7A.
- H. Upon completion of the Project, the County, at its expense, shall remove all rails, ties and ballast installed by it for the Shoofly to the standards and satisfaction of the Railroad and in compliance with the Plans, and all specifications and guidelines, furnished by the Railroad to the County. The County shall retain all salvage with respect to material described in this Paragraph H.

ARTICLE 11. DEFERRED SEASONING

The County acknowledges that conditions inherent in the construction of the Structure may delay the complete stabilization of the structure and Railroad's trackage including, without limitation, new embankment, cuts or fills beyond the construction period. Railroad's operation over such areas during this seasoning period may impose extraordinary maintenance costs in the event of caving, sliding, slipping, sinking or settling, including, without limitation, damage to rip-rapping or protective work in connection therewith, as well as settlement and consolidation of tracks and ballast, until such seasoning period is complete. Therefore, the County shall pay to the Railroad all that part of the cost and expense of extraordinary maintenance costs as described in this Article 11 (hereinafter referred to as "Deferred Seasoning") associated with the Project which can be attributed to the partial or complete failure of sub-grade and/or embankment, settlement, and consolidation of sub-ballast, or roadbed, or any combination thereof, which is incurred during the period commencing immediately following completion of such work by the County or its Contractor and ending five (5) years thereafter. The Deferred Seasoning costs aforesaid shall include reimbursement of the extra cost, in excess of normal maintenance costs, of maintaining embankments and sub-grade and that portion of said tracks above sub-grade in accordance with acceptable maintenance standards, and will include cost of maintaining proper alignment, proper surface and use of ballast and other necessary materials. The work of such Deferred Seasoning repair shall normally be performed by the Railroad either with its own forces or through a responsible contractor employed by the Railroad.

ARTICLE 12. RAILROAD'S COORDINATION REQUIREMENTS

The County, at its expense, shall ensure that the Contractor complies with all of the terms and conditions contained in the Railroad's Coordination Requirements that are described in **Exhibit D**, attached hereto and hereby made a part hereof, and other special guidelines and/or requirements that the Railroad may provide to the County for this Project.

ARTICLE 13. EFFECTIVE DATE; TERM; TERMINATION

- A. This Agreement shall become effective as of the Effective Date first herein written and shall continue in full force and effect for as long as the Structure remains on the Railroad's property.
- B. The Railroad, if it so elects, may terminate this Agreement effective upon delivery of written notice to the City and/or the County in the event the County does not commence construction on the portion of the Project located on the Railroad's property within twelve (12) months from the Effective Date.
- C. If the Agreement is terminated as provided above, or for any other reason, the County shall pay to the Railroad all actual costs incurred by the Railroad in connection with the Project up to the date of termination, including, without limitation, all actual costs incurred by the Railroad in connection with reviewing any preliminary or final Project Plans.

**ARTICLE 14. CONDITIONS TO BE MET BEFORE
COUNTY CAN COMMENCE WORK**

Neither the County nor the Contractor may commence any work within the Crossing Area or on any other Railroad property until:

- (i) The Railroad, the City and County have executed this Agreement.
- (ii) The Railroad has provided to the County the Railroad's written approval of the Plans.
- (iii) Each Contractor has executed Railroad's Contractor's Right of Entry Agreement and has obtained and/or provided to the Railroad the insurance policies, certificates, binders, and/or endorsements set forth in the Contractor's Right of Entry Agreement.
- (iv) Each Contractor has given the advance notice(s) required under the Contractor's Right of Entry Agreement to the Railroad Representative named in the Contractor's Right of Entry Agreement.

ARTICLE 15. FUTURE PROJECTS

Future projects involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Structure shall not commence until the Railroad and the City agree on the plans for such future projects, cost allocations, right of entry terms and conditions and temporary construction rights, terms and conditions.

ARTICLE 16. ASSIGNMENT; SUCCESSORS AND ASSIGNS

- A. The City and/or the County shall not assign this Agreement without the prior written consent of Railroad.
- B. Subject to the provisions of Paragraph A above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Railroad, the City and the County.

**ARTICLE 17. SPECIAL PROVISIONS PERTAINING TO AMERICAN
RECOVERY AND REINVESTMENT ACT OF 2009**

If the City and/or the County will be receiving American Recovery and Reinvestment Act ("ARRA") funding for the Project, the City/County agree that they will be responsible in performing and completing all ARRA reporting documents for the Project. The City/County confirm and acknowledges that Section 1512 of the ARRA provisions applies only to a "recipient" receiving ARRA funding directing from the federal government and, therefore, (i) the ARRA reporting requirements are the responsibility of the City/County and not of the Railroad, and (ii) the County shall not delegate any ARRA reporting responsibilities to the Railroad. The City/County also confirm and acknowledges that (i) the Railroad shall provide to the City/County the Railroad's standard and customary billing for expenses incurred by the Railroad for the Project including the Railroad's standard and customary documentation to support such billing, and (ii) such standard and customary billing and documentation from the Railroad provides the information needed by the City/County to perform and complete the ARRA reporting documents. The Railroad confirms that the City/County and the Federal Highway

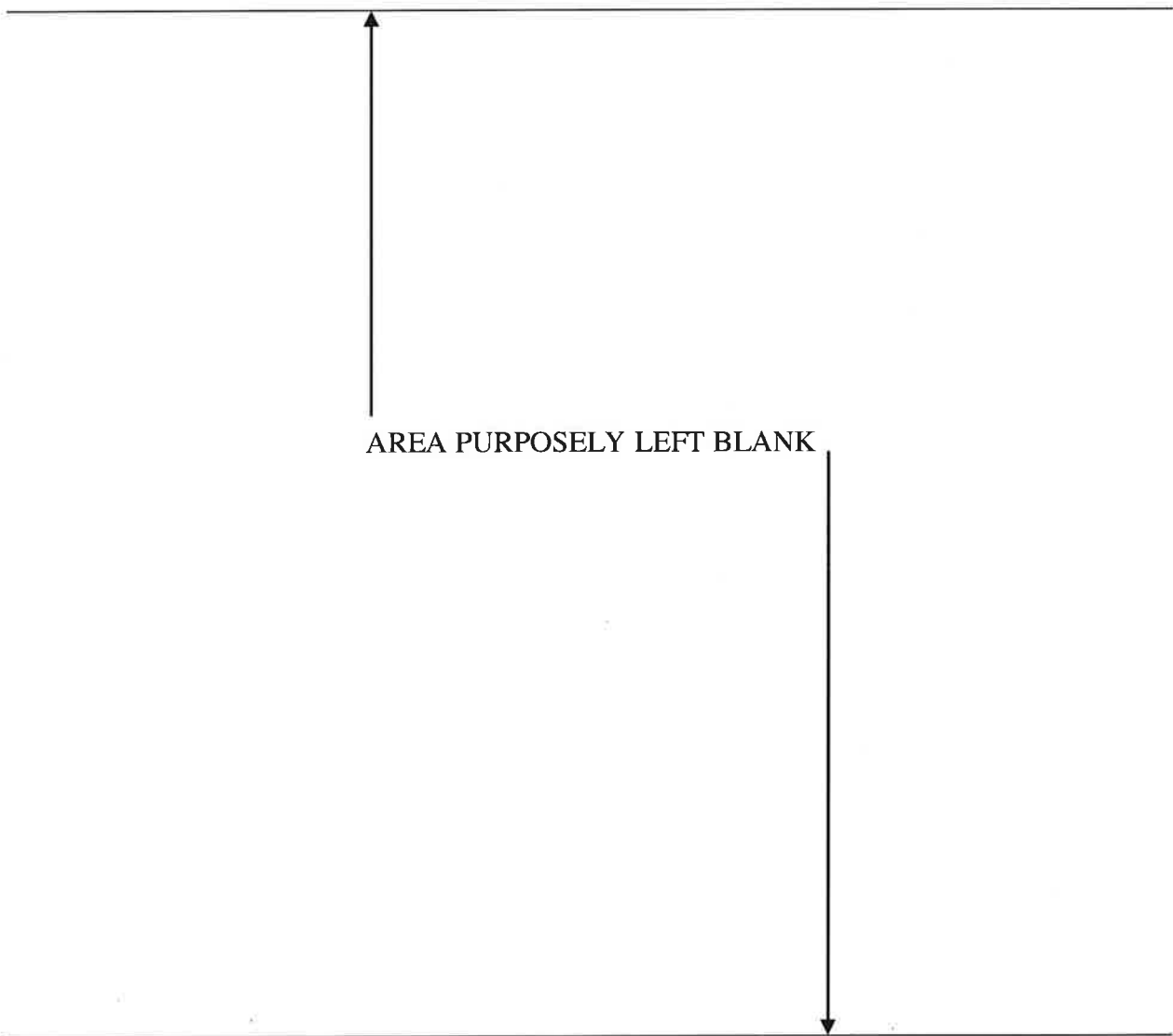
Administration shall have the right to audit the Railroad's billing and documentation for the Project as provided in **Exhibit B** of this Agreement.

ARTICLE 18. GOVERNING LAW

Unless otherwise preempted by applicable Federal laws, rules or regulations, this Agreement shall be construed in accordance with the laws of the State of California.

ARTICLE 19. AUTHORITY TO ENTER INTO AGREEMENT

The Railroad, the City and the County confirm that the individuals signing on behalf of the Railroad, the City and the County, as applicable, have the authority to sign this Agreement and to bind such party.



IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date first herein written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID #94-6001323)

By _____
DANIEL A. LEIS
General Director Real Estate

ATTEST:

CITY OF JURUPA VALLEY

By _____

By _____

Printed Name: _____

Title: _____

(SEAL)

Pursuant to Resolution/Order No. _____
dated _____, 20____,
hereto attached

ATTEST:

COUNTY OF RIVERSIDE

By _____

By _____

Printed Name: _____

Title: _____

(SEAL)

Pursuant to Resolution/Order No. _____
dated _____, 20____,
hereto attached

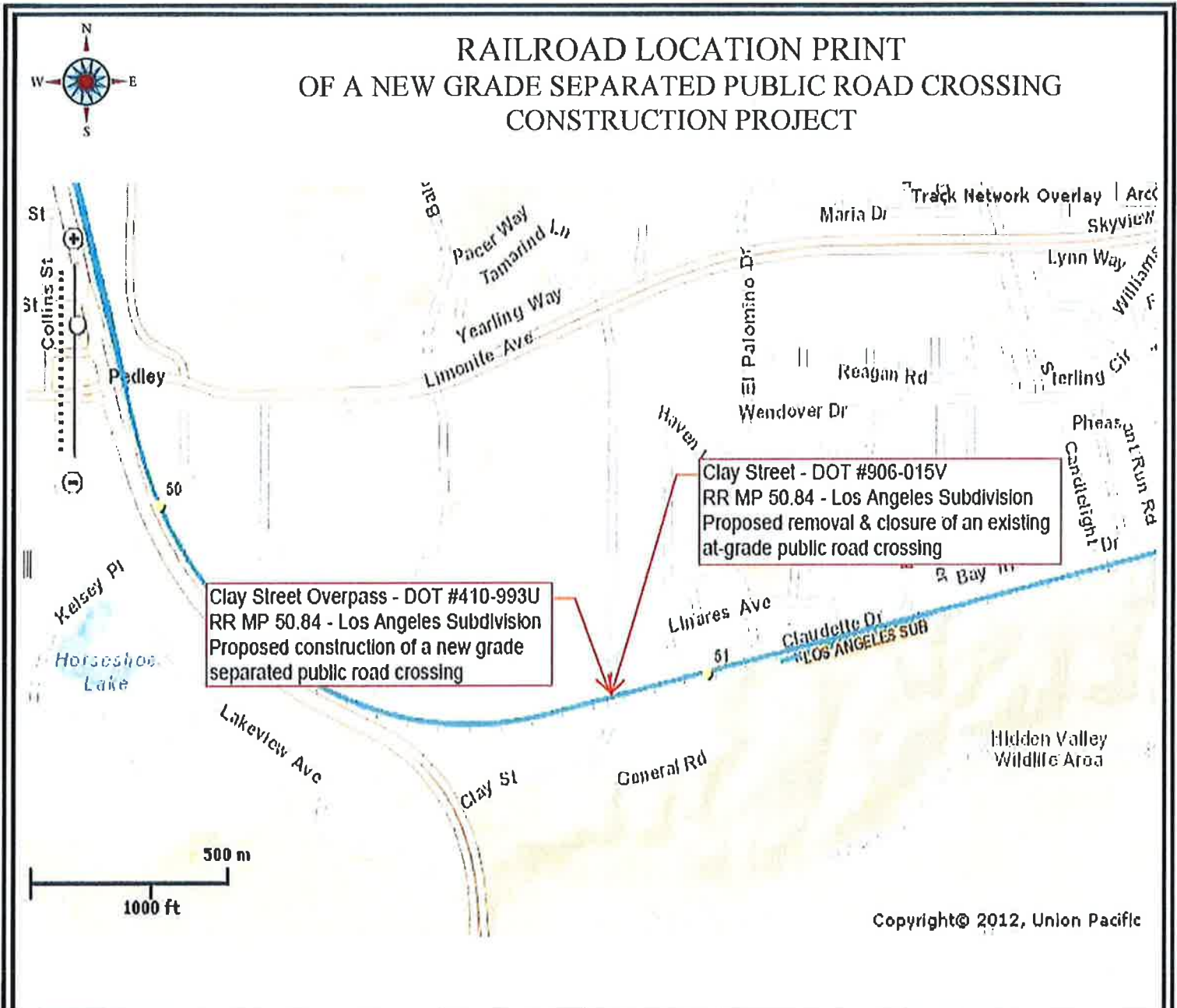
FORM APPROVED COUNTY COUNSEL
BY: MARSHA L. VICTOR DATE 5/2/13

EXHIBIT A

To Public Highway Underpass Crossing
Agreement

Cover Sheet for the
Railroad Location Print

RAILROAD LOCATION PRINT OF A NEW GRADE SEPARATED PUBLIC ROAD CROSSING CONSTRUCTION PROJECT



Copyright© 2012, Union Pacific

RAILROAD WORK TO BE PERFORMED:

- I. Engineering Design Review, Inspection & Flagging.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

LOS ANGELES SUBDIVISION
RAILROAD MILE POST 50.84
GPS: N 33° 58.1698', W 117° 27.7264'
near PEDLEY (RIVERSIDE), in RIVERSIDE CO., CA.

To accompany an agreement with the
CITY OF JURUPA VALLEY
and
COUNTY OF RIVERSIDE
covering a new grade separated public road crossing construction project.

Folder No. 2769-14

Date: March 26, 2013

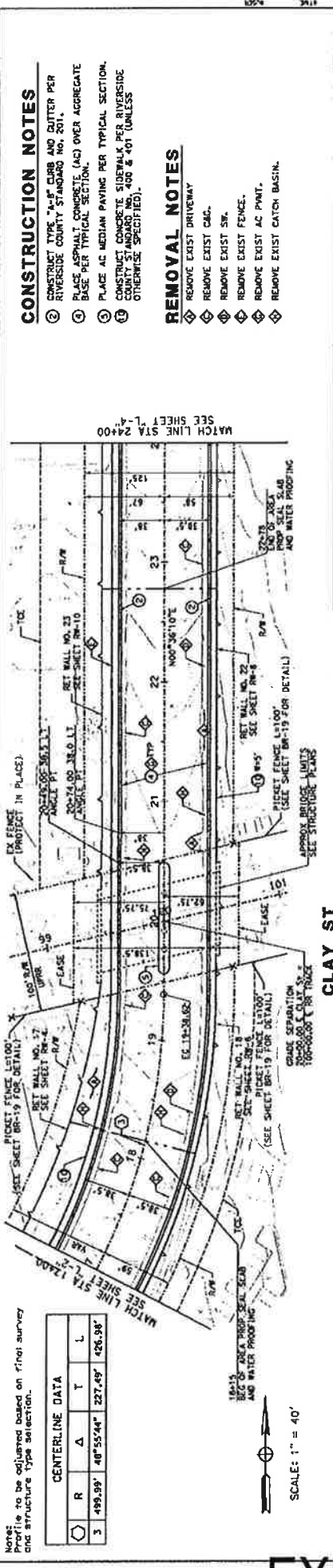
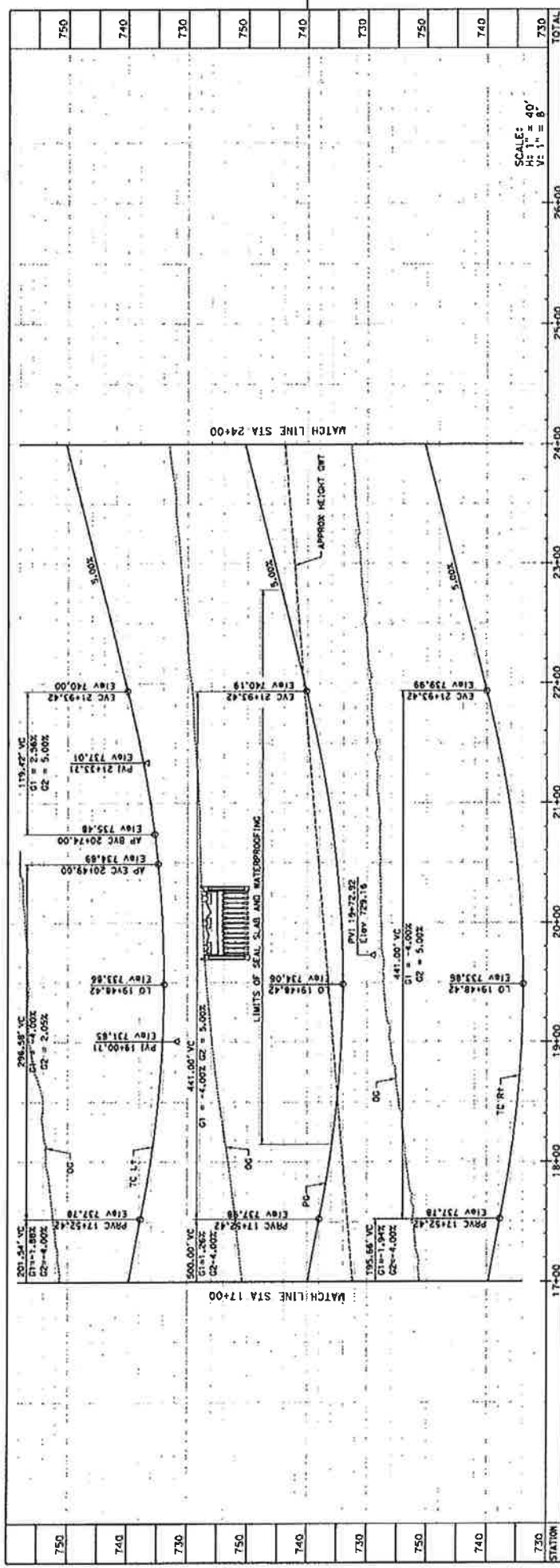
WARNING

IN ALL OCCASIONS, U.P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE
PHONE: 1-(800) 336-9193

EXHIBIT A-1

To Public Highway Underpass Crossing
Agreement

Cover Sheet for the
Detailed Prints



- CONSTRUCTION NOTES**
- ② CONSTRUCT TYPE 7.5" CURB AND GUTTER PER RIVERSIDE COUNTY STANDARD NO. 201.
 - ④ PLACE ASPHALT CONCRETE (AC) OVER AGGREGATE BASE PER TYPICAL SECTION.
 - ③ PLACE AC MEDIAN PAVING PER TYPICAL SECTION.
 - ⑤ CONSTRUCT CONCRETE SIDEWALK PER RIVERSIDE COUNTY STANDARD NO. 400 & 401 UNLESS OTHERWISE SPECIFIED.

- REMOVAL NOTES**
- ◇ REMOVE EXIST DRIVEWAY
 - ◇ REMOVE EXIST C&G
 - ◇ REMOVE EXIST SW
 - ◇ REMOVE EXIST FENCE
 - ◇ REMOVE EXIST AC PMNT.
 - ◇ REMOVE EXIST CATCH BASIN.

Notes:
Profile to be adjusted based on final survey and structure type selection.

CENTERLINE DATA			
R	Δ	T	L
3	499.99'	48°55'44"	227.49' 426.98'



LAYOUT PLAN

CLAY STREET GRADE SEPARATION PROJECT

SHEET NO. **L-3**

URS CORPORATION
APPROVED BY: _____

DATE: _____

2020 EAST 141ST ST, 5TH 400
SANTA ANA, CA 92705

RD NO. B7-0753 COUNTY FILE NO.

RELATIVE BORDER SCALE 15 IN INCHES

0 40' 80' 120'

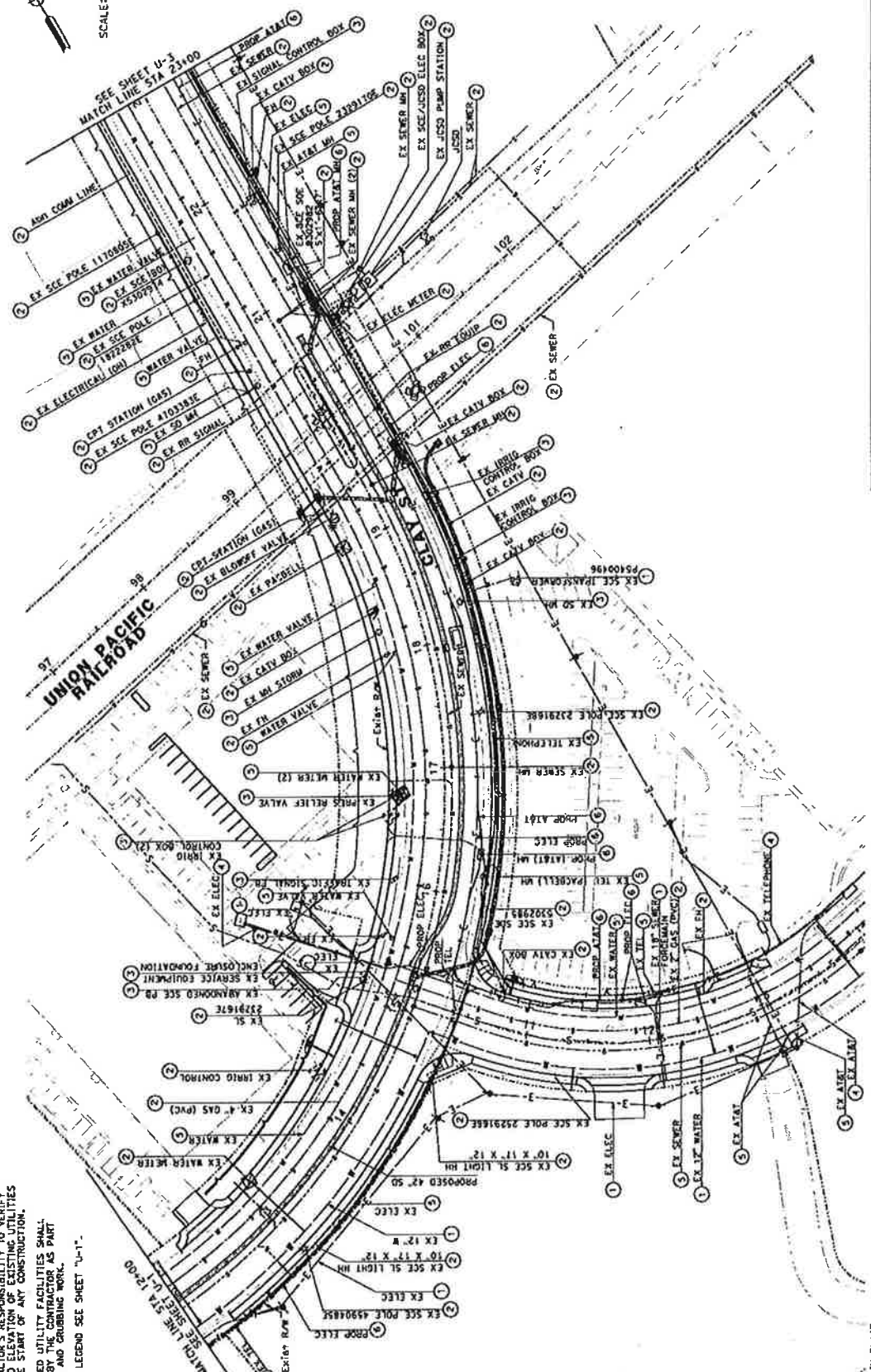
USE NAME → REQUEST




SCALE: 1" = 40'

NOTES:

1. IT IS CONTRACTOR'S RESPONSIBILITY TO VERIFY LOCATION AND ELEVATION OF EXISTING UTILITIES PRIOR TO THE START OF ANY CONSTRUCTION.
2. ALL ABANDONED UTILITY FACILITIES SHALL BE IDENTIFIED BY THE CONTRACTOR AS PART OF CLEARING AND GRUBBING WORK.
3. FOR UTILITY LEGEND SEE SHEET "U-1".



<p>UTILITY PLANS</p> <p>CLAY STREET</p> <p>GRADE SEPARATION</p> <p>PROJECT</p> <p>SCALE: 1"=40'</p>	<p>SHEET NO.</p> <p>U-2</p>
<p>APPROVED BY:</p> <p>DESIGNED BY: URS</p> <p>DATE: 2000 EAST 1st ST, 3rd 400</p> <p>SAN JOSE, CA 95128</p>	
	
<p>MO. NO. 87-0753 COUNTY FILE NO.</p>	

RELATIVE BORDER SCALE
IS IN INCHES

0 40' 80' 120'

<p>1. PROTECT IN PLACE</p> <p>2. RELOCATION BY OTHERS</p> <p>3. RELOCATION BY CONTRACTOR</p> <p>4. ABANDONED</p> <p>5. ABANDONED TO BE REMOVED BY CONTRACTOR</p> <p>6. TO BE CONSTRUCTED BY OTHERS</p>	<p>URB CORPORATION</p> <p>APPROVED BY:</p> <p>DESIGNED BY: URS</p> <p>DATE: 2000 EAST 1st ST, 3rd 400</p> <p>SAN JOSE, CA 95128</p> <p>MO. NO. 87-0753 COUNTY FILE NO.</p>
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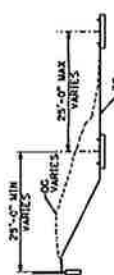
LEGEND:

- DIRECTION OF TRAFFIC
- CONSTRUCT THIS STAGE
- TEMPORARY K-RAIL
- TYPE II BARRIAGE

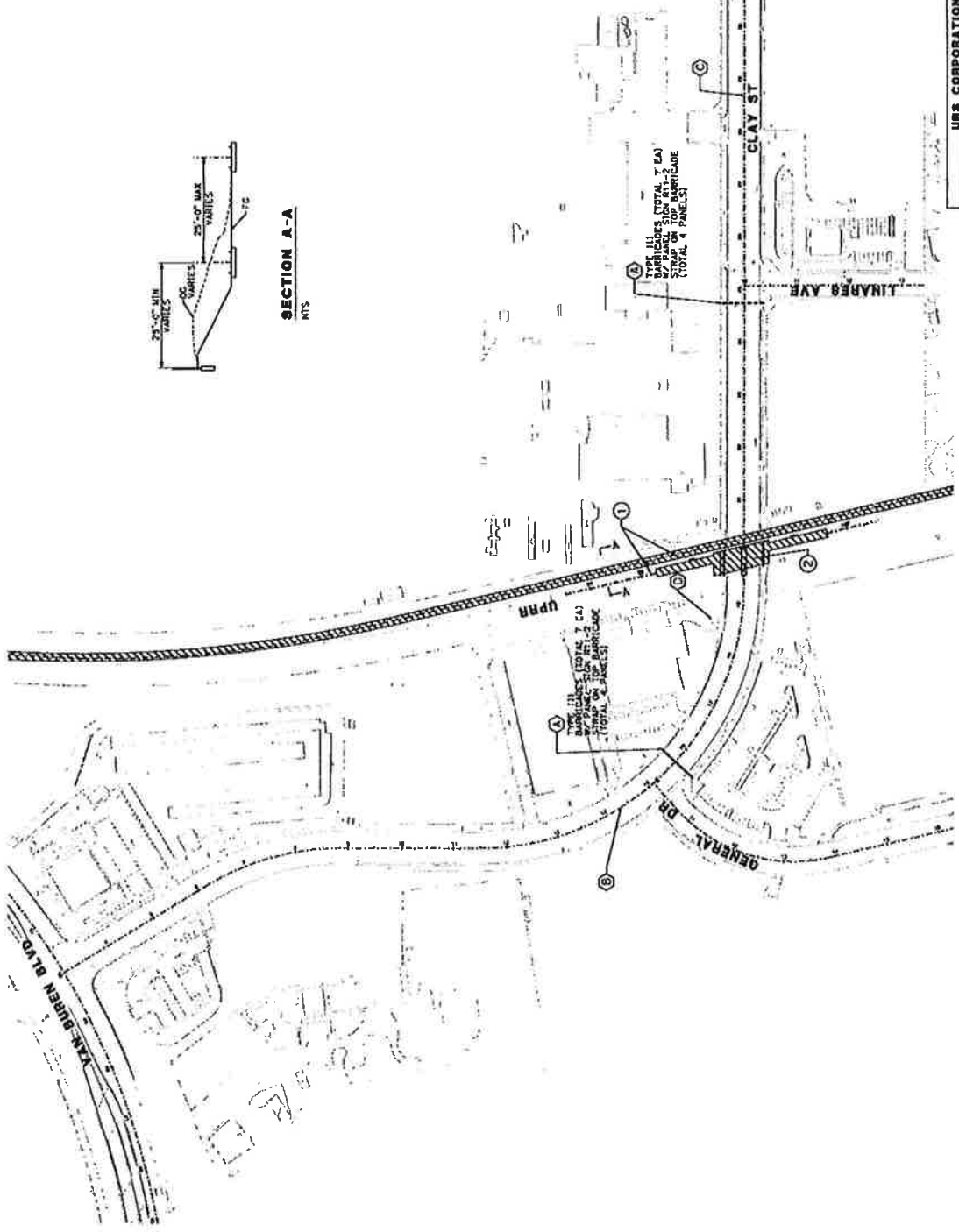
TRAFFIC HANDLING FEATURES	
(A)	CLOSE TRAFFIC ON CLAY ST. FROM STA 16+60 TO STA 24+70
(B)	MAINTAIN TRAFFIC FROM S.W. CLAY ST. TO GENERAL DR
(C)	MAINTAIN TRAFFIC FROM N.W. CLAY ST TO CHAMBERS AVE
(D)	CLOSURE OF DRIVEWAY ENTRANCE

STAGE 1 PHASE 1 CONSTRUCTION FEATURES	
(1)	INSTALL TRACK SHOULDER AND DISCONNECT MAIN LINE (REFER TO TRACK PHASING DRAWINGS FOR MORE INFO)
(2)	CONSTRUCT PHASE 1 OF THE RAILROAD BRIDGE

BRIDGE PHASE LENGTH IS 4 MONTHS. PHASE 1 & 2 SHALL CONCLUDE WITH THIS PHASE

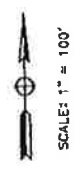


SECTION A-A
NTS



URS CORPORATION APPROVED BY 	STAGE CONSTRUCTION (STAGE 1 PHASE 1)	SHEET NO.
CLAY STREET GRADE SEPARATION PROJECT	NO. NO. B7-0753	COUNTY FILE No.
SCALE: 1"=100'	SC-1.1	
DATE: 2020 EAST 147 ST, SW 400 SANTA ANA, CA 92705		
USERNAME: J3 JOB FILE: J3-080002		





LEGEND:

- DIRECTION OF TRAFFIC
- CONSTRUCT THIS STAGE
- TEMPORARY K-RAIL
- TYPE III BARRICADE

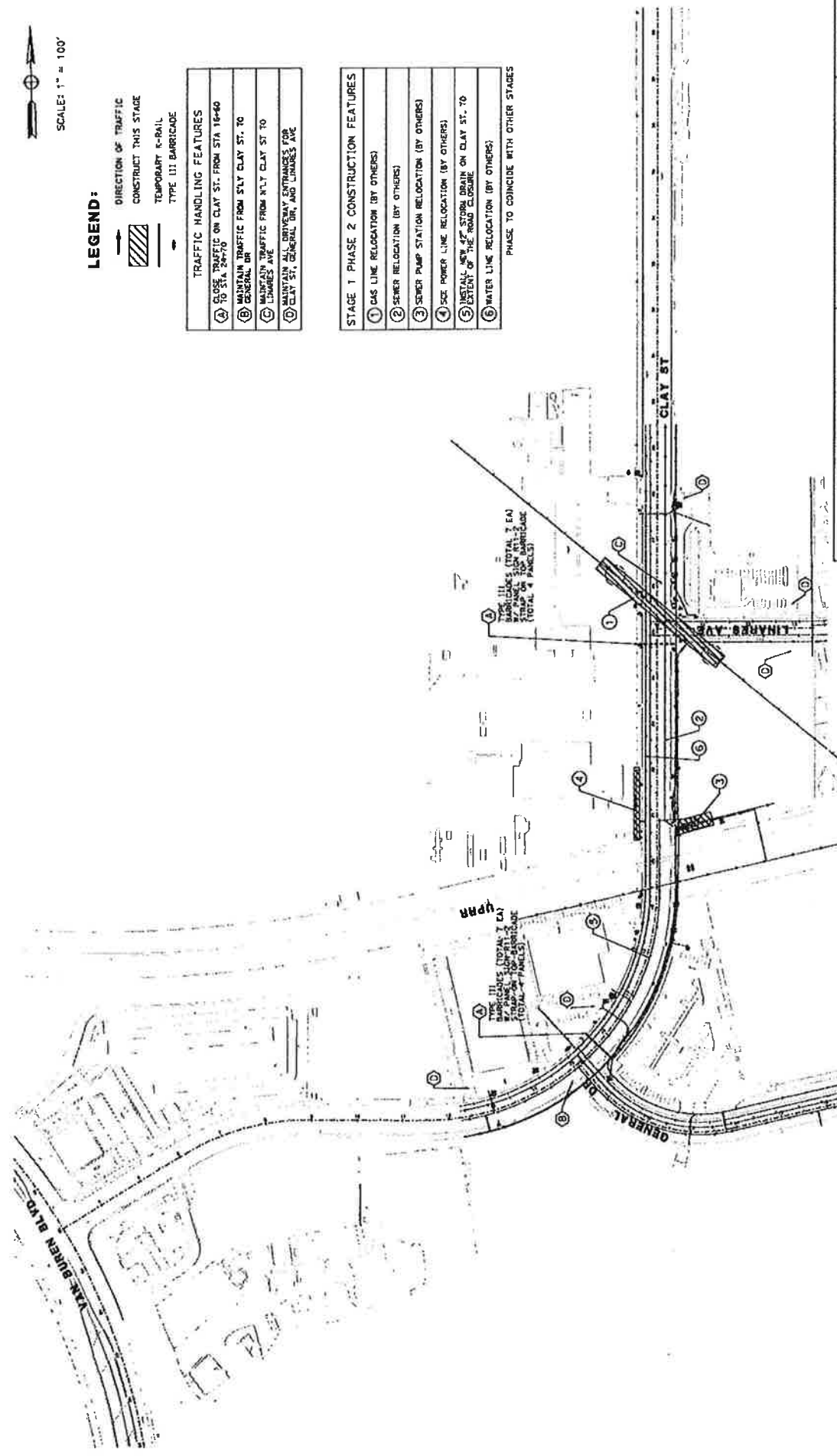
TRAFFIC HANDLING FEATURES

- ① CLOSE TRAFFIC ON CLAY ST. FROM STA 19+40 TO STA. 28+70
- ② MAINTAIN TRAFFIC FROM SLY CLAY ST. TO GENERAL DR
- ③ MAINTAIN TRAFFIC FROM NLY CLAY ST TO LINARES AVE
- ④ MAINTAIN ALL DRIVEWAY ENTRANCES FOR CLAY ST, GENERAL DR, AND LINARES AVE

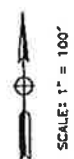
STAGE 1 PHASE 2 CONSTRUCTION FEATURES

- ① GAS LINE RELOCATION (BY OTHERS)
- ② SEWER RELOCATION (BY OTHERS)
- ③ SEWER PUMP STATION RELOCATION (BY OTHERS)
- ④ SIDE POWER LINE RELOCATION (BY OTHERS)
- ⑤ INSTALL NEW 48" STORM DRAIN ON CLAY ST. TO EXTENT OF THE ROAD CLOSURE
- ⑥ WATER LINE RELOCATION (BY OTHERS)

PHASE TO COINCIDE WITH OTHER STAGES



URS CORPORATION	STAGE CONSTRUCTION (STAGE 1 PHASE 2)	SHEET NO.
APPROVED BY:	CLAY STREET GRADE SEPARATION PROJECT	SC-1.2
	SCALE: 1"=100'	
PREPARED BY: JOHN ODE URS 2020 EAST 18 TH ST., 3 RD FLOOR SANTA ANA, CA 92765		
ROAD NO. B7-0753 COUNTY FILE NO.		



LEGEND:

- DIRECTION OF TRAFFIC
- ▨ CONSTRUCT THIS STAGE
- TEMPORARY K-RAIL
- TYPE III BARRICADE

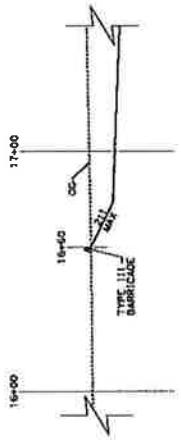
TRAFFIC HANDLING FEATURES

- Ⓐ CLOSE TRAFFIC ON CLAY ST. FROM STA 16+60 TO STA 24+70
- Ⓑ MAINTAIN TRAFFIC FROM SLY CLAY ST. TO GENERAL DR
- Ⓒ MAINTAIN TRAFFIC FROM KLY CLAY ST TO LINARES AVE
- Ⓓ MAINTAIN BUSINESS DRIVEWAY ENTRANCE, NIGHT CLOSURE ONLY, COORDINATE WITH BUSINESS.
- Ⓔ TEMPORARY PARKING ON GENERAL DR OR TO TEMPORARY SPACES IN BUSINESS PARKING LOT

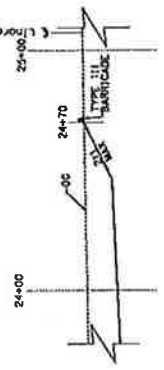
STAGE 1 PHASE 3 CONSTRUCTION FEATURES

- ① REINSTALL MAINLINE TRACK ON COMPLETE PHASE 1 RAILROAD BRIDGE. REMOVE SHOULDER
- ② DEMO BUILDING
- ③ DEMO CLAY ST AND PLACE SEAL SLAB AND MAINTENANCE JWG
- ④ CONSTRUCT PHASE 2 OF THE RAILROAD BRIDGE
- ⑤ CONSTRUCT RETAINING WALLS 17, 18, 22, 23
- ⑥ CONSTRUCT RETOUR ROAD AND PARKING LOT FROM CLAY ST TO GENERAL DR

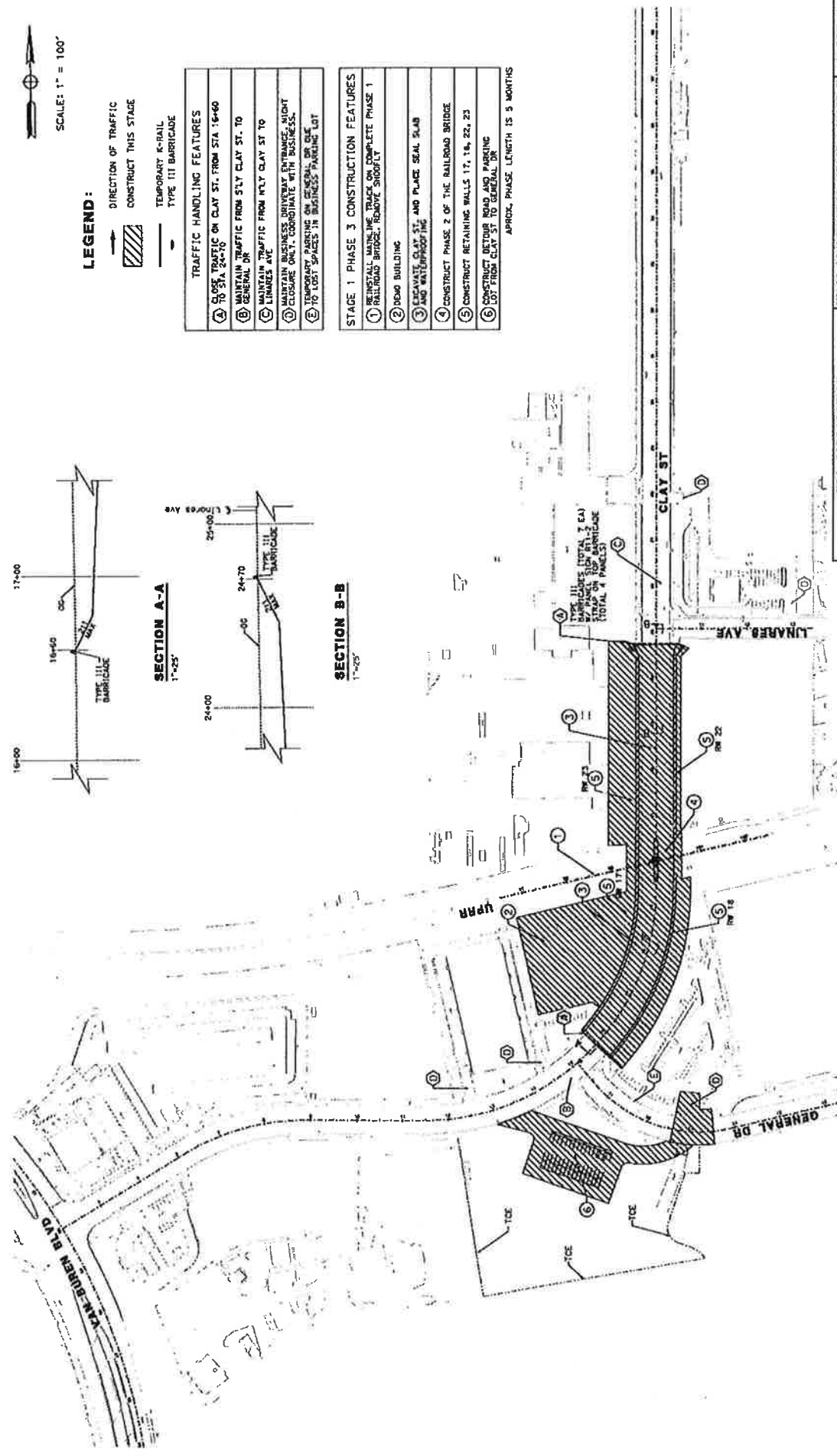
APPROX. PHASE LENGTH IS 5 MONTHS



SECTION A-A
1"=25'



SECTION B-B
1"=25'



URS CORPORATION
APPROVED BY: _____
DATE: _____
PROJECT NO: 2020-08-17-01-01-000
SANTA ANA, CA 92705
URS

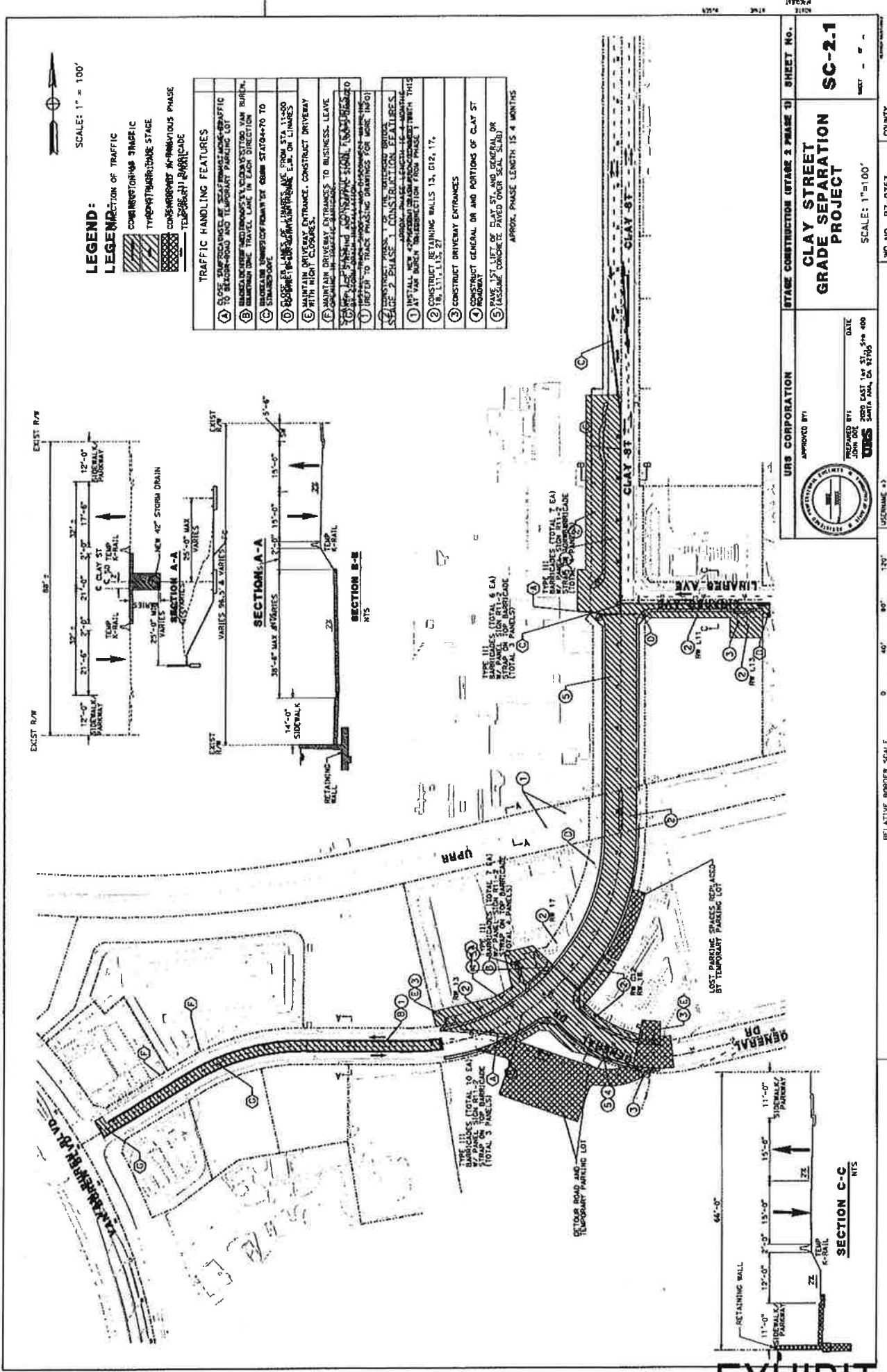
STAGE CONSTRUCTION (STAGE 1 PHASE 3) SHEET NO. SC-1.3

SCALE: 1"=100'

NO. NO. 87-0753 COUNTY FILE No.



RELATIVE BORDER SCALE IS IN INCHES
0 40' 80' 120'



SCALE: 1" = 100'

LEGEND:

LEGEND: LOCATION OF TRAFFIC

- CONSTRUCTION STAGE
- TYPE I REINFORCED CONCRETE STAGE
- CONCRETE IN PAVEMENT PHASE
- TEMPORARY PARKING

TRAFFIC HANDLING FEATURES

1. SLOPE SIDEWALKS TO BE SEPARATED FROM TRAFFIC TO BEAD-ROD AND TEMPORARY PARKING LOT
2. MAINTAIN DRIVEWAY ENTRANCES TO BUSINESS. LEAVE WITH RIGHT CLOSURES.
3. MAINTAIN DRIVEWAY ENTRANCES TO BUSINESS. LEAVE WITH RIGHT CLOSURES.
4. MAINTAIN DRIVEWAY ENTRANCES TO BUSINESS. LEAVE WITH RIGHT CLOSURES.
5. MAINTAIN DRIVEWAY ENTRANCES TO BUSINESS. LEAVE WITH RIGHT CLOSURES.
6. MAINTAIN DRIVEWAY ENTRANCES TO BUSINESS. LEAVE WITH RIGHT CLOSURES.
7. MAINTAIN DRIVEWAY ENTRANCES TO BUSINESS. LEAVE WITH RIGHT CLOSURES.
8. MAINTAIN DRIVEWAY ENTRANCES TO BUSINESS. LEAVE WITH RIGHT CLOSURES.
9. MAINTAIN DRIVEWAY ENTRANCES TO BUSINESS. LEAVE WITH RIGHT CLOSURES.
10. MAINTAIN DRIVEWAY ENTRANCES TO BUSINESS. LEAVE WITH RIGHT CLOSURES.
11. MAINTAIN DRIVEWAY ENTRANCES TO BUSINESS. LEAVE WITH RIGHT CLOSURES.
12. MAINTAIN DRIVEWAY ENTRANCES TO BUSINESS. LEAVE WITH RIGHT CLOSURES.
13. MAINTAIN DRIVEWAY ENTRANCES TO BUSINESS. LEAVE WITH RIGHT CLOSURES.
14. MAINTAIN DRIVEWAY ENTRANCES TO BUSINESS. LEAVE WITH RIGHT CLOSURES.

APPROX. PHASE LENGTH IS 4 MONTHS

STAGE CONSTRUCTION (STAGE 2 PHASE 1) SHEET NO.

CLAY STREET GRADE SEPARATION PROJECT SC-2.1

SCALE: 1" = 100'

NO. 87-0753 COUNTY FILE NO.

DATE: 2000 EAST 1st ST, 5th 400

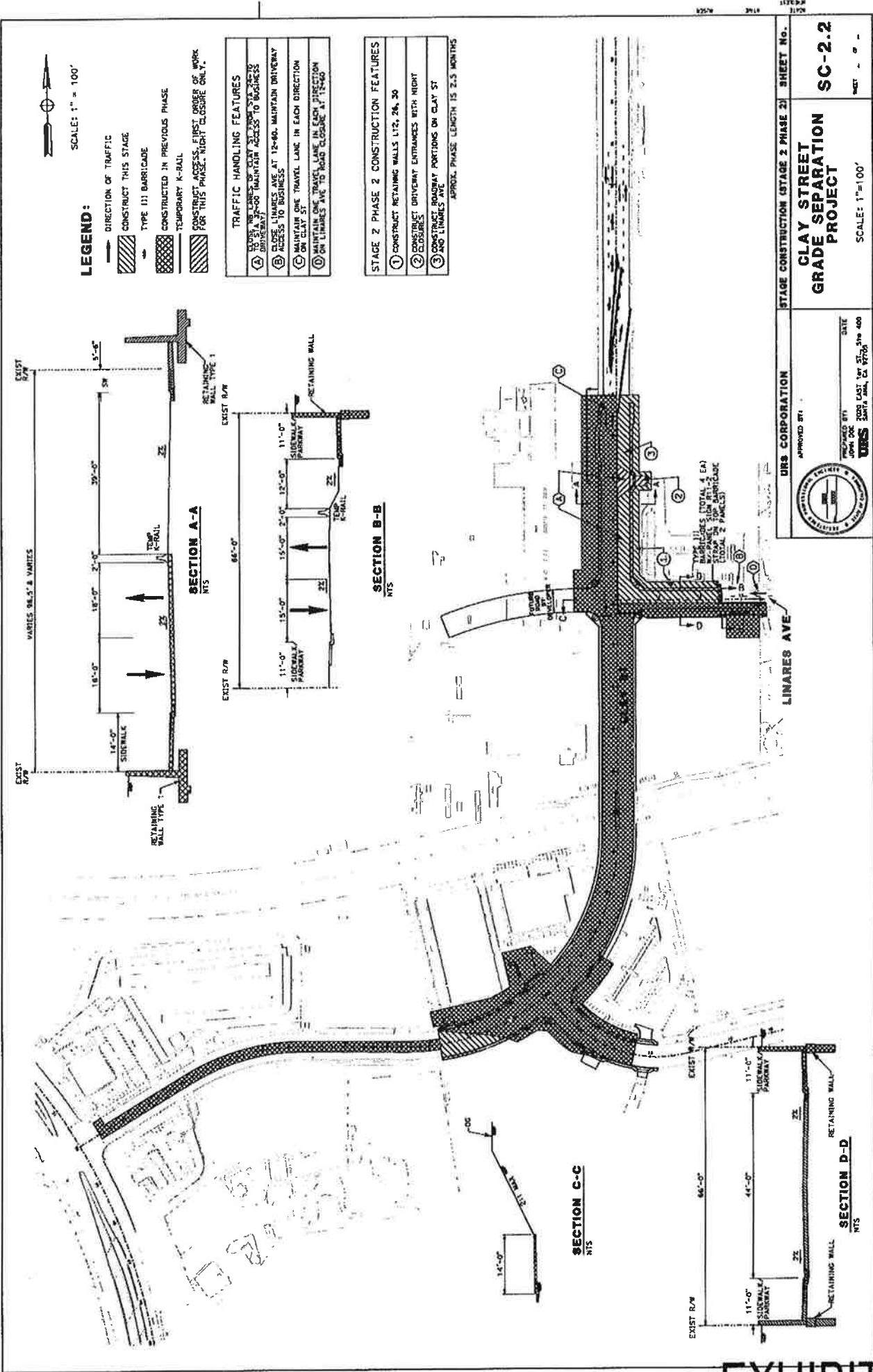
PREPARED BY: URS

APPROVED BY: URS CORPORATION

REGISTERED PROFESSIONAL ENGINEER AND ARCHITECT

STATE OF TEXAS

NO. 87-0753 COUNTY FILE NO.



LEGEND:

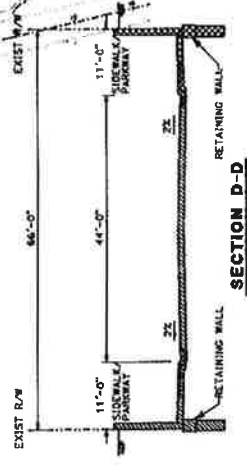
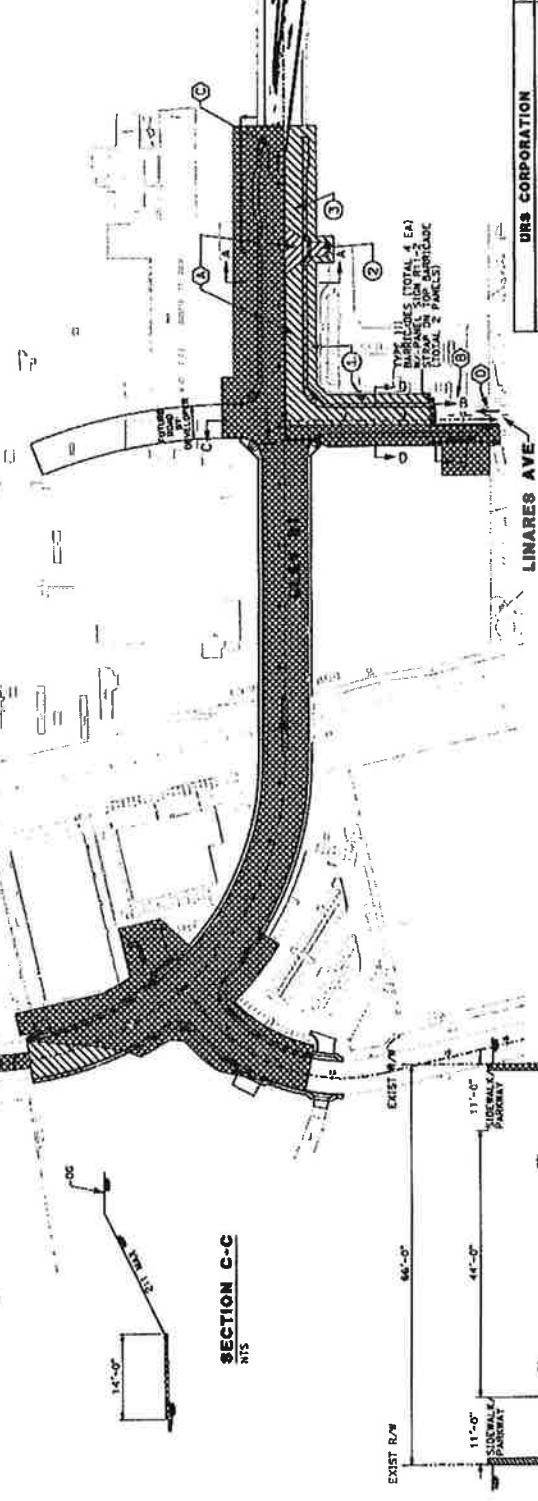
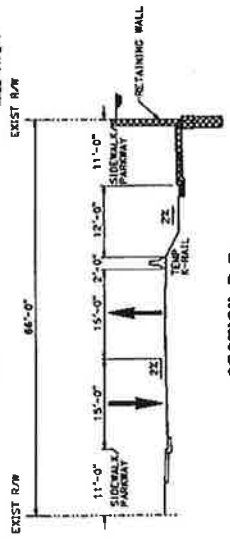
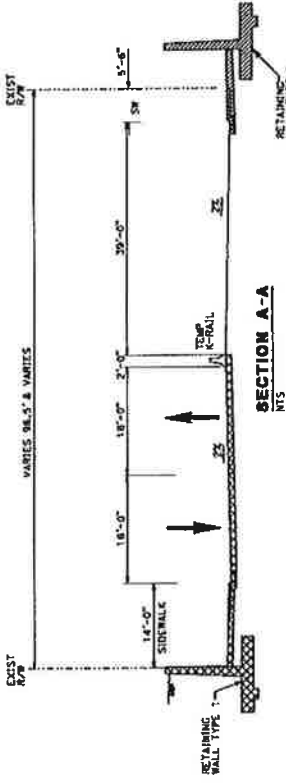
- DIRECTION OF TRAFFIC
- ▨ CONSTRUCT THIS STAGE
- ▩ TYPE 11) BARRICADE
- ▧ CONSTRUCTED IN PREVIOUS PHASE
- ▤ TEMPORARY K-RAIL
- ▥ CONSTRUCT ACCESS, FIRST ORDER OF WORK FOR THIS PHASE, NIGHT CLOSURE ONLY.

SCALE: 1" = 100'

TRAFFIC HANDLING FEATURES	
(A)	CLOSE TO LIMBES OF CLAY ST FROM STA 242+10 TO STA 27+00 MAINTAIN ACCESS TO BUSINESS
(B)	CLOSE LINARES AVE AT 12+00 MAINTAIN DRIVEWAY ACCESS TO BUSINESS
(C)	MAINTAIN ONE TRAVEL LANE IN EACH DIRECTION ON CLAY ST
(D)	MAINTAIN ONE TRAVEL LANE IN EACH DIRECTION ON LINARES AVE TO ROAD CLOSURE AT 12+00

STAGE 2 PHASE 2 CONSTRUCTION FEATURES	
①	CONSTRUCT RETAINING WALLS 1+12, 2+6, 3+0
②	CONSTRUCT DRIVEWAY ENTRANCES WITH NIGHT CLOSURES
③	CONSTRUCT ROADWAY PORTIONS ON CLAY ST AND LINARES AVE

APPROX PHASE LENGTH IS 2.5 MORTING



APPROVED BY: **URS CORPORATION**

DATE: 2003 OCT 14

PROJECT NO: 87-0753

SCALE: 1" = 100'

NO. NO. 87-0753 COUNTY FILE No.

CLAY STREET GRADE SEPARATION PROJECT

SC-2.2



USING INCHES FOR FILE REQUEST



SCALE: 1" = 100'

LEGEND:

- DIRECTION OF TRAFFIC
- ▨ CONSTRUCT THIS STAGE

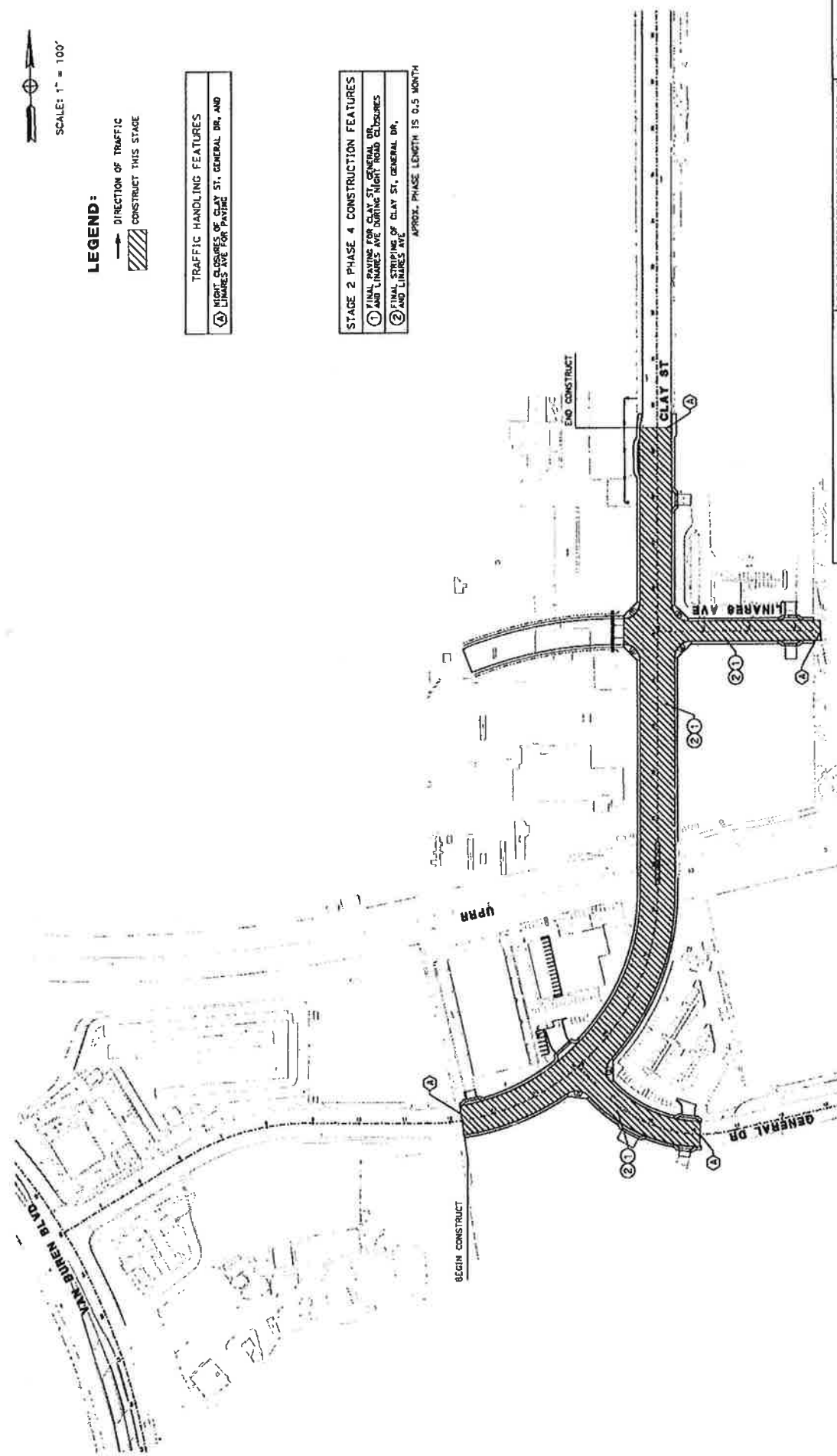
TRAFFIC HANDLING FEATURES

- ④ NIGHT CLOSURES OF CLAY ST, GENERAL DR, AND LINARES AVE FOR PAVING

STAGE 2 PHASE 4 CONSTRUCTION FEATURES

- ① FINAL PAVING FOR CLAY ST, GENERAL DR, AND LINARES AVE DURING NIGHT ROAD CLOSURES
- ② FINAL STRIPING OF CLAY ST, GENERAL DR, AND LINARES AVE

APPROX. PHASE LENGTH IS 0.5 MONTH



URS CORPORATION APPROVED BY:	STAGE CONSTRUCTION (STAGE 2 PHASE 4)	SHEET NO.
	CLAY STREET GRADE SEPARATION PROJECT	SC-2.4
PREPARED BY: BOB DE URS DATE: 2010 EAST 1ST ST, 5th FLOOR SAN FRANCISCO, CA 94105	SCALE: 1" = 100'	WEST - 0 -
USERNAME: 33 DON FILE: 33 MICROSET	WD NO. 87-0753	COUNTY FILE No.

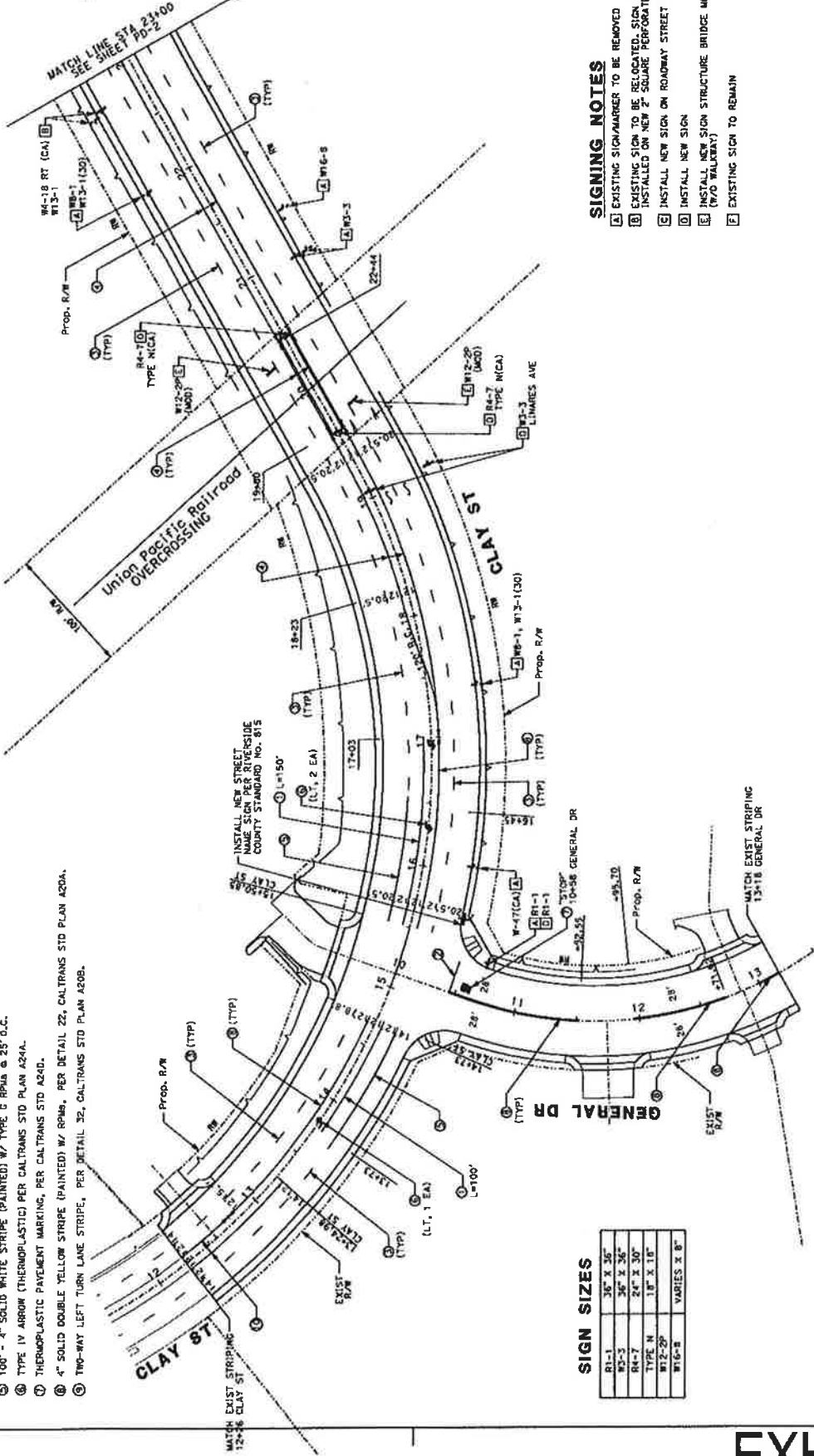
RELATIVE BORDER SCALE IS IN INCHES

STRIPING NOTES

- 1 6" SOLID WHITE CHANNELIZING STRIPE (PAINTED) W/ RPMS PER DETAIL 36, CALTRANS STD PLAN A200.
- 2 12" SOLID WHITE CROSSWALK AND/OR LIMIT LINE (THERMOPLASTIC) PER CALTRANS STD PLAN A241.
- 3 4" WHITE LANE LINE STRIPE (PAINTED) W/ RPMS, PER DETAIL 12, CALTRANS STD PLAN A20A.
- 4 MEDIAN ISLAND STRIPE (PAINTED) W/ RPMS, PER DETAIL 29, CALTRANS STD PLAN A20B.
- 5 100' - 4" SOLID WHITE STRIPE (PAINTED) W/ TYPE G RPMS @ 25' O.C.
- 6 TYPE IV ARROW (THERMOPLASTIC) PER CALTRANS STD PLAN A24A.
- 7 THERMOPLASTIC PAVEMENT MARKING, PER CALTRANS STD A24D.
- 8 4" SOLID DOUBLE YELLOW STRIPE (PAINTED) W/ RPMS, PER DETAIL 22, CALTRANS STD PLAN A20A.
- 9 TWO-WAY LEFT TURN LANE STRIPE, PER DETAIL 32, CALTRANS STD PLAN A20B.

LEGEND

- 1 ROADSIDE SIGN (STRAP AND SADDLE)
- 1 PROPOSED SIGN
- 1 EXISTING SIGN
- CHANGE OF STRIPING DETAILS



SIGN SIZES

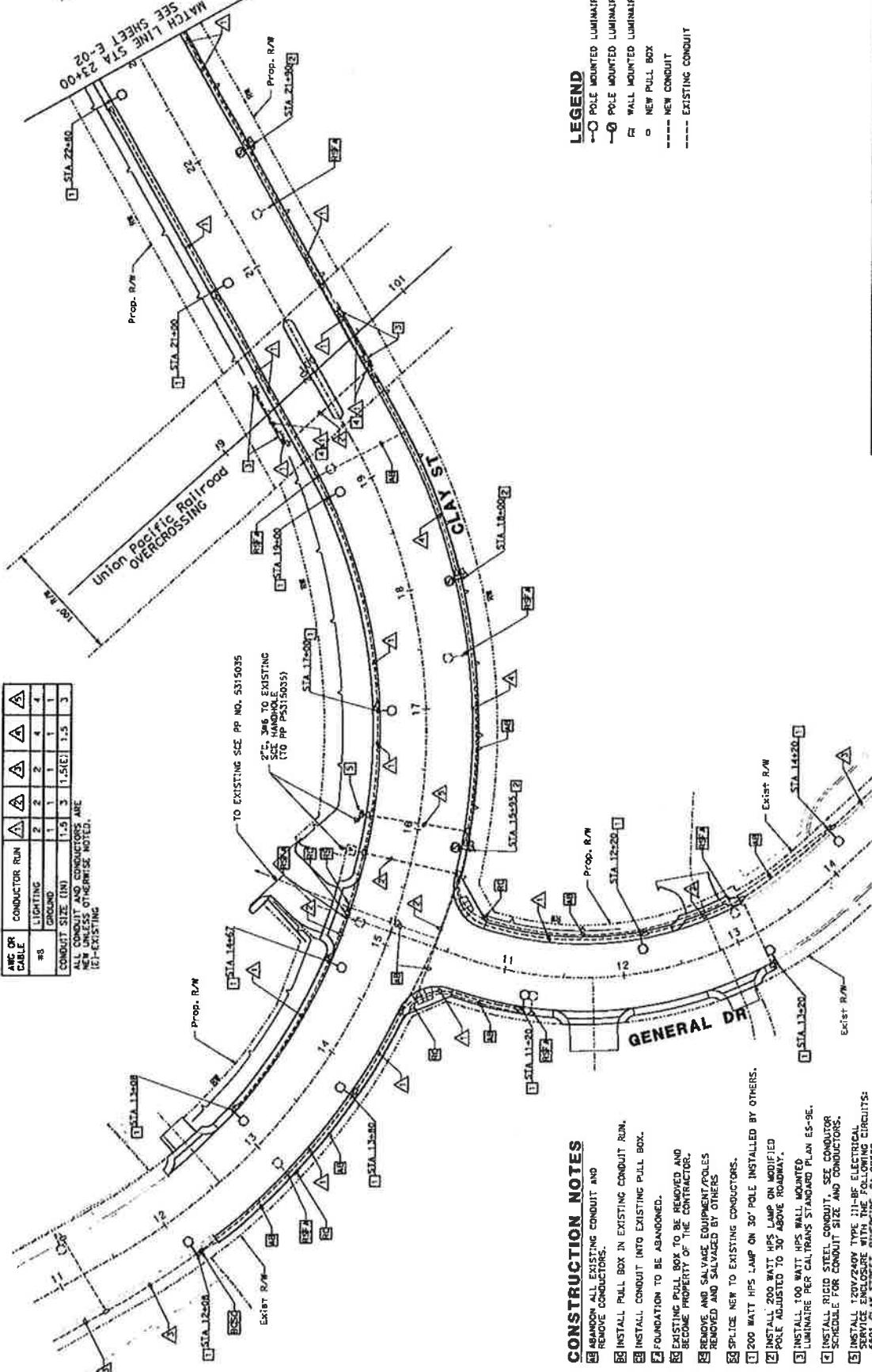
R1-1	36" X 36"
R2-3	36" X 36"
R4-7	24" X 30"
TYPE N	18" X 18"
W12-2P	VARIES X 8"
W16-B	VARIES X 8"

SIGNING NOTES

- 1 EXISTING SIGN/ARRIER TO BE REMOVED
- 2 EXISTING SIGN TO BE RELOCATED. SIGN SHALL BE INSTALLED ON NEW 2" SQUARE PERFORATED STEEL TUBE POST.
- 3 INSTALL NEW SIGN ON ROADWAY STREET LIGHT
- 4 INSTALL NEW SIGN
- 5 INSTALL NEW SIGN STRUCTURE BRIDGE MOUNTED SIGN (W/O WALKWAY)
- 6 EXISTING SIGN TO REMAIN

URS CORPORATION
 APPROVED BY: [Signature]
 PREPARED BY: DAVID WARDEN, SAULT & WARD, INC.
 DATE: 08/14/00
 SCALE: 1"=40'
 SHEET NO. PD-1
 COUNTY FILE NO. 87-0753

RELATIVE HORROR SCALE
 0 1 2 3
 15 IN INCHES



ARC OR CABLE	CONDUCTOR RUN	△	△	△	△	△
88	LIGHTING	2	2	2	4	4
	GROUND	1	1	1	1	1
	CONDUIT SIZE (IN)	1.5	3	1.5/1E	1.5	3

ALL CONDUIT AND CONDUCTORS ARE NEW UNLESS OTHERWISE NOTED.
(E)-EXISTING

- LEGEND**
- POLE MOUNTED LUMINAIRE (SCE)
 - △ WALL MOUNTED LUMINAIRE (STRUCTURE)
 - WALL MOUNTED LUMINAIRE
 - NEW PULL BOX
 - NEW CONDUIT
 - EXISTING CONDUIT

- CONSTRUCTION NOTES**
- 1 ABANDON ALL EXISTING CONDUIT AND REMOVE CONDUCTORS.
 - 2 INSTALL PULL BOX IN EXISTING CONDUIT RUN.
 - 3 INSTALL CONDUIT INTO EXISTING PULL BOX.
 - 4 FOUNDATION TO BE ABANDONED.
 - 5 EXISTING PULL BOX TO BE REMOVED AND BECOME PROPERTY OF THE CONTRACTOR.
 - 6 REMOVE AND SALVAGE EQUIPMENT/POLES REMOVED AND SALVAGED BY OTHERS.
 - 7 SPLICE NEW TO EXISTING CONDUCTORS.
 - 8 200 WATT HPS LAMP ON 30' POLE INSTALLED BY OTHERS.
 - 9 INSTALL 200 WATT HPS LAMP ON MODIFIED POLE ADJUSTED TO 30' ABOVE ROADWAY.
 - 10 INSTALL 100 WATT HPS WALL MOUNTED LUMINAIRE PER CALTRANS STANDARD PLAN ES-9E.
 - 11 INSTALL RIGID STEEL CONDUIT, SEE CONDUITORS SCHEDULE FOR CONDUIT SIZE AND CONDUCTORS.
 - 12 INSTALL 120V/240V TYPE 71-HP ELECTRICAL SERVICE TO EXISTING STREET LIGHTING CIRCUITS: - 120V/240V, 100A, 2P, MAIN CB - 120V, 30A, 1P, COUNTY STREET LIGHTING - 120V, 30A, 1P, COUNTY WALL PACK LIGHTING

URB CORPORATION
APPROVED BY: [Signature]

PREPARED BY: DAVID WARDEN, SANTA ANA, CA 92705

DATE: 10/14/04

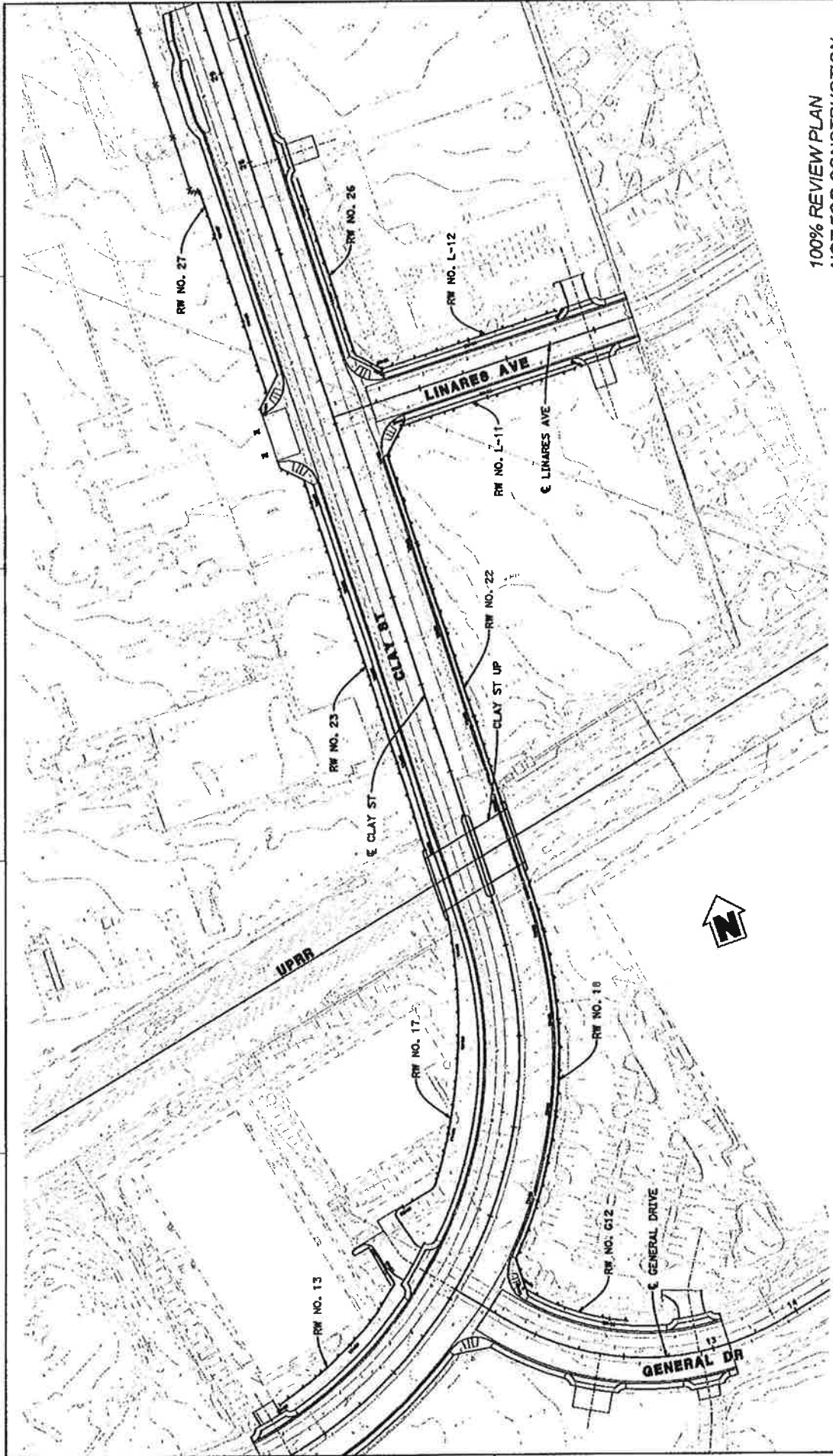
SCALE: 1"=40'

STREET LIGHTING PLAN
CLAY STREET AND GENERAL DRIVE


SHEET NO. **E-01**

NO. NO. 87-0753 COUNTY FILE NO. 87-0753

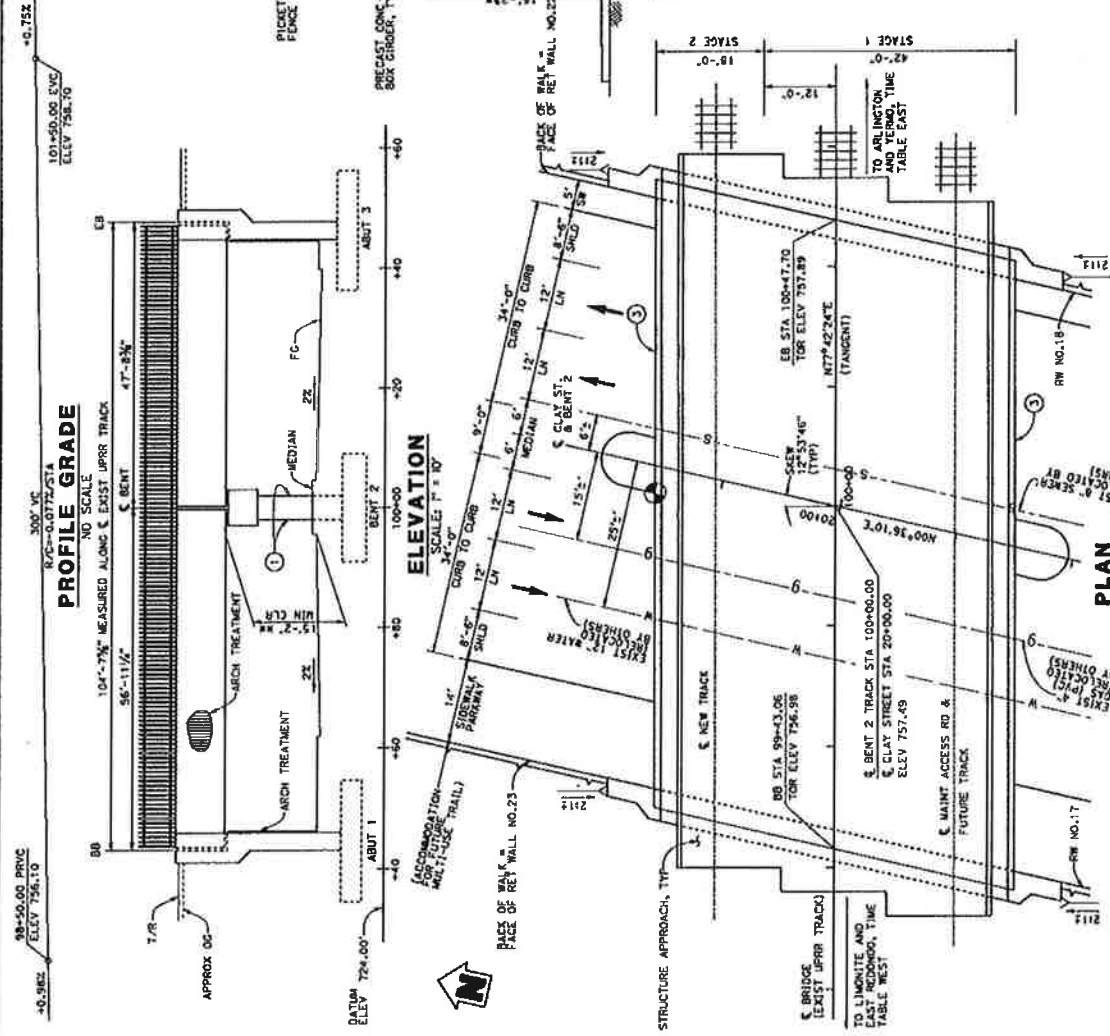
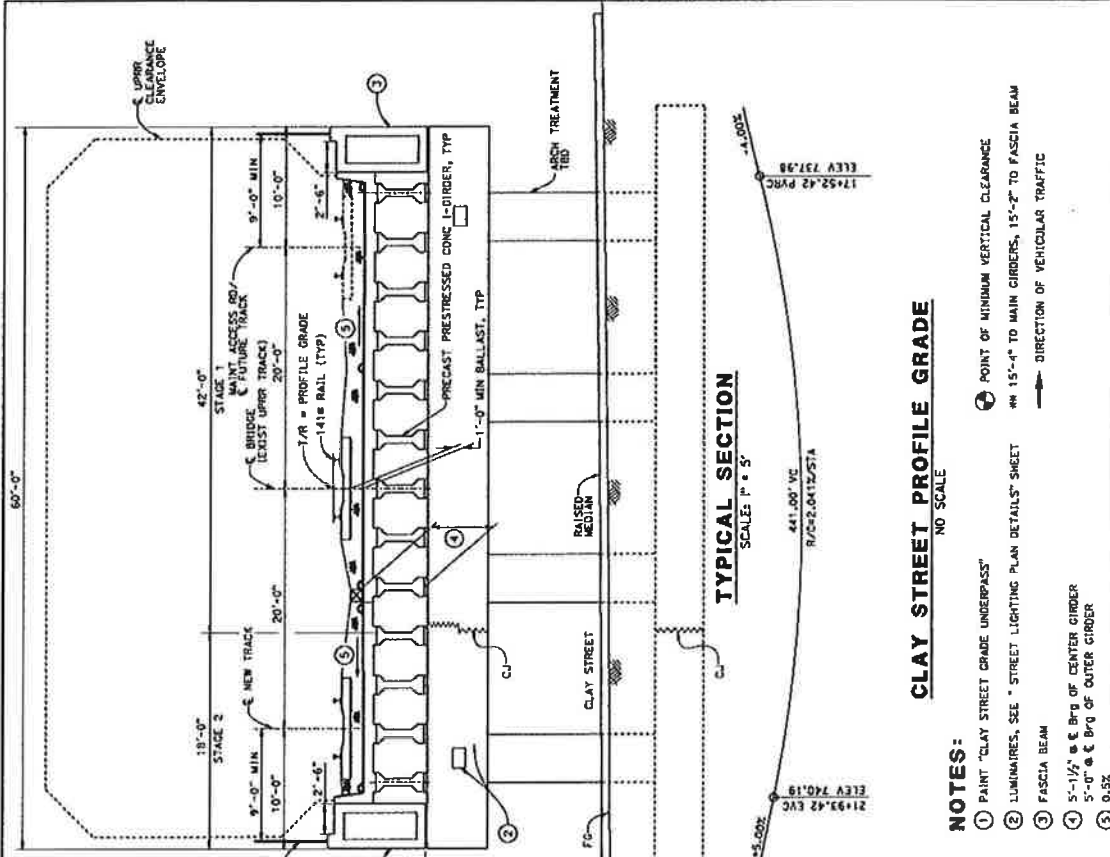
RELATIVE BORDER SCALE
15 IN. THICKES



100% REVIEW PLAN
NOT FOR CONSTRUCTION

 URS CORPORATION APPROVED BY: _____ PREPARED BY: _____ DATE: _____		SHEET NO. RW-1 OF 1 OF 27
RETAINING WALL KEY PLAN CLAY STREET GRADE SEPARATION PROJECT RW KEY PLAN SCALE: 1"=50'		COUNTY FILE NO.

THIS PLAN ACCURATE FOR RETAINING WALL WORK ONLY



CLAY STREET PROFILE GRADE
NO SCALE

NOTES:

- 1 PAINT "CLAY STREET GRADE UNDERPASS"
 - 2 LUMINAIRES, SEE "STREET LIGHTING PLAN DETAILS" SHEET
 - 3 FASCIA BEAM
 - 4 5'-1/2" @ C Brg OF CENTER GIRDER
 - 5 5'-0" @ C Brg OF OUTER GIRDER
- POINT OF MINIMUM VERTICAL CLEARANCE
 15'-4" TO MAIN GIRDERS, 15'-2" TO FASCIA BEAM
 DIRECTION OF VEHICULAR TRAFFIC

URS CORPORATION
 APPROVED BY: [Signature]
 PROJECTED BY: [Signature]
 CHECKED BY: [Signature]
 DATE: 10/27/05
 URS: Santa Ana, CA 92705

GENERAL PLAN
CLAY STREET GRADE SEPARATION PROJECT
 LOS ANGELES SUBDIVISION
 MILEPOST NO. 50.84

SHEET No.
BR-01

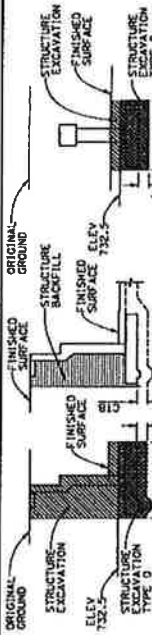
RELATIVE BORDER SCALE
 0 40' 80' 120'
 15" IN. INCHES

USE NAME →
 DON FILE → REQUEST

NO. NO. B7-0753 COUNTY FILE NO.

SPREAD FOOTING DATA TABLE

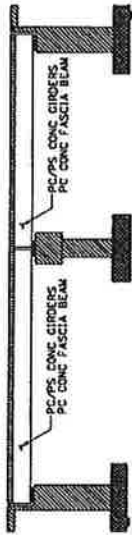
LOCATION	REQUIRED BEARING
ABUT 1	5.0 KSF
BENT 2	5.0 KSF
ABUT 3	5.0 KSF



LIMITS OF PAYMENT FOR STRUCTURE EXCAVATION AND BACKFILL

CTB = BEMENT TREATED BASE
REF. SHEET M-2

NOT TO SCALE



- PRECAST PRESTRESSED CONCRETE GIRDER - SEE "PRESTRESSED GIRDER" SHEET.
- PRECAST CONCRETE FASCIA BEAM (f'c = 4,000 PSI @ 28 DAYS).
- STRUCTURAL CONCRETE, BRIDGE (f'c = 4,000 PSI @ 28 DAYS).
- STRUCTURAL CONCRETE, APPROACH SLAB (f'c = 4,000 PSI @ 28 DAYS).
- STRUCTURAL CONCRETE, BRIDGE FOOTING (f'c = 4,000 PSI @ 28 DAYS).
- STRUCTURAL CONCRETE, BRIDGE DECK SLAB (f'c = 5,000 PSI @ 28 DAYS).

CONCRETE STRENGTH AND TYPE LIMITS
NOT TO SCALE

BENCH MARKS

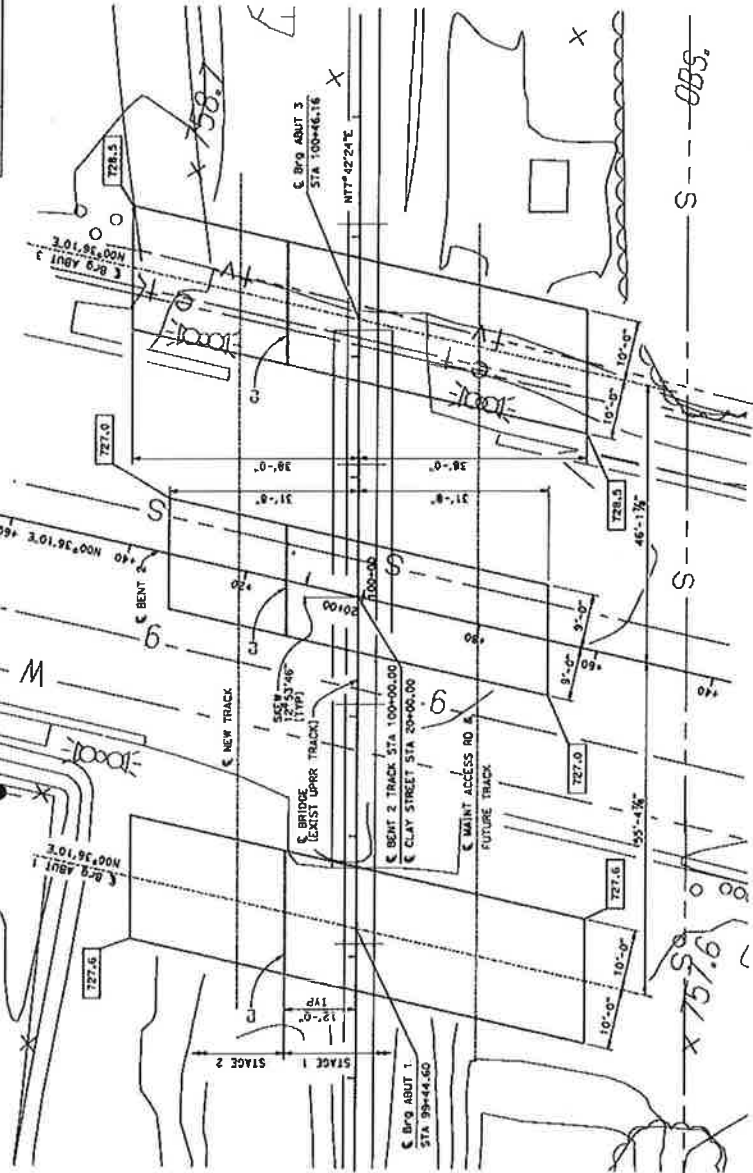
THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 6, BASED LOCALLY ON CONTROL STATIONS: NGS P.D. DHT1083 CSRS SITE CODE: M-PP NGS P.D. DHT089 CSRS SITE CODE: M-2Z

MAID 83 INGR. 20071 AS SHOWN HEREON, ALL BEARINGS AND DISTANCES SHOWN HEREON ARE THE UNADJUSTED OBSERVATIONS AS TAKEN IN THE FIELD AND ARE NOT TO BE USED FOR ANY PURPOSES WITHOUT THE ADVICE OF THE SURVEYOR. THE ADJUSTED COORDINATES FOR THE POINTS SHOWN ARE: MAID 83 INGR. 20071 N 2288439.25 E 6193359.49 ELEV 759.15 AT PT 83 CONVERGENCE ANGLE: -00-45-02

BENCH MARKS: ELEVATIONS AND BEARINGS TO THE POINTS SHOWN HEREON ARE AS SHOWN ON THE PLAN. ALL POINTS ARE TO BE MAINTAINED AND PROTECTED. THE POINTS ARE TO BE MAINTAINED AND PROTECTED. THE POINTS ARE TO BE MAINTAINED AND PROTECTED.

LEGEND

XXXXX DENOTES BOTTOM OF FOOTING ELEVATION



PLAN
SCALE: 1" = 10'

URS CORPORATION
APPROVED BY: [Signature]

FOUNDATION PLAN
CLAY STREET GRADE SEPARATION PROJECT

SHEET No. **BR-03**

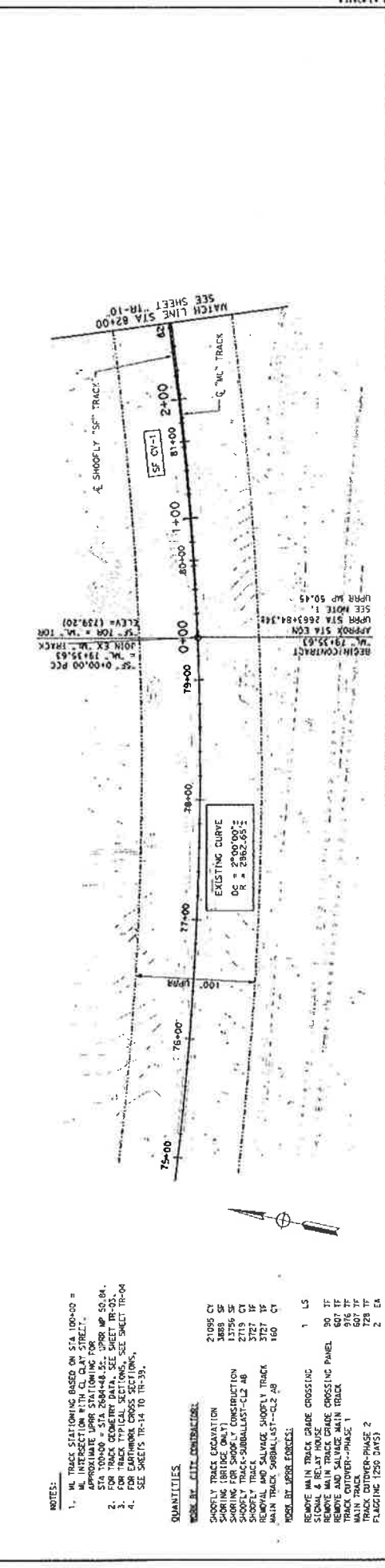
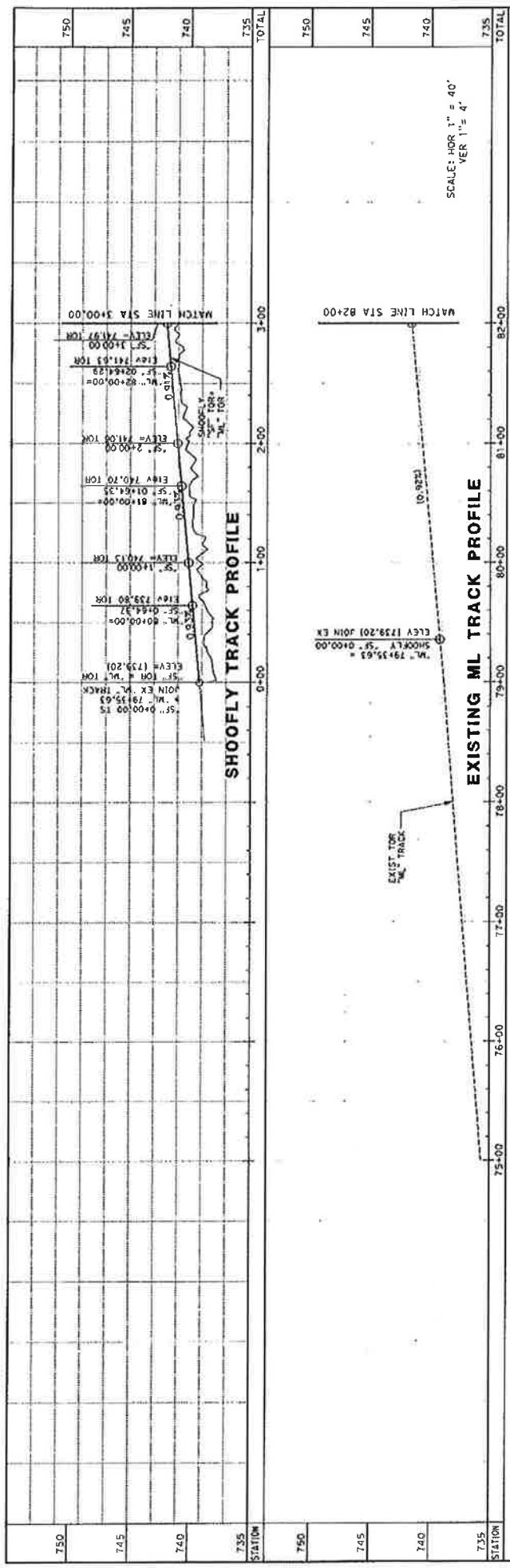
DATE: 08/08/00
PROJECT NO: 0001187
SHEET 3 OF 4

URS
SANTA ANA, CA 92705

EXHIBIT A-2

To Public Highway Underpass Crossing
Agreement

Cover Sheet for the
Shoofly Track Print



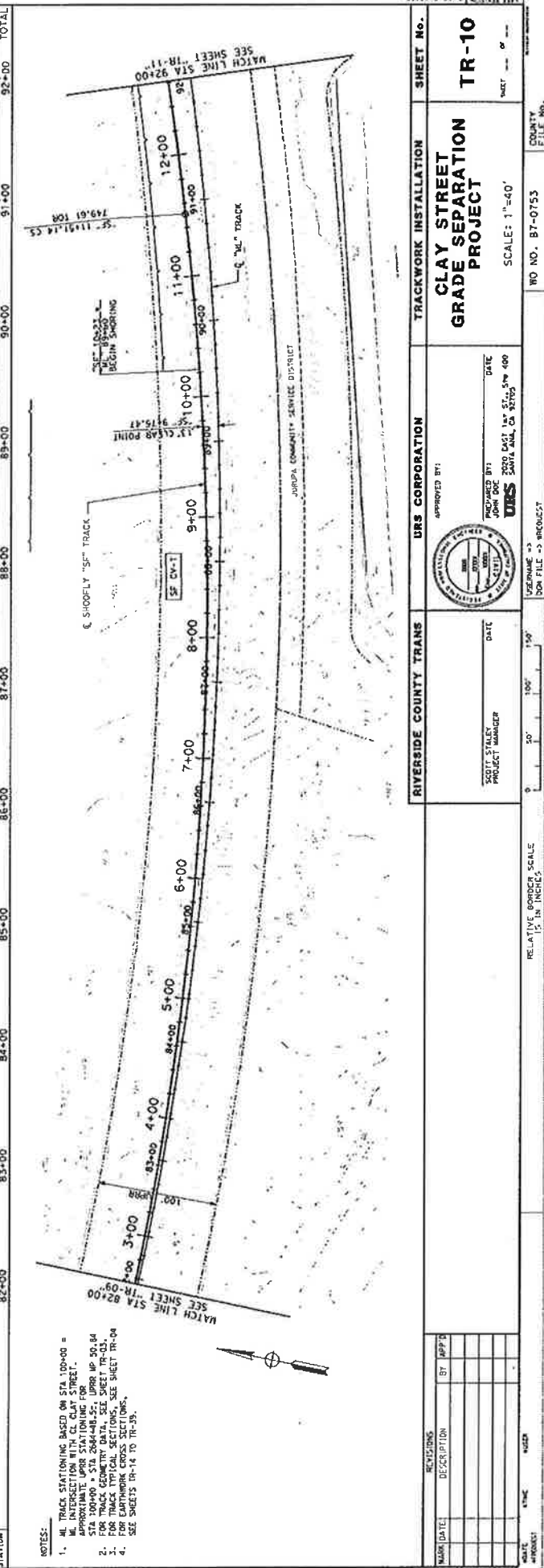
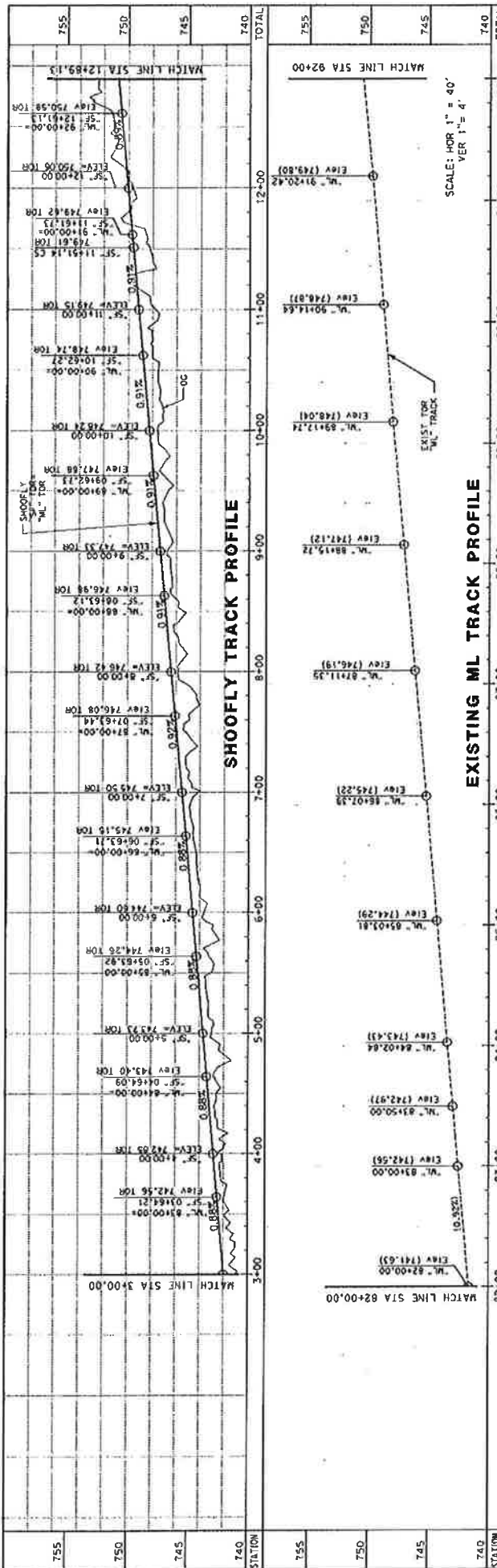
SHOOFLY TRACK PROFILE	EXISTING ML TRACK PROFILE	TRACKWORK INSTALLATION	CLAY STREET GRADE SEPARATION PROJECT	SHEET NO. TR-09
<p>SCALE: HOR 1" = 40' VER 1" = 4'</p>		<p>SCALE: 1" = 40'</p>		
<p>DATE PLOTTED: 08/11/10 11:00 AM DATE PRINTED: 08/11/10 11:00 AM</p>		<p>MO NO. B7-0753 COUNTY FILE NO.</p>		
<p>PROJECT MANAGER: SCOTT STALEY</p>		<p>APPROVED BY: URS CORPORATION</p>		
<p>DATE: _____</p>		<p>DATE: _____</p>		
<p>PROJECT MANAGER: SCOTT STALEY</p>		<p>DATE: _____</p>		

- NOTES:**
- ML TRACK STATIONING BASED ON STA 100+00 = APPROXIMATE UPRR STATIONING FOR INTERSECTION WITH CLAY STREET.
 - STA 100+00 = STA 2684+48.5; UPRR MP 50.04.
 - FOR TRACK GEOMETRY DATA, SEE SHEET TR-03.
 - FOR EARTHWORK CROSS SECTION, SEE SHEET TR-04.
 - SEE SHEETS TR-14 TO TR-39.

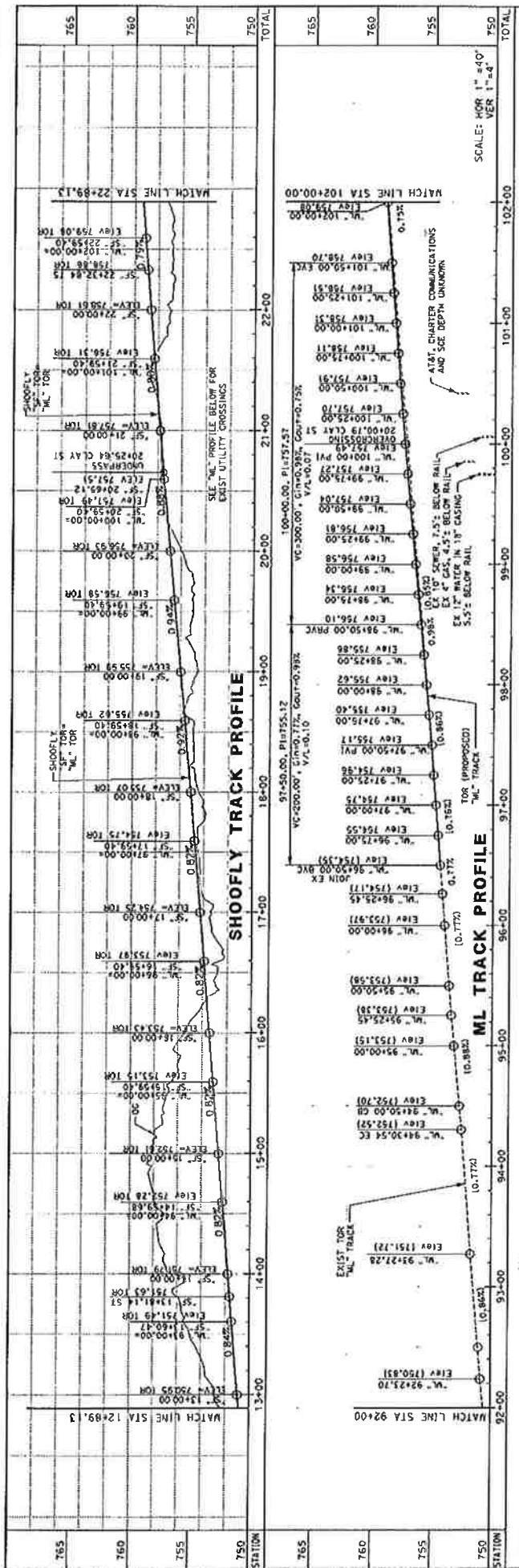
QUANTITIES

SHOOFLY TRACK EXCAVATION	21086 CY
SHOOFLY TRACK SUBBALLAST	3883 SF
SHOOFLY TRACK SUBBALLAST-C&G	13756 SF
SHOOFLY TRACK SUBBALLAST-C&G	2719 CY
SHOOFLY TRACK SUBBALLAST-C&G	3727 SF
SHOOFLY TRACK SUBBALLAST-C&G	3727 SF
SHOOFLY TRACK SUBBALLAST-C&G	160 CY
REMOVE MAIN TRACK GRADE CROSSING	1 LS
SIGNAL & RELAY HOUSE	80 SF
REMOVE MAIN TRACK GRADE CROSSING PANEL	607 SF
REMOVE MAIN TRACK GRADE CROSSING	976 SF
TRACK CUTOVER-PHASE 1	607 SF
TRACK CUTOVER-PHASE 2	728 SF
PLUGGING (150 PWS)	2 EA

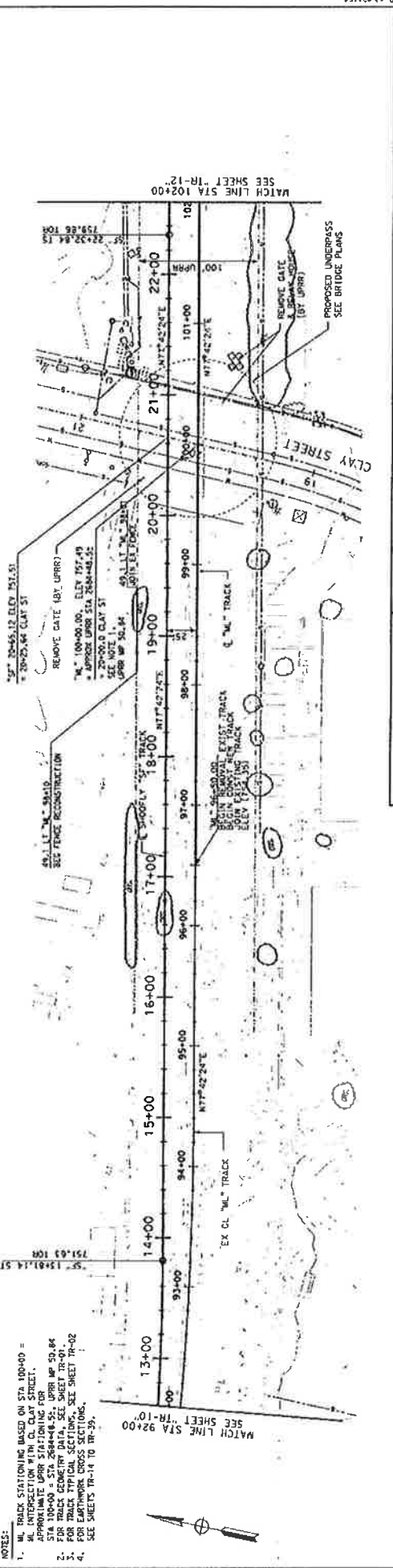
MARK	DATE	REVISIONS	DESCRIPTION	BY	APP'D



- NOTES:
- ML TRACK STATIONING BASED ON STA 100+00 = APPROXIMATE INTERSECTION WITH CLAY STREET.
 - APPROXIMATE UPRR STATIONING FOR STA 100+00 = STA 266+44.52; UPRR UP 90+84 = STA 266+44.52; UPRR DN 90+84 = STA 266+44.52. SEE SHEET TR-04 FOR TRACK TYPICAL SECTIONS. SEE SHEET TR-04 FOR TRACK CROSS SECTIONS. SEE SHEET TR-04 FOR TRACK TYPICAL SECTIONS. SEE SHEET TR-04 FOR TRACK CROSS SECTIONS.
 - SEE SHEETS TR-14 TO TR-15.



SCALE: HOR 1"=40'
 VER 1"=4'



- NOTES:
1. ML TRACK STATIONING BASED ON STA 100+00 = APPROXIMATE UPRR SIZING FOR TRACK.
 2. STA 100+00 = STA 2684+48.51; UPRR MP 20.84 FOR TRACK GEOMETRY DATA. SEE SHEET TR-01 FOR TRACK GEOMETRY DATA. SEE SHEET TR-02 FOR EARTHWORK CROSS SECTION. SEE SHEETS TR-14 TO TR-29.

DATE PLOTTED: 03/21/05	00-00-00
LINE PLOTTED AS: R1163	

REVISIONS	BY	DATE

APPROVED BY: URS CORPORATION

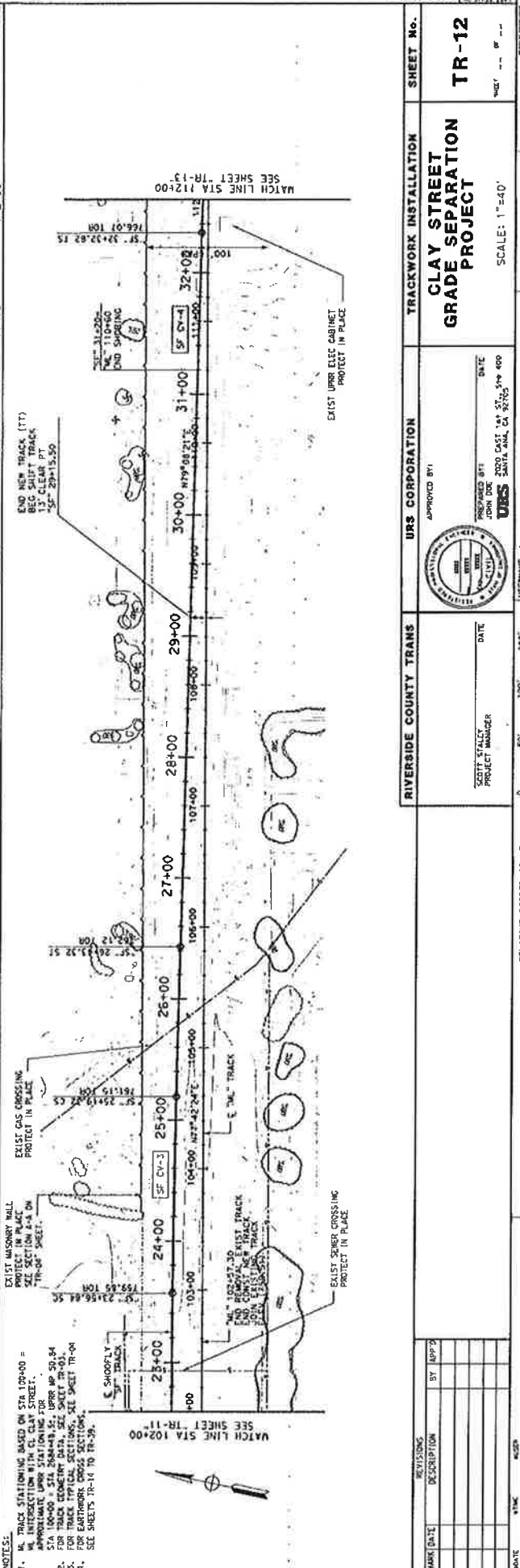
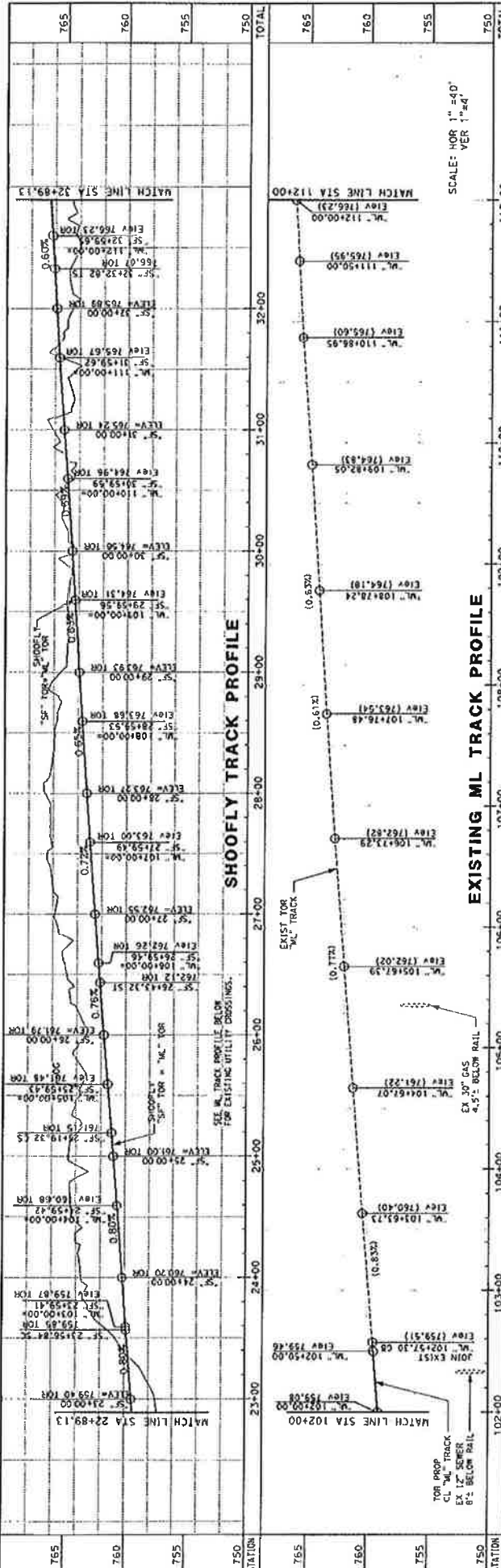
PROJECT MANAGER: URS CORPORATION

DATE: 03/21/05

SCALE: 1"=40'

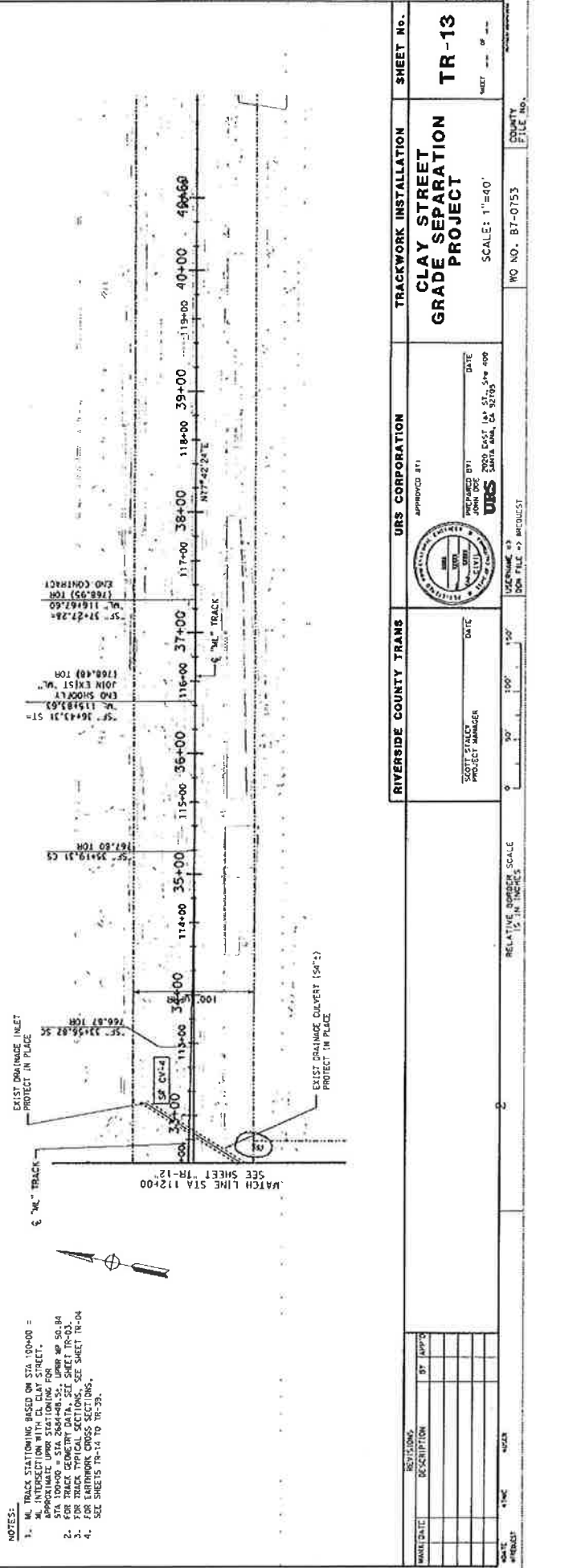
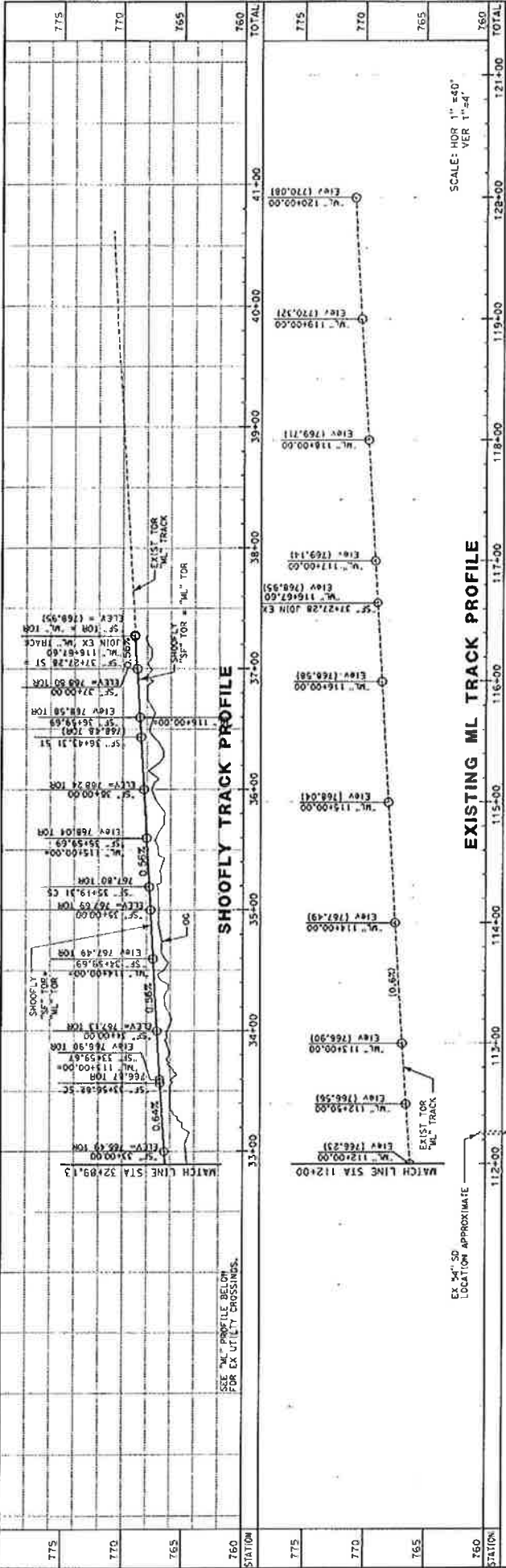
WO NO. B7-0753

COUNTY FILE NO.



MARK	DATE	REVISIONS	DESCRIPTION	BY	APP'D

RIVERSIDE COUNTY TRANS		URS CORPORATION		TRACKWORK INSTALLATION	
DATE		APPROVED BY:		SHEET NO.	
PROJECT MANAGER				CLAY STREET GRADE SEPARATION PROJECT	
DATE		URS 2000 EAST 1st St., 5th Floor SANTA ANA, CA 92705		TR-12	
DATE		USER NAME: >> JOB FILE: >>		COUNTY FILE NO.	
DATE		RELATIVE BORDER SCALE 15 IN. INCHES		SCALE: 1"=40'	
DATE		0 50' 100' 150'		WO NO. 07-0753	



- NOTES:
- ML TRACK STATIONING BASED ON STA 100+00 = APPROXIMATE UPPER STATIONING FOR INTERSECTION WITH CLAY STREET.
 - FOR TRACK GEOMETRY DATA, SEE SHEET TR-03.
 - FOR EARTHWORK CROSS SECTIONS, SEE SHEET TR-04.
 - SEE SHEETS TR-14 TO TR-23.

DATE: 08/11/10	DATE PLOTTED: 08/23/10	PROJECT: 07-0753	COUNTY: CLAY
RIVERSIDE COUNTY TRANS PROJECT MANAGER: SCOTT GARLEY DATE: _____		TRACKWORK INSTALLATION CLAY STREET GRADE SEPARATION PROJECT SCALE: 1"=40' WO NO. BT-0753 COUNTY FILE NO.	
URS CORPORATION APPROVED BY: _____ PREPARED BY: JOHN DOE DATE: 08/11/10		URS 2000 W. WASHINGTON ST. SUITE 200 DENVER, CO 80202	

EXHIBIT A-3

To Public Highway Underpass Crossing
Agreement

Cover Sheet for the
Shoofly Track Temporary Rights Legal
Description & Survey Print
(Parcel No. 0753-004D)

EXHIBIT "A"
CLAY STREET (GRADE SEPARATION)
LEGAL DESCRIPTION
0763-004D

AN EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES, BEING A PORTION OF THAT CERTAIN UNION PACIFIC RAILROAD RIGHT-OF-WAY (100.00 FOOT FULL-WIDTH), AS DESCRIBED BY GRANT DEED RECORDED AUGUST 3, 1903, IN BOOK 170, PAGES 252 THROUGH 256, INCLUSIVE, OF DEEDS, OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA AND SHOWN AS PARCEL 33 ON STATE BOARD OF EQUALIZATION LAND IDENTIFICATION MAP NUMBER 843-33-2E, BEING A SECTIONALIZED SURVEY OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 6 WEST, LYING WITHIN THE JURUPA RANCHO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF CLAY STREET (88.00 FOOT FULL-WIDTH) AS SHOWN BY PARCEL MAP 16858 ON FILE IN BOOK 133, PAGES 98 AND 99 OF PARCEL MAPS, RECORDS OF SAID RECORDER, AND THE NORTHERLY LINE OF SAID UNION PACIFIC RAILROAD RIGHT-OF-WAY;

THENCE N 77°41'31" E ALONG SAID NORTHERLY LINE, A DISTANCE OF 1,754.54 FEET;

THENCE S 12°18'29" E, A DISTANCE OF 50.00 FEET TO A POINT ON THE CENTERLINE OF SAID UNION PACIFIC RAILROAD RIGHT-OF-WAY;

THENCE S 77°41'31" W ALONG SAID CENTERLINE, A DISTANCE OF 1,408.00 FEET;

THENCE S 12°18'29" E, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID UNION PACIFIC RAILROAD RIGHT-OF-WAY;

THENCE S 77°41'31" W ALONG SAID SOUTHERLY, A DISTANCE OF 808.00 FEET;

THENCE N 12°18'29" W, A DISTANCE OF 50.00 FEET TO A POINT ON SAID CENTERLINE OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY;

THENCE S 77°41'31" W ALONG SAID CENTERLINE, A DISTANCE OF 119.26 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 2,864.89 FEET;

THENCE CONTINUING ALONG SAID CENTERLINE AND SAID TANGENT CURVE, WESTERLY THROUGH A CENTRAL ANGLE OF 31°54'49", AN ARC DISTANCE OF 1,595.74 FEET TO A LINE RADIAL THEREFROM;

THENCE N 19°36'20" E ALONG SAID RADIAL LINE, A DISTANCE OF 50.00 FEET TO A POINT ON SAID NORTHERLY LINE OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY, SAID POINT BEING THE BEGINNING OF A CONCENTRIC NON-TANGENT CURVE, WITH A RADIUS OF 2,814.89 FEET;

THENCE EASTERLY ALONG SAID NORTHERLY LINE AND SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 31°54'49", AN ARC DISTANCE OF 1,567.89 FEET;

THENCE N 77°41'31" E CONTINUING ALONG SAID NORTHERLY, A DISTANCE OF 580.72 FEET TO THE TRUE POINT OF BEGINNING;

CONTAINING: 236,254 SQUARE FEET, OR 5.424 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000015560 TO OBTAIN GROUND DISTANCE.

EXHIBIT "A"
CLAY STREET (GRADE SEPARATION)
LEGAL DESCRIPTION (CONTINUED)
0753-004D

REFERENCE IS HEREBY MADE TO RIVERSIDE COUNTY MAP NUMBER 946-R, ON FILE IN THE OFFICE
OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

SEE ATTACHED EXHIBIT "B"

APPROVED BY: Timothy F. Rayburn

DATE: 6/13/2012





EXHIBIT "B"
"TCE"

CITY OF JURUPA VALLEY

TRACT 28195
MB 276/1-5

PARCEL 0753-004D
236,254 SQ.FT.
5.424 AC.

PM 24176
PM 155/90-92

LIMONITE AVE.

SEC. 25, T.2S., R.6W.
JURUPA RANCHO

PM 16858
PM 133/98-99
PCL 7

P.O.B.

CLAY STREET

CURVE DATA

- (A) $\Delta=31^{\circ}54'49''$
R= 2,814.89'
L= 1,567.89'
- (B) $\Delta=31^{\circ}54'49''$
R= 2,864.89'
L= 1,595.74'

INTST # 3572
REC 11/28/1950

LINE DATA

- ① S $12^{\circ}18'29''$ E - 50.00'
- ② S $12^{\circ}18'29''$ E - 50.00'
- ③ S $77^{\circ}41'31''$ W - 808.00'
- ④ N $12^{\circ}18'29''$ W - 50.00'
- ⑤ S $77^{\circ}41'31''$ W - 119.26'
- ⑥ N $19^{\circ}36'20''$ E (R) - 50.00'

RS 24/99

U.P.R.R.

PM 18131
PM 126/30-32

BOOK 170, PAGE 252 - 256,
REC. 8-3-1903



ALL DISTANCES SHOWN ARE GRID DISTANCES.
GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE
GRID DIST. BY A COMBINATION FACTOR OF 1.00001556024.

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PROJECT: CLAY STREET (GRADE SEPERATION)

THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

APPROVED BY: *Timothy F. Rayburn* DATE: 6/13/2012

PAR. NO.:	0753-004D
PREPARED BY:	KKC-B
SCALE:	N.T.S.
DATE:	JUNE, 2012
W.O. NO.:	B7-0753
SHEET 1 OF 1	

EXHIBIT A-4

To Public Highway Underpass Crossing
Agreement

Cover Sheet for the
Permanent Rights Legal Descriptions
(Parcel Nos. 0753-004A, 0753-004B,
0753-004C, and 0753-004E)

EXHIBIT "A"
CLAY STREET (GRADE SEPARATION)
LEGAL DESCRIPTION
0753-004A

FILE COPY

AN EASEMENT FOR STRUCTURAL PURPOSES, BEING A PORTION OF THAT CERTAIN UNION PACIFIC RAILROAD RIGHT-OF-WAY (100.00 FOOT FULL WIDTH), AS DESCRIBED BY GRANT DEED RECORDED AUGUST 3, 1903, IN BOOK 170, PAGES 252 THROUGH 256, INCLUSIVE, OF DEEDS, OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA AND SHOWN AS PARCEL 33 ON STATE BOARD OF EQUALIZATION LAND IDENTIFICATION MAP NUMBER 843-33-2E, BEING A SECTIONALIZED SURVEY OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 6 WEST, LYING WITHIN THE JURUPA RANCHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF CLAY STREET (44.00 FOOT WESTERLY HALF-WIDTH) AND THE CENTERLINE OF LINARES AVENUE (33.00 FOOT SOUTHERLY HALF-WIDTH) AS SHOWN ON PARCEL MAP 16858 ON FILE IN BOOK 133, PAGES 98 AND 99, OF PARCEL MAPS, RECORDS OF SAID RECORDER;

THENCE S 00°36'10" W ALONG SAID CENTERLINE OF CLAY STREET, A DISTANCE OF 456.16 FEET TO A POINT ON THE NORTHERLY LINE OF SAID UNION PACIFIC RAILROAD RIGHT-OF-WAY;

THENCE S 77°41'31" W ALONG SAID NORTHERLY LINE, A DISTANCE OF 45.14 FEET TO THE POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF SAID CLAY STREET, BEING THE **TRUE POINT OF BEGINNING**;

THENCE S 00°36'10" W ALONG THE SOUTHERLY PROLONGATION OF SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 102.59 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID UNION PACIFIC RAILROAD RIGHT-OF-WAY;

THENCE S 77°41'31" W ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 32.57 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 75.75 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE SOUTHERLY PROLONGATION OF SAID CENTERLINE OF CLAY STREET;

THENCE N 00°36'10" E ALONG SAID PARALLEL LINE, A DISTANCE OF 102.59 FEET TO A POINT ON SAID NORTHERLY LINE OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY;

THENCE N 77°41'31" E ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 32.57 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 3,257 SQUARE FEET, OR 0.075 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000015560 TO OBTAIN GROUND DISTANCE.

REFERENCE IS HEREBY MADE TO RIVERSIDE COUNTY MAP NUMBER 946-R, ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

SEE ATTACHED EXHIBIT "B"
APPROVED BY: Timothy F. Rayburn
DATE: 5/9/2012



EXHIBIT "A"
CLAY STREET (GRADE SEPARATION)
LEGAL DESCRIPTION
0753-004B

FILE COPY

AN EASEMENT FOR STRUCTURAL PURPOSES, BEING A PORTION OF THAT CERTAIN UNION PACIFIC RAILROAD RIGHT-OF-WAY (100.00 FOOT FULL WIDTH), AS DESCRIBED BY GRANT DEED RECORDED AUGUST 3, 1903, IN BOOK 170, PAGES 252 THROUGH 256, INCLUSIVE, OF DEEDS, OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA AND SHOWN AS PARCEL 33 ON STATE BOARD OF EQUALIZATION LAND IDENTIFICATION MAP NUMBER 843-33-2E, BEING A SECTIONALIZED SURVEY OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 6 WEST, LYING WITHIN THE JURUPA RANCHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF CLAY STREET (44.00 FOOT WESTERLY HALF-WIDTH) AND THE CENTERLINE OF LINARES AVENUE (33.00 FOOT SOUTHERLY HALF-WIDTH) AS SHOWN ON PARCEL MAP 16858 ON FILE IN BOOK 133, PAGES 98 AND 99, OF PARCEL MAPS, RECORDS OF SAID RECORDER;

THENCE S 00°36'10" W ALONG SAID CENTERLINE OF CLAY STREET, A DISTANCE OF 456.16 FEET TO A POINT ON THE NORTHERLY LINE OF SAID UNION PACIFIC RAILROAD RIGHT-OF-WAY;

THENCE N 77°41'31" E ALONG SAID NORTHERLY LINE, A DISTANCE OF 45.14 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF SAID CLAY STREET, BEING THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING 77°41'31" E ALONG SAID NORTHERLY LINE, A DISTANCE OF 19.24 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 62.75 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF CLAY STREET;

THENCE S 00°36'10" W ALONG SAID PARALLEL LINE, A DISTANCE OF 102.59 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID UNION PACIFIC RAILROAD RIGHT-OF-WAY;

THENCE S 77°41'31" W ALONG SAID SOUTHERLY LINE, A DISTANCE OF 19.24 FEET TO A POINT ON THE SOUTHERLY PROLONGATION OF SAID EASTERLY RIGHT-OF-WAY LINE OF CLAY STREET;

THENCE N 00°36'10" E ALONG SAID SOUTHERLY PROLONGATION, A DISTANCE OF 102.59 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 1,924 SQUARE FEET, OR 0.044 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000015560 TO OBTAIN GROUND DISTANCE.

REFERENCE IS HEREBY MADE TO RIVERSIDE COUNTY MAP NUMBER 946-R, ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

SEE ATTACHED EXHIBIT "B"

APPROVED BY: Timothy F. Rayburn

DATE: 5/9/2012

FILE COPY



EXHIBIT "A"
CLAY STREET (GRADE SEPARATION)
LEGAL DESCRIPTION
0763-004C

FILE COPY

AN EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES LYING WITHIN THAT CERTAIN UNION PACIFIC RAILROAD RIGHT-OF-WAY (100.00 FOOT FULL WIDTH), AS DESCRIBED BY GRANT DEED RECORDED AUGUST 3, 1903, IN BOOK 170, PAGES 252 THROUGH 256, INCLUSIVE, OF DEEDS, OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA AND SHOWN AS PARCEL 33 ON STATE BOARD OF EQUALIZATION LAND IDENTIFICATION MAP NUMBER 843-33-2E, BEING A SECTIONALIZED SURVEY OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 6 WEST, LYING WITHIN THE JURUPA RANCHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF CLAY STREET (44.00 FOOT WESTERLY HALF-WIDTH) AND THE CENTERLINE OF LINARES AVENUE (33.00 FOOT SOUTHERLY HALF-WIDTH) AS SHOWN ON PARCEL MAP 16858 ON FILE IN BOOK 133, PAGES 98 AND 99, OF PARCEL MAPS, RECORDS OF SAID RECORDER;

THENCE S 00°36'10" W ALONG SAID CENTERLINE OF CLAY STREET, A DISTANCE OF 456.16 FEET TO A POINT ON THE NORTHERLY LINE OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY;

THENCE N 77°41'31" E ALONG SAID NORTHERLY LINE, A DISTANCE OF 64.38 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING N 77°41'31" E ALONG SAID NORTHERLY LINE, A DISTANCE OF 32.06 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 94.00 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE SOUTHERLY PROLONGATION OF SAID CENTERLINE OF CLAY STREET;

THENCE S 00°36'10" W ALONG SAID PARALLEL LINE, A DISTANCE OF 102.59 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID UNION PACIFIC RAILROAD RIGHT-OF-WAY;

THENCE S 77°41'31" W ALONG SAID SOUTHERLY LINE, A DISTANCE OF 32.06 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 62.75 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID SOUTHERLY PROLONGATION OF THE CENTERLINE OF CLAY STREET;

THENCE N 00°36'10" E ALONG SAID PARALLEL LINE, A DISTANCE OF 102.59 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING: 3,206 SQUARE FEET, OR 0.074 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000015560 TO OBTAIN GROUND DISTANCE.

REFERENCE IS HEREBY MADE TO RIVERSIDE COUNTY MAP NUMBER 946-R, ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

SEE ATTACHED EXHIBIT "B"

APPROVED BY: *Samuel H. R. [Signature]*

DATE: 1/3/2013



EXHIBIT "A"
CLAY STREET (GRADE SEPARATION)
LEGAL DESCRIPTION
0753-004E

FILE COPY

BEING A PORTION OF THAT CERTAIN UNION PACIFIC RAILROAD RIGHT-OF-WAY (100.00 FOOT FULL WIDTH), AS DESCRIBED BY GRANT DEED RECORDED AUGUST 3, 1903, IN BOOK 170, PAGES 252 THROUGH 258, INCLUSIVE, OF DEEDS, OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA AND SHOWN AS PARCEL 33 ON STATE BOARD OF EQUALIZATION LAND IDENTIFICATION MAP NUMBER 843-33-2E, BEING A SECTIONALIZED SURVEY OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 6 WEST, LYING WITHIN THE JURUPA RANCHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF CLAY STREET (44.00 FOOT WESTERLY HALF-WIDTH) AND THE CENTERLINE OF LINARES AVENUE (33.00 FOOT SOUTHERLY HALF-WIDTH) AS SHOWN ON PARCEL MAP 16858 ON FILE IN BOOK 133, PAGES 98 AND 99, OF PARCEL MAPS, RECORDS OF SAID RECORDER;

THENCE S 00°36'10" W ALONG SAID CENTERLINE OF CLAY STREET, A DISTANCE OF 458.16 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY LINE OF SAID UNION PACIFIC RAILROAD RIGHT-OF-WAY, BEING THE TRUE POINT OF BEGINNING;

THENCE N 77°41'31" E ALONG SAID NORTHERLY LINE, A DISTANCE OF 45.14 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF SAID CLAY STREET;

THENCE S 00°36'10" W ALONG THE PROLONGATION OF SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 102.59 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF SAID UNION PACIFIC RAILROAD RIGHT-OF-WAY;

THENCE S 77°41'31" W ALONG SAID SOUTHERLY LINE, A DISTANCE OF 90.28 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHERLY PROLONGATION OF THE WESTERLY RIGHT-OF-WAY LINE OF CLAY STREET;

THENCE N 00°36'10" E ALONG SAID SOUTHERLY PROLONGATION, A DISTANCE OF 102.59 FEET TO THE POINT OF INTERSECTION WITH SAID NORTHERLY LINE OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY;

THENCE N 77°41'31" E ALONG SAID NORTHERLY LINE, A DISTANCE OF 45.14 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING: 9,028 SQUARE FEET, OR 0.207 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000015560 TO OBTAIN GROUND DISTANCE.

REFERENCE IS HEREBY MADE TO RIVERSIDE COUNTY MAP NUMBER 948-R, ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

SEE ATTACHED EXHIBIT "B"

APPROVED BY: _____

DATE: 2/11/2013

FILE COPY



EXHIBIT A-5

To Public Highway Underpass Crossing
Agreement

Cover Sheet for the
Permanent Rights Survey Prints
(Parcel Nos. 0753-004A, 0753-004B,
0753-004C, and 0753-004E)

EXHIBIT "B"



P.O.C.

N 89°23'50" W

33' LINARES AVE

SEC. 25, T.2S., R.6W.
JURUPA RANCHO

PM 16858
PMB 133/98-99

PCL 7

LINE DATA

- ① S 77°41'31" W - 45.14'
- ② S 00°36'10" W - 102.59'
- ③ S 77°41'31" W - 32.57'
- ④ N 00°36'10" E - 102.59'
- ⑤ N 77°41'31" E - 32.57'

FILE COPY

EXISTING R/W

44'

CLAY ST

C/L

S 00°36'10" W 456.16'

EXISTING R/W

R/W PER
PM 133/98-99

PARCEL
0753-004A

3,257 SQ.FT.
0.075 AC.

163-400-003

75.75'

T.P.O.B.

EXISTING RAILROAD R/W

UNION PACIFIC RAILROAD

BOOK 170, PAGE 252 - 256, REC. 8-3-1903

EXISTING RAILROAD R/W

CITY
OF
JURUPA VALLEY



ALL DISTANCES SHOWN ARE GRID DISTANCES.
GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE
GRID DIST. BY A COMBINATION FACTOR OF 1.000015560.

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PROJECT: CLAY STREET (GRADE SEPERATION)

THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING
DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

APPROVED BY:

Timothy F. Rayburn DATE: 5/9/2012

PAR. NO.: 0753-004A

PREPARED BY: DGO

SCALE: N.T.S.

DATE: MAY, 2012

W.O. NO.: B7-0753

SHEET 1 OF 1

FILE COPY



P.O.C.

EXHIBIT "B"

N 89°23'50" W

33' LINARES AVE

R/W PER
PM 133/98-99

SEC. 25, T.2S., R.6W.
JURUPA RANCHO

PM 16858
PMB 133/98-99

PCL 7

FILE COPY

R/W PER
PM 133/98-99

EXISTING R/W

44'

44'

CLAY ST

S 00°36'10" W 456.16'

EXISTING R/W

LINE DATA

- ① N 77°41'31" E - 45.14'
- ② N 77°41'31" E - 19.24'
- ③ S 00°36'10" W - 102.59'
- ④ S 77°41'31" W - 19.24'
- ⑤ N 00°36'10" E - 102.59'

PARCEL
0753-004B

1,924 SQ.FT.
0.044 AC.

EXISTING RAILROAD R/W

163-400-019

UNION PACIFIC RAILROAD

BOOK 170, PAGE 252 - 256, REC. 8-3-1903

EXISTING RAILROAD R/W

T.P.O.B.

62.75'

CITY OF JURUPA VALLEY



ALL DISTANCES SHOWN ARE GRID DISTANCES.
GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE
GRID DIST. BY A COMBINATION FACTOR OF 1.000015560.

COUNTY OF RIVERSIDE TRANSPORTATION DEPT, SURVEY DIV.

PROJECT: CLAY STREET (GRADE SEPERATION)

THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

APPROVED BY: *Timothy F. Rayburn*

DATE: 5/9/2012

PAR. NO.: 0753-004B

PREPARED BY: DGO

SCALE: N.T.S.

DATE: MAY, 2012

W.O. NO.: B7-0753

SHEET 1 OF 1

FILE COPY

EXHIBIT A-5

EXHIBIT "B"

P.O.C. "TEMPORARY CONSTRUCTION EASEMENT"

N 89°23'50" W

33' LINARES AVE

SEC. 25, T.2S., R.6W.

R/W PER PM 133/98-99

JURUPA RANCHO

PM 16858

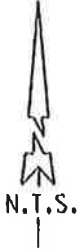
PMB 133/98-99

PCL 7

FILE COPY

LINE DATA

- ① N 77°41'31" E - 64.38'
- ② N 77°41'31" E - 32.06'
- ③ S 00°36'10" W - 102.59'
- ④ S 77°41'31" W - 32.06'
- ⑤ N 00°36'10" E - 102.59'



R/W PER PM 133/98-99

EXISTING R/W

44' 44'

CLAY ST

C/L

S 00°36'10" W 456.16'

EXISTING R/W

T.P.O.B.

PARCEL 0753-004C

3,206 SQ.FT.
0.074 AC.

EXISTING RAILROAD R/W

163-400-019

UNION PACIFIC RAILROAD

BOOK 170, PAGE 252 - 256, REC. 8-3-1903

EXISTING RAILROAD R/W

62.75'

50'

50'

94.00'

CITY OF JURUPA VALLEY



ALL DISTANCES SHOWN ARE GRID DISTANCES.
GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE
GRID DIST. BY A COMBINATION FACTOR OF 1.000015560.

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PROJECT: CLAY STREET (GRADE SEPERATION)

THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

APPROVED BY: *Timothy E. Rayburn* DATE: 1/7/2013

PAR. NO.: 0753-004C

PREPARED BY: DGO

SCALE: N.T.S.

DATE: JANUARY, 2013

W.O. NO.: B7-0753

SHEET 1 OF 1

EXHIBIT A-5

EXHIBIT "B"



P.O.C.

N 89°23'50" W

33' LINARES AVE

R/W PER
PM 133/98-99

SEC. 25, T.2S., R.6W.
JURUPA RANCHO

PM 16858
PMB 133/98-99

PCL 7

FILE COPY

LINE DATA

- ① N 77°41'31" E - 45.14'
- ② S 00°36'10" W - 102.59'
- ③ S 77°41'31" W - 90.28'
- ④ N 00°36'10" E - 102.59'
- ⑤ N 77°41'31" E - 45.14'

R/W PER
PM 133/98-99

EXISTING R/W

44' 44'

CLAY ST

S 00°36'10" W 456.16'

EXISTING R/W

T.P.O.B.

C/L

PARCEL
0753-004E

9,028 SQ.FT.
0.207 AC.

EXISTING RAILROAD R/W

163-400-019

UNION PACIFIC RAILROAD

BOOK 170, PAGE 252 - 256, REC. 8-3-1903

EXISTING RAILROAD R/W

50'

50'

CITY OF
JURUPA VALLEY



ALL DISTANCES SHOWN ARE GRID DISTANCES.
GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE
GRID DIST. BY A COMBINATION FACTOR OF 1.000015560.

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PROJECT: CLAY STREET (GRADE SEPERATION)

THIS PLAT IS AN AID IN LOCATING THE PARCELS DESCRIBED IN THE PRECEDING
DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

APPROVED BY: *Timothy F. Rayburn* DATE: 2/7/2013

PAR. NO.: 0753-004E

PREPARED BY: DGO

SCALE: N.T.S.

DATE: FEBRUARY, 2013

W.O. NO.: B7-0753

SHEET 1 OF 1

EXHIBIT B

To Public Highway Underpass Crossing
Agreement

Cover Sheet for the
General Terms and Conditions

EXHIBIT B

TO PUBLIC HIGHWAY UNDERPASS AGREEMENT

GENERAL TERMS AND CONDITIONS

SECTION 1. CONDITIONS AND COVENANTS

- A. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The City/County shall not use or permit use of the Crossing Area for any purposes other than those described in this Agreement. Without limiting the foregoing, the City/County shall not use or permit use of the Crossing Area for railroad purposes, or for gas, oil or gasoline pipe lines. Any lines constructed on the Railroad's property by or under authority of the City/County for the purpose of conveying electric power or communications incidental to the City/County's use of the property for highway purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as not adversely to affect communication or signal lines of the Railroad or its licensees now or hereafter located upon said property. No nonparty shall be admitted by the City/County to use or occupy any part of the Railroad's property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.
- B. The Railroad reserves the right to cross the Crossing Area with such railroad tracks as may be required for its convenience or purposes.
- C. The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded, and also to any renewals thereof. The City/County shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the Railroad's property, unless the City/County at its own expense settles with and obtains releases from such nonparties.
- D. The Railroad reserves the right to use and to grant to others the right to use the Crossing Area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property; and the right to cross the Crossing Area with all kinds of equipment. The Railroad further reserves the right to attach signal, communication or power lines to the Structure, provided that such attachments shall comply with City/County's specifications and will not interfere with the City/County's use of the Crossing Area.
- E. So far as it lawfully may do so, the City will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Crossing Area, excepting taxes levied upon and against the property as a component part of the Railroad's operating property.
- F. If any property or rights other than the right hereby granted are necessary for the construction, maintenance and use of the Structure and its appurtenances, or for the performance of any work in connection with the Project, the City/County will acquire all such other property and rights at its own expense and without expense to the Railroad.

SECTION 2. CONSTRUCTION OF STRUCTURE

- A. The County, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the Project, and will furnish the Railroad upon request with satisfactory evidence that such authority has been obtained.
- B. Except as may be otherwise specifically provided herein, the City/County, at its expense, will furnish all necessary labor, material and equipment, and shall construct and complete the Structure and all appurtenances thereof. The appurtenances shall include, without limitation, all necessary and proper drainage facilities, guard rails or barriers, and right of way fences between the Structure and the railroad tracks. Upon completion of the Project, the City/County shall remove from the Railroad's property all temporary structures and false work, and will leave the Crossing Area in a condition satisfactory to the Railroad.
- C. All construction work of the City/County upon the Railroad's property (including, but not limited to, construction of the Structure and all appurtenances and all related and incidental work) shall be performed and completed in a manner satisfactory to the Assistant Vice President Engineering-Design of the Railroad or his authorized representative and in compliance with the Plans, the Railroad's Coordination Requirements set forth in **Exhibit D** and other guidelines furnished by the Railroad.
- D. All construction work of the City/County shall be performed diligently and completed within a reasonable time. No part of the Project shall be suspended, discontinued or unduly delayed without the Railroad's written consent, and subject to such reasonable conditions as the Railroad may specify. It is understood that the Railroad's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of the City/County. The City/County hereby assumes the risk of any such delays and agrees that no claims for damage on account of any delay shall be made against the Railroad by the State and/or the Contractor.

SECTION 3. INJURY AND DAMAGE TO PROPERTY

If the City/County, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the City/County is responsible under the provisions of this Agreement, shall injure, damage or destroy any property of the Railroad or of any other person lawfully occupying or using the property of the Railroad, such property shall be replaced or repaired by the City/County at the City/County's own expense, or by the Railroad at the expense of the City/County, and to the satisfaction of the Railroad's Assistant Vice President Engineering - Design.

SECTION 4. RAILROAD MAY USE CONTRACTORS TO PERFORM WORK

The Railroad may contract for the performance of any of its work by other than railroad forces. The Railroad shall notify the City/County of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, the City/County shall reimburse the Railroad for the amount of the contract.

SECTION 5. MAINTENANCE AND REPAIRS

- A. The City, at its expense, shall maintain, repair, and renew, or cause to be maintained, repaired and renewed, the entire Structure, including the waterproofing and below, and further including, but not limited to, the superstructure, substructure, piers, abutments, walls, approaches and all backfill, grading and drainage required by reason of the Structure, as well as all graffiti removal or over-painting involving the Structure.
- B. The Railroad, at its expense, will maintain, repair and renew, or cause to be maintained, repaired and renewed, above the waterproofing, including, but not limited to, the rails, ties, ballast and communication and signal facilities owned by the Railroad.

SECTION 6. SAFETY MEASURES; PROTECTION OF RAILROAD COMPANY OPERATIONS

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of the City/County that the work will be performed in a safe manner and in conformity with the following standards:

- A. **Definitions.** All references in this Agreement to the City/County shall also include the Contractor and their respective officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work of the City/County shall include work both within and outside of the Railroad's property.
- B. **Entry on to Railroad's Property by City/County.** If the City/County's employees need to enter Railroad's property in order to perform an inspection of the Structure, minor maintenance or other activities, the City/County shall first provide at least ten (10) working days advance notice to the Railroad Representative. With respect to such entry on to Railroad's property, the City/County, to the extent permitted by law, agrees to release, defend and indemnify the Railroad from and against any loss, damage, injury, liability, claim, cost or expense incurred by any person including, without limitation, the City/County's employees, or damage to any property or equipment (collectively the "Loss") that arises from the presence or activities of City/County's employees on Railroad's property, except to the extent that any Loss is caused by the sole direct negligence of Railroad.
- C. **Flagging.**
 - (i) If the City/County's employees need to enter Railroad's property as provided in Paragraph B above, the City/County agrees to notify the Railroad Representative at least thirty (30) working days in advance of proposed performance of any work by City/County 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 thirty (30) day notice, the Railroad Representative will determine and inform City/County whether a flagman need be present and whether City/County needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill City/County for such expenses incurred by Railroad. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, City/County agrees that City/County is not relieved of any of its responsibilities or liabilities set forth in this Agreement.
 - (ii) 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 flagmen 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 and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and 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, City/County shall pay on the basis of the new rates and charges.

- (iii) 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 City/County 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, City/County 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, City/County 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 thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.
- D. **Compliance With Laws.** The City/County shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The City/County shall use only such methods as are consistent with safety, both as concerns the City/County, the City/County's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The City/County (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by the City/County to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the City/County shall reimburse and, to the extent it may lawfully do so, indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The City/County further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.
- E. **No Interference or Delays.** The City/County shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.
- F. **Supervision.** The City/County, at its own expense, shall adequately police and supervise all work to be performed by the City/County, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the City/County for safe conduct and adequate policing and supervision of the Project shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's representatives, or by compliance by the City/County with any requests or recommendations made by such representatives. If a representative of the Railroad is assigned to the Project, the City/County will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Railroad's property and operations.
- G. **Suspension of Work.** If at any time the City/County's engineers or the Vice President-Engineering Services of the Railroad or their respective representatives shall be of the opinion that any work of the City/County is being or is about to be done or prosecuted without due regard and precaution for safety and security, the City/County shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.
- H. **Removal of Debris.** The City/County shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the City/County at the City/County's own expense or by the Railroad at the expense of the City/County. The City/County shall not cause, suffer or permit any snow to be plowed or cast upon the Railroad's property during snow removal from the Crossing Area.
- I. **Explosives.** The City/County shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad's Vice President-Engineering Services, which shall not be given if, in the sole discretion of the Railroad's Vice President-Engineering Services, such discharge would be dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the "vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate.

- J. **Excavation.** The City/County shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The City/County shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The City/County, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the City/County in connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad's Assistant Vice President Engineering - Design to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.
- K. **Drainage.** The City/County, at the City/County's own expense, shall provide and maintain suitable facilities for draining the Structure and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The City/County, at the City/County's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the City/County, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Railroad or any part thereof, or property of others. The City/County shall not obstruct or interfere with existing ditches or drainage facilities.
- L. **Notice.** Before commencing any work, the City/County shall provide the advance notice that is required under the Contractor's Right of Entry Agreement.
- M. **Fiber Optic Cables.** Fiber optic cable systems may be buried on the 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. City/County shall telephone the 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 the Railroad's premises to be used by the City/County. If it is, City/County will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

SECTION 7. INTERIM WARNING DEVICES

If at anytime it is determined by a competent authority, by the City/County, or by agreement between the parties, that new or improved train activated warning devices should be installed at the Crossing Area, the City/County shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the construction or reconstruction of the Structure has been completed.

SECTION 8. OTHER RAILROADS

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

SECTION 9. BOOKS AND RECORDS

The books, papers, records and accounts of Railroad, so far as they relate to the items of expense for the materials to be provided by Railroad under this Project, or are associated with the work to be performed by Railroad under this Project, shall be open to inspection and audit at Railroad's offices in Omaha, Nebraska, during normal business hours by the agents and authorized representatives of City/County for a period of three (3) years following the date of Railroad's last billing sent to City/County.

SECTION 10. REMEDIES FOR BREACH OR NONUSE

- A. If the City/County shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of the Railroad is necessary to place the Structure and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad's employees; and the City/County will reimburse the Railroad for the expenses thereof.
- B. Nonuse by the City/County of the Crossing Area for public highway purposes continuing at any time for a period of eighteen (18) months after the completion of the construction of the Structure shall, at the option of the Railroad, work a termination of this Agreement and of all rights of the City/County hereunder.
- C. The City/County will surrender peaceable possession of the Crossing Area and Structure upon termination of this Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

SECTION 11. MODIFICATION - ENTIRE AGREEMENT

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the City/County and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the City/County shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding between the City/County and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.

EXHIBIT C

To Public Highway Underpass Crossing
Agreement

Cover Sheet for the
Material and Force Account Estimate

Material And Force Account Estimate

Riverside County Trans

Estimate Number: 74863 Version: 1

Standard Rates: Labor Additive = 211.7% WT Labor Additive = 194.11%
Estimate Good for 6 Months Until 09/25/13

Location: LOS ANGELES SUB, CONN, 47.75-56.62

Description of Work: Clay Street - Riverside County Trans - Los Angeles Sub MP 50.84 - UP
 portion of Track Work for Grade Separation

COMMENTS	FACILITY	Description	QTY	UOM	UCST	LABOR	MATERIAL	TOTAL	
ENGINEERING									
		ENGINEERING	1	LS	75,000.00	75,000	0	75,000	
Structures Design - MR		CONTRACT ENGINEERING	1	LS	25,000.00	0	25,000	25,000	
		FLAGGING/INSPECTION	10	MD	1,413.00	14,130	0	14,130	
Sub-Total =						89,130	25,000	114,130	
TRACK CONSTRUCTION - COMPANY									
Shift Out/Shift Back - May change w	TRACK	SHIFT TRACK: M.L. W/O TIES	2870	TF	26.57	53,587	22,659	76,247	
New Main over Structure	TRACK	141# CWRH0 CTIE SAFLOK3	610	TF	256.03	71,827	84,353	156,180	
		MOBILIZATION: COMPANY	4	DA	11,450.00	45,800	0	45,800	
Sub-Total =						171,214	107,012	278,227	
TRACK REMOVAL - COMPANY									
Existing Main Through Crossing	TRACK	REMOVE TRACK	610	TF	10.49	6,401	0	6,401	
Rubber Surface Crossing	RDXING	REMOVE ROAD CROSSING - CONCRETE	84	TF	21.31	1,790	0	1,790	
Sub-Total =						8,191	0	8,191	
SIGNAL - COMPANY									
Provided by Mike F & Curt Hill 3/15/		SIGNAL: REMOVAL	1	LS	30,000.00	30,000	0	30,000	
Sub-Total =						30,000	0	30,000	
EQUIPMENT RENTAL									
		EQUIPMENT RENTAL	1	LS	15,000.00	0	15,000	15,000	
Sub-Total =						0	15,000	15,000	
HOMELINE FREIGHT									
		HOMELINE FREIGHT	3366	Per Ton	8.75	0	29,449	29,449	
Sub-Total =						0	29,449	29,449	
PROJECT LEVEL COST									
	CONTINGENCIES	CONTINGENCY	10	%	4,749.96	29,854	17,646	47,500	
Sub-Total =						29,854	17,646	47,500	
Total Wgt. in Tons = 3,366						Totals =	328,388	194,107	522,495

Grand Total = **\$522,495**

Please Note: The above figures are estimates only and are subject to fluctuation. In the event of an increase or decrease in the cost or amount of material or labor required, Riverside County Trans will pay actual construction costs at the current rates effective thereof.

EXHIBIT C-1

To Public Highway Underpass Crossing
Agreement

Cover Sheet for the
Railroad Flagging & Inspection Estimate

EXHIBIT C-1

RAILROAD FLAGGING & INSPECTION ESTIMATE

TO PUBLIC ROAD CROSSING GRADE SEPARATION AGREEMENT

DESCRIPTION OF WORK: Perform flagging and inspection services for the County of Riverside, for the construction of the Clay Street Grade Separation project. (USDOT#410993U), at Railroad Mile Post 50.84 on the Los Angeles Subdivision, in County of Riverside, California.

LOCATION: Riverside, California DATE: April 3, 2013

DESCRIPTION	LABOR	MATERIAL	AUTHORITY TOTAL
FLAGGING (at \$1,300/day) 500 days	\$650,000		\$650,000
INSPECTION	\$ 50,000		\$ 50,000
Engineering review	\$ 25,000		\$ 25,000
10% Contingency	\$ 72,500		\$ 72,500
TOTAL PROJECT	\$ 797,500		\$ 797,500
TOTAL ESTIMATED COST OF PROJECT LESS CREDITS			\$ 797,500

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OF AMOUNT OF MATERIAL OR LABOR REQUIRED, THE AUTHORITY WILL BE BILLED FOR ACTUAL COST AT THE CURRENT RATES EFFECTIVE THEREOF.

EXHIBIT D

To Public Highway Underpass Crossing
Agreement

Cover Sheet for the
Railroad's Coordination Requirements

EXHIBIT D

TO PUBLIC HIGHWAY UNDERPASS CROSSING AGREEMENT

RAILROAD'S COORDINATION REQUIREMENTS

1.01 DEFINITIONS

Agreement: Agreement that has been signed, or will be signed, between Railroad and Agency covering the construction and maintenance of the Project.

Agency: City of Jurupa Valley and the County of Riverside

AREMA: American Railway Engineering and Maintenance-of-way Association

Contractor: The contractor or contractors hired by the Agency to perform any project work on any portion of Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

MUTCD: Manual on Uniform Traffic Control Devices

Project: Construction of the new Clay Street Underpass grade separated public road crossing

Railroad: Union Pacific Railroad Company

Railroad Project Representative: Railroad's Manager of Industry and Public Projects for this Project (see Section 1.03)

Railroad MTM Representative: Railroad's Manager of Track Maintenance for this Project (see Section 1.03)

Requirements: The Railroad Coordination Requirements set forth in this Exhibit.

1.02 DESCRIPTION

This Project includes construction work within Railroad's right-of-way. These Requirements describe coordination with the Railroad when work by the Contractor will be performed upon, over or under the Railroad right-of-way or may impact current or future Railroad operations. The Contractor will coordinate with the Railroad while performing the work outlined in this Agreement and shall afford the same cooperation with the Railroad as it does with the Agency. All submittals and work shall be completed in compliance with these Requirements, Railroad guidelines and requirements, AREMA recommendations and/or as directed by the Railroad Local Representative and/or the Railroad MTM Representative.

1.03 UPRR CONTACTS

The Railroad Project Representative for this project is:

*Kenneth Tom
 Manager Industry & Public Projects
 Union Pacific Railroad Company
 2015 South Willow Avenue
 Bloomington, CA 92316
 phone: 909-685-2288
 fax: 909-879-6289
 cell: 909-213-3239*

For Railroad flagging services and track work, contact the following Railroad MTM Representative:

*Kyle Krzemien
 Manager Track Maintenance
 Union Pacific Railroad Company
 17225 East Arenth Avenue
 City of Industry, CA 91748
 phone: 626-935-7596
 fax: 626-935-7525
 cell: 626-476-7220*

1.04 PLANS / SPECIFICATIONS

The plans and specifications for this Project, affecting the Railroad, are subject to the written approval by the Railroad. Changes in the plans made after the execution of the Agreement and/or the awarding of the Project to the Contractor are subject to the prior review and written approval of the Agency and the Railroad. No construction work shall commence until final stamped plans and/or changes to final stamped plans have been reviewed and approved by the Railroad in writing. The Railroad's review and approval of the Agency's and/or Contractor's plans in no way relieves the Agency and Contractor from their responsibilities, obligations and/or liabilities under this Agreement, Agency's agreement with the Contractor for the Project

and/or in the separate Contractor's Right of Entry Agreement referenced in Section 1.08. Railroad's approval will be given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of Agency's and/or Contractor's plans and that any reliance by the Agency or the Contractor with respect to such plans is at the risk of the Agency and the Contractor.

1.05 UTILITIES AND FIBER OPTICS

- A. All installations shall be constructed in accordance with current AREMA recommendations and Railroad specifications and requirements. Railroad general guidelines and the required application forms for utility installations can be found on the Railroad website at <http://www.uprr.com/reus/pipeline/install.shtml>.
- B. It shall be the responsibility of the Contractor, at its expense, to make arrangements directly with utility companies involving the protection, encasement, reinforcement, relocation, replacement, removing or abandonment in place of non-railroad facilities affected by the Project. Railroad has no obligation to supply additional Railroad property for non-railroad facilities affected by this Project, nor does the Railroad have any obligation to permit non railroad facilities to be abandoned in place or relocated on Railroad's property. Any facility and/or utility that crosses Railroad right of way must be covered under an agreement with the Railroad including, without limitation, any relocations of an existing facility and/or utility.
- C. Any longitudinal fiber optic lines on Railroad right of way shall be treated as Railroad facilities. Project design may need to be altered to accommodate such facilities.
- D. Any fiber optic relocations or protections that are required due to this Project will be at the Agency's expense.

1.06 GENERAL

- A. It is essential that the proposed construction shall be performed without interference to Railroad operations and in compliance with all applicable Railroad and Federal Railroad Administration rules and regulations. The Railroad shall be reimbursed by the Contractor or Agency for train delay costs and lost revenue claims due to any delays or interruption of train operations resulting from the Contractor's construction or other activities.
- B. Track protection is required for all work equipment (including rubber tired equipment) operating within 25 feet from nearest rail. All work shall be designed and executed outside the temporary construction clearance envelope defined in Section 1.12.
- C. The Contractor is also advised that new facilities within the Project may be scheduled to be built by the Railroad and that certain Contractor's activities cannot proceed until that work is complete. The Contractor shall be aware of the limits of responsibilities, allow sufficient time in the schedule for that work to be accomplished and shall coordinate its efforts with the Railroad.

1.07 RAILROAD OPERATIONS

- A. The Contractor shall be advised that trains and/or equipment should be expected on any track, at any time, and in either direction. The Contractor shall communicate with the Railroad MTM Representative to improve the Contractor's understanding of Railroad traffic volume and operation at the Project site. The Contractor's bid shall be structured assuming intermittent track windows as defined in Section 1.07 C
- B. All Railroad tracks within and adjacent to the Project site are to be assumed as 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 can 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's operations.
- C. Work windows for this Project shall be coordinated with the Agency or Contractor and the Railroad Project Representative and the Railroad MTM Representative. Types of work windows include Conditional Work Windows and Absolute Work Windows, as defined below:
 - 1. **Conditional Work Window**: A period of time in which Railroad's 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 Railroad flag person will be required. At the direction of the 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 from the nearest active track or as directed by the Railroad MTM Representative). Conditional Work Windows are available for the project subject to Railroad's local operating unit review and approval.
 - 2. **Absolute Work Window**: A period of time in which construction activities are given priority over Railroad's operations. During this time the designated Railroad track(s) will be inactive for train movements and may be fouled by the Contractor. Before the end of an Absolute Work Window, all Railroad tracks and signals must be completely operational for normal train operations. Also, all Railroad, Public Utilities Commission and Federal Railroad Administration requirements, codes and regulations for operational tracks must be complied with. Should the operating tracks and/or signals be affected, the Railroad will perform inspections of the work prior to placing the affected track

back into service. Railroad flag persons will be required for construction activities requiring an Absolute Work Window. **Absolute Work Windows will generally not be granted. Any request will require a detailed written explanation for Railroad review and approval.**

1.08 RIGHT OF ENTRY, ADVANCE NOTICE AND WORK STOPPAGES

- A. Prior to beginning any work within the Railroad right-of-way, the Contractor shall enter into an agreement with the Railroad in the form of the Contractor's Right of Entry Agreement, attached as **Exhibit E**, or latest version thereof provided by the Railroad. There is a fee for processing of the agreement which shall be borne by the Contractor. The right of entry agreement shall specify working time frames, flagging, inspection and insurance requirements and any other items specified by the Railroad.
- B. The Contractor shall give advance notice to the Railroad as required in the Contractor's Right of Entry Agreement before commencing work in connection with construction upon or over Railroad's right-of-way and shall observe the Railroad rules and regulations with respect thereto.
- C. All work upon the Railroad right-of-way shall be done at such times and in such a manner as not to interfere with or endanger the operations of the Railroad. Whenever work may affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad MTM Representative for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor, which requires flagging service or inspection service, shall be deferred until the flagging protection required by the Railroad is available at the job site. See Section 1.21 for railroad flagging requirements.
- D. The Contractor shall make requests in writing to both the Railroad Project Representative and the Railroad MTM Representative for both Absolute and Conditional Work Windows, at least two weeks in advance of any work. The written request must include:
 - 1. Description of work to be done.
 - 2. The days and hours that work will be performed.
 - 3. The exact location of the work and proximity to the tracks.
 - 4. The type of window and amount of time requested.
 - 5. The designated contact person for the Contractor.

The Contractor shall provide a written confirmation notice to the Railroad MTM Representative at least fifteen (15) days prior to commencing work in connection with the 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 arise from, or in connection with, the work which requires immediate and unusual actions to be made to protect operations and property of the Railroad, the Contractor shall undertake such actions. If, in the judgment of the Railroad MTM Representative, such actions are insufficient, the Railroad MTM Representative may require or provide such actions as deemed necessary. In any event, such actions shall be at the Contractor's expense and without cost to the Railroad. The Railroad or Agency have the right to order the Contractor to temporarily cease operations in the event of an emergency or if, in the opinion of the Railroad MTM Representative, the Contractor's operations may inhibit the Railroads operations. In the event such an order is given, the Contractor shall immediately notify the Agency of the order.

1.09 INSURANCE

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

1.10 RAILROAD SAFETY ORIENTATION

All personnel employed by the Agency, Contractor and all subcontractors must complete the Railroad's course "Orientation for Contractor's Safety" and be registered prior to working on Railroad property. This orientation is available at www.contractororientation.com. This course is required to be completed annually. The preceding training does not apply for longitudinal fiber optic installations.

1.11 COOPERATION

The Railroad shall cooperate with the Contractor in the scheduling of Project work with the understanding that Railroad's train operations at the job site shall have priority over the Contractor's activities.

1.12 CONSTRUCTION CLEARANCES

The Contractor shall abide by the twenty-one (21) foot temporary vertical construction clearance defined in section 4.4.1.1 and twelve (12) foot temporary horizontal construction clearance defined in section 4.4.1.2 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects. It shall be the Contractor's responsibility to obtain such guidelines from the Agency or Railroad.

Reduced temporary construction clearances, which are less than construction clearances defined above, will require special review and approval by the Railroad.

Any proposed variance on the specified minimum clearances due to the Contractor's operations shall be submitted to the Railroad Project Representative through the Agency at least thirty (30) days in advance of the work. No work shall be undertaken until the variance is approved in writing by the Railroad Project Representative.

1.13 SUBMITTALS

- A. Construction submittals and Requests for Information (RFI) shall be submitted per Section 3.5 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects.
- B. The minimum review times, as indicated in tables 3-1 and 3-2 of Section 3.5 of the BNSF and UPRR Guidelines for Railroad Grade Separation Projects, should be anticipated for review of all submittals. Guidelines for Railroad Grade Separation Projects, should be anticipated for review of all submittals. The details of the construction affecting the Railroad tracks and property, not already included in the contract plans, shall be submitted by the Agency to the Railroad Project Representative for the Railroad's review and written approval before such construction is undertaken. The Railroad shall not be liable to Agency, Contractor, and or any other person or entity if the Railroad's review exceeds a four-week review time.
- C. As Built Submittals shall be submitted per Section 3.6 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects.

1.14 MAINTENANCE OF PROPER DRAINAGE AND DAMAGE TO RAILROAD FACILITIES

- A. The Contractor, at its expense, shall be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from the Contractor's operations and to repair and restore any Railroad property, tracks and facilities of Railroad and/or its tenants.
- B. The Contractor must submit a proposed method of erosion control and have the method reviewed and approved by the Railroad prior to beginning any grading on the project site. Erosion control methods must comply with all applicable local, state and federal regulations.

1.15 SITE INSPECTIONS BY RAILROAD PROJECT REPRESENTATIVE, RAILROAD MTM REPRESENTATIVE OR RAILROAD'S CONTRACTOR

- A. In addition to the office reviews of construction submittals, site observations will be performed by the Railroad Project Representative, Railroad MTM Representative or Railroad's Contractor at significant points during construction per Section 4.11 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects.
- B. Site inspections are not limited to the milestone events listed in the guidelines. Site visits to check the progress of work may be performed at any time throughout the construction process as deemed necessary by the Railroad.
- 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 by the Contractor to the Agency for submittal to the Railroad's Project Representative for review and approval prior to commencement of work. This schedule shall also include the anticipated dates on which the above listed events will occur. This schedule shall be updated for all critical listed events as necessary but at least monthly so that site visits may be scheduled.

1.16 RAILROAD REPRESENTATIVES

- A. Railroad representatives, conductors, flag persons or watch persons will be provided by the Railroad at the expense of the Agency or Contractor (as stated elsewhere in these bid documents) to protect Railroad facilities, property and movements of its trains and engines. In general, the Railroad will furnish such personnel or other protective services as follows:
 - 1. When any part of any equipment or object, such as erection or construction activities, is standing or being operated within 25 feet, measured horizontally from centerline, of any track on which trains may operate.
 - 2. For any excavation below the elevation of track subgrade when, in the opinion of the Railroad MTM Representative, the track or other Railroad facilities may be subject to settlement or movement.
 - 3. During any clearing, grubbing, excavation or grading in proximity to Railroad facilities which, in the opinion of the Railroad MTM Representative, may affect Railroad facilities or inhibit operations.
 - 4. During any Contractor's operations when, in the opinion of the Railroad MTM Representative, the Railroad facilities, including, but not limited to, tracks, buildings, signals, wire lines or pipe lines, may be endangered.

- B. The Contractor shall arrange with the Railroad Local Representative to provide the adequate number of flag persons to accomplish the work.

1.17 WALKWAYS REQUIRED

Parallel to 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 in width not less than twelve feet (12') perpendicular from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during working hours must be covered, guarded and/or protected as soon as practical. Walkways with railings shall be constructed by the Contractor over open excavation areas when in close proximity of track, and railings shall not be closer than 9' perpendicular from the center line of tangent track or 9' – 6" horizontal from curved track.

1.18 COMMUNICATIONS AND SIGNAL LINES

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

1.19 TRAFFIC CONTROL

The Contractor's operations which control traffic across or around Railroad facilities shall be coordinated with and approved by the Railroad MTM Representative and shall be in compliance with the MUTCD.

1.20 CONSTRUCTION EXCAVATIONS;CALL BEFORE YOU DIG NUMBER

- A. The Contractor shall be required to take special precautions 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 Railroad "Guidelines for Temporary Shoring".
- B. In addition to calling the "811" number and/or the local "one call center", the Contractor shall call the Railroad's "Call Before Your Dig" number 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 Standard 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 Railroad property, the Contractor will co-ordinate 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 determination of whether fiber optics will be affected by the Project shall be made during the initial design phase of the Project.
- C. The Railroad does not allow temporary at grade crossings unless absolutely necessary and there is no alternative route available to contractor to access the project site. Alternative plans should be considered to avoid crossing Railroad tracks at grade.

1.21 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 that any object or equipment extension (such as, but not limited to, a crane boom) will reach within twenty-five (25) feet of any track, require railroad flagging services or other protective measures. The Contractor shall give an advance notice to the Railroad as required in the Contractor's Right of Entry Agreement before commencing any such work, allowing the Railroad to determine the need for flagging or other protective measures which ensure the safety of Railroad's operations, employees and equipment. 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.

The estimated pay rate for each flag person is \$1,200.00 per day for an 8-hour work day with time and one-half for overtime, Saturdays, Sundays; double time and one-half for holidays. Flagging rates are set by the Railroad and are subject to change due to, but not limited to, travel time, setup plus, per diem and rest time (if work is required at night).

1.22 CLEANING OF RIGHT-OF-WAY

The Contractor shall, upon completion of the work to be performed within the right-of-way and/or properties of the Railroad and adjacent to its tracks, wire lines and other facilities, promptly remove from the Railroad right-of-way all Contractor's tools, implements and other materials whether brought upon the right-of-way by the 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 the satisfaction of the Railroad.

1.23 CONTRACTOR'S RESPONSIBILITY OF SUPERVISION

The Contractor, at its expense, shall adequately supervise all work to be performed by the Contractor. Such responsibility shall not be lessened or otherwise affected by Railroad's approval of plans and specifications, or by the presence at the work

site of the Railroad Project Representative, Railroad MTM Representative or any other Railroad representative or Railroad contractor providing inspection services, or by the compliance by the Contractor with any requests or recommendations made by such representatives. The Contractor will give due consideration to suggestions and recommendations made by such representatives for the safety and protection of the Railroad's property and operations.

1.24 USE OF EXPLOSIVES AT PROJECT SITE PROHIBITED

The Contractor's use of explosives at the Project site is expressly prohibited unless authorized in advance in writing by the Railroad Project Representative.

EXHIBIT E

To Public Highway Underpass Crossing
Agreement

Cover Sheet for the
Form of Contractor's Right of Entry Agreement

UPRR Folder No. _____
(Folder Number)

UPRR Audit No.: _____
(Audit Number)

CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20____, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and

(NAME OF CONTRACTOR)
a _____ corporation ("Contractor").
(State of Incorporation)

RECITALS:

Contractor has been hired by _____
(Name of Public Agency)
("Public Agency") to perform work relating to

(Work to be Performed)
(the "work"), with all or a portion of such work to be performed on property of Railroad in the vicinity of Railroad Mile Post _____ on Railroad's _____,
(Mile Post) (Name of Subdivision)
DOT No. _____, located at or near _____, in _____ County,
(DOT Number) (City) (County)
State of _____, as such location is in the general location shown on the Railroad Location
(State)

Print marked **Exhibit A**, and as detailed on the Detailed Prints collectively marked **Exhibit A-1**, each attached hereto and hereby made a part hereof, which work is the subject of a contract dated _____ between Railroad and the Public Agency.
(Date of C&M Agreement)

The Railroad is willing to permit Contractor to perform the work described above at the location described above subject to the terms and conditions contained in this Agreement

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as follows:

ARTICLE 1 - DEFINITION OF CONTRACTOR.

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

ARTICLE 2 - RIGHT GRANTED; PURPOSE.

Railroad hereby grants to Contractor 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 property described in the Recitals for the purpose of performing the work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

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

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

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

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

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

Name & Address of MTM

Name & Address of MSM

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

ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this Agreement and continue until this Agreement is terminated as provided in this Agreement or until the Contractor has completed all work on Railroad's property.

ARTICLE 6 - TERM; TERMINATION.

- A. The grant of right herein made to Contractor shall commence on the date of this Agreement, and continue until _____, unless sooner terminated as herein provided,
(Expiration Date)
or at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad's property.
- B. This Agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 7 - CERTIFICATE OF INSURANCE.

- A. Before commencing any work, Contractor will provide Railroad with the (i) insurance binders, policies, certificates and endorsements set forth in **Exhibit C** of this Agreement, and (ii) the insurance endorsements obtained by each subcontractor as required under Section 12 of **Exhibit B** of this Agreement.
- B. All insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

*Union Pacific Railroad Company
1400 Douglas Street, Mail Stop 1690
Omaha, Nebraska 68179-1690
UPRR Folder No. _____
*(Folder Number)**

ARTICLE 8 - DISMISSAL OF CONTRACTOR'S EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

ARTICLE 9- ADMINISTRATIVE FEE.

Upon the execution and delivery of this Agreement, Contractor shall pay to Railroad **FIVE HUNDRED DOLLARS (\$500.00)** as reimbursement for clerical, administrative and handling expenses in connection with the processing of this Agreement.

ARTICLE 10 - CROSSINGS; COMPLIANCE WITH MUTCD AND FRA GUIDELINES.

- A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.
- B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable

Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

ARTICLE 11 - EXPLOSIVES.

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

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

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID No. 94-6001323)

By _____
JOHN S. HERTZLER
Real Estate Manager - Contracts

(NAME OF CONTRACTOR)

By _____
Printed Name: _____
Title: _____

EXHIBITS A & A-1

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Shall be the Railroad Location Print & Detailed Prints

SAMPLE

EXHIBIT B

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

GENERAL TERMS AND CONDITIONS

Section 1. NOTICE OF COMMENCEMENT OF WORK - FLAGGING.

- A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its work and at least thirty (30) working days in advance of proposed performance of any work by Contractor 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 thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this Agreement.
- 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 flagmen 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 and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and 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, Contractor (or the governmental entity, as applicable) 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 Contractor 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, Contractor 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, Contractor 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 thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five 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 the 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 freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

- B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and 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 OPERATIONS OF RAILROAD AND ITS TENANTS.

- A. Contractor 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 Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor'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 Railroads 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 Contractor caused by such railroad operations and work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor 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 Contractor.

Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor 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. Contractor 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. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

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. Contractor 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 Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.
- B. In addition to other indemnity provisions in this Agreement, Contractor shall indemnify, defend 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 Contractor, its agents and/or employees, that 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 contractor, agents and/or employees, on Railroad's property. Contractor 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, Contractor 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 Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Contractor 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 Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's safety standards are contrary to good safety practices. Contractor 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, 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.
- C. Contractor 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. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor 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, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor 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 applicable statute, Contractor shall indemnify, defend and hold harmless Railroad, its affiliates, and its and their officers, agents and employees (individually an "Indemnified Party" or collectively "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, Contractor, or any employee of Contractor or of any Indemnified Party) arising out of or in any manner connected with (i) any work performed by Contractor, or (ii) any act or omission of Contractor, its officers, agents or employees, or (iii) any breach of this Agreement by Contractor.
- B. 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 of an Indemnified Party as established by the final judgment of a court of competent jurisdiction. The sole active negligence of any Indemnified Party shall not bar the recovery of any other Indemnified Party.
- C. Contractor expressly and specifically assumes potential liability under this Section 8 for claims or actions brought by Contractor's own employees. Contractor waives any immunity it may have under worker's compensation or industrial insurance acts to indemnify the Indemnified Parties under this Section 8. Contractor acknowledges that this waiver was mutually negotiated by the parties hereto.**
- D. No court or jury findings in any employee's suit pursuant to any worker's compensation act or the Federal Employers' Liability Act against a party to this Agreement may be relied upon or used by Contractor in any attempt to assert liability against any Indemnified Party.
- E. The provisions of this Section 8 shall survive the completion of any work performed by Contractor or the termination or expiration of this Agreement. In no event shall this Section 8 or any other provision of this Agreement be deemed to limit any liability Contractor may have to any Indemnified Party by statute or under common law.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor 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 Contractor, then in that event Contractor shall, as soon as possible and at Contractor'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. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor 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 Contractor 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 Contractor and Railroad. This Agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor 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 Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this Agreement, or any interest therein, without the written consent of the 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 CONTRACTOR'S 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 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

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 where the work is being performed.
- 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" (RPL) 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. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this Agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this Agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC 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 included when the scope of the work as defined in the Agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. Any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" 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 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.** 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 where the work is being performed.
- 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 CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

MINIMUM SAFETY REQUIREMENTS

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

I. CLOTHING

- A. All employees of Contractor 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, Contractor'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

Contractor 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 Contractor'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

Contractor 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. Contractor must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Contractor 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 Contractor to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Contractor's equipment is unsafe for use, Contractor shall remove such equipment from Railroad's property. In addition, Contractor 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:
 - i. Familiar and comply with Railroad's rules on lockout/tagout of equipment.
 - ii. Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
 - iii. 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. Contractor shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.
- B. Contractor 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 Contractor 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 F

To Public Highway Underpass Crossing
Agreement

Cover Sheet for the
Form of Easement

After Recording, Return To:

Space Above This Line for County Recorder's Use

UPRR Folder No.: Folder Number

EASEMENT

THIS INSTRUMENT is made this ____ day of _____, 200____, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation (the "Grantor"), and the **NAME OF POLITICAL BODY**, a municipal corporation of the State of Name of State (the "Grantee"):

1. Grantor, for and in consideration of the sum of **FEE - WRITTEN (\$Fee - Numeric)** and in consideration of the mutual covenants contained herein, hereby grants to Grantee, its successors and assigns, subject to the conditions herein contained, the right to construct, maintain, repair, operate, reconstruct and renew a(n) at-grade public highway crossing for Name of Public Street in City, County & State, on, along, and across the property described in **Exhibit A**, hereto attached and hereby made a part hereof, (the "Property").

2. This grant is subject to (i) the terms and conditions of the separate agreement between the Grantor and Grantee dated _____, covering *(Date of C&M Agreement)* the construction and maintenance of a(n) grade separation crossing and (ii) all prior and outstanding licenses, leases, easements, restrictions, conditions, covenants, liens and claims of title which may affect the Property, whether recorded or unrecorded, and the word "grant" as used herein shall not be construed as a covenant against the existence of any thereof.

3. This grant is made subject to the prior and continuing right and obligation of Grantor, its successors and assigns, to use all the Property in the performance of its duty as a common carrier, and there is reserved unto Grantor, its successors and assigns, the right (consistent with the rights herein granted) to construct, reconstruct, maintain, repair, use and operate existing and future transportation, communication and pipeline facilities

and appurtenances in, upon, over, under, across and along the Property. Grantor may move equipment of all types on, along and over the grant area.

4. If the Property, or any portion thereof, shall cease to be needed for public highway purposes, then and in that event, the rights herein granted shall, as to such portion(s), thereupon cease and terminate and Grantor, its successors and assigns, shall resume possession thereof of such portion(s) of the Property. In such circumstances, the Grantee, if so requested by Grantor, shall execute and deliver to Grantor a quitclaim and release document in recordable form that releases the grant of rights contained herein.

IN WITNESS WHEREOF, the Grantor and Grantee have each duly executed this instrument as of the date first herein written.

ATTEST:

UNION PACIFIC RAILROAD COMPANY

BEVERLY J. KUBAT Assistant Secretary	By	DANIEL A. LEIS General Director – Real Estate
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(Seal)

Accepted:

NAME OF POLITICAL BODY

By _____

Title: _____

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

On this ____ day of _____, 200____, before me, *John S. Hertzler*, a Notary Public in and for said County and State, personally appeared ***Daniel A. Leis*** and ***Beverly J. Kubat*** who are the *General Director—Real Estate* and the *Assistant Secretary*, respectively, of Union Pacific Railroad Company, a Delaware corporation, and who are personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to in the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

John S. Hertzler
Notary Public for and in said State

↑(Affix Seal Here)↑

My commission expires: December 14, 2015

