

**SUBMITTAL TO THE FLOOD CONTROL AND
WATER CONSERVATION DISTRICT BOARD
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

502B



FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
May 14, 2013

SUBJECT: Pyrite Channel Bypass – Pyrite Street Storm Drain, Stage 1
Project No. 1-0-00109-01
Cooperative Agreement and Consent Letter
District 2/District 2

RECOMMENDED MOTION:

1. Approve the Cooperative Agreement (Agreement) between the District and the City of Jurupa Valley (City);
2. Approve the Consent Letter between the District and the Union Pacific Railroad Company (UPRR);
3. Authorize the Chairman to execute the Agreement documents on behalf of the District;

Continued on page 2

WARREN D. WILLIAMS
General Manager-Chief Engineer

FINANCIAL DATA	Current F.Y. District Cost:	\$140,320	In Current Year Budget:	Yes
	Current F.Y. County Cost:	N/A	Budget Adjustment:	No
	Annual Net District Cost:	\$140,320	For Fiscal Year:	2012-2013

SOURCE OF FUNDS: 25110-947400-525440 Zone 1 Const/Maint/Misc Professional Services	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:
Steven C. Horn, MPA

County Executive Office Signature

FISCAL PROCEDURES APPROVED FORM APPROVED COUNTY COUNSEL
JEANINE J. REY, FINANCE DIRECTOR
BY: 4/25/13
NEAL R. KIRNIS
DATE
JEANINE J. REY

Departmental Concurrence

Consent Policy
 Consent Policy

Dept't Recomm.:
Per Exec. Ofc.:

5013 WVA - 2 6W P: PB
RECEIVED RIVERSIDE COUNTY

Prev. Agn. Ref.:

District: 2nd/2nd

Agenda Number:

11-2

**FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD SUBMITTAL
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

SUBJECT: Pyrite Channel Bypass – Pyrite Street Storm Drain, Stage 1
Project No. 1-0-00109-01
Cooperative Agreement
District 2/District 2

SUBMITTAL DATE: May 14, 2013
Page 2

RECOMMENDED MOTION (continued):

4. Authorize the District's General Manager-Chief Engineer to execute the Consent Letter; and
5. Authorize the District's General Manager-Chief Engineer to sign amendments that do not change the substantive terms of the Consent Letter and to allow the District's General Manager-Chief Engineer to increase the total compensation up to 10% should the need for services exceed the estimated amount of \$140,320.

BACKGROUND:

The Agreement sets forth the terms and conditions by which the City of Jurupa Valley (City) will reimburse funding to the District for construction of certain street improvements as part of the District's storm drain project. The District is funding all storm drain construction and the City is to provide funding for certain street improvement costs.

Additionally, the City is granting District the necessary rights to construct, operate and maintain the project within City street rights of way. Upon completion of project construction, the District will assume ownership, operation and maintenance of the mainline storm drain that is greater than 36 inches in diameter. The City will accept ownership and responsibility for operation and maintenance of associated appurtenances such as catch basins, laterals and connector pipes located within its right of way. The City will also assume ownership and responsibility for operation and maintenance of street improvements.

The proposed storm drain project has to cross certain railroad tracks that belong to the Union Pacific Railroad Company (UPRR). The Consent Letter sets forth the terms and conditions by which the District will reimburse funding to UPRR to remove and replace a portion of the railroad tracks and ballast in order to accommodate the construction of our project located within UPRR's rights of way.

County Counsel has approved the Agreement and Consent Letter as to legal form and the City has executed the Agreement.

FINANCIAL:

The District has budgeted for and sufficient funds have been included in the District's Zone 1 Capital Improvement Plan budget. Future operations and maintenance costs will accrue to the District and City.

Pursuant to the Consent Letter, sufficient funding is available in the District's Zone 1 budget for Fiscal Year 2012-2013 and will be included in the proposed budget in future years, as appropriate and necessary.

AMR:TNK:rlp:blj

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COOPERATIVE AGREEMENT

Pyrite Channel Bypass – Pyrite Street Storm Drain, Stage 1
Project No. 1-0-00109-01

The RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT", and the CITY OF JURUPA VALLEY, hereinafter called "CITY", hereby agree as follows:

RECITALS

A. DISTRICT has budgeted for and plans to design and construct the Pyrite Channel Bypass – Pyrite Street Storm Drain, Stage 1, hereinafter called "STORM DRAIN", located mostly within the Pyrite Street right of way between Jurupa Road and Lone Trail in the City of Jurupa Valley. The proposed STORM DRAIN is needed in order to alleviate nuisance flooding issues within Pyrite Wash downstream from its crossing at Pyrite Street; and

B. The proposed STORM DRAIN consists of the construction and subsequent maintenance of approximately 1,700 lineal feet of underground storm drain system, as shown in concept and highlighted in blue on Exhibit "A", attached hereto and made a part hereof. At its downstream terminus, STORM DRAIN drains into the DISTRICT'S existing Jurupa Channel, Stage 2 (District Drawing No. 1-0439). At its upstream terminus, STORM DRAIN connects to the DISTRICT'S existing Pyrite Street Storm Channel, Stage 3 (District Drawing No. 1-0206); and

C. Associated with the construction of STORM DRAIN are various catch basins, laterals and connector pipes located within CITY held easements or rights of way, hereinafter called "APPURTENANCES". Together, STORM DRAIN and APPURTENANCES are hereinafter called "PROJECT"; and

D. CITY desires DISTRICT to include as part of its construction contract for PROJECT, certain street improvements as shown in concept and highlighted in green on

1 Exhibit "B", attached hereto and made a part hereof. DISTRICT is willing to incorporate said
2 street improvements, hereinafter called "STREET BETTERMENTS", into its PROJECT
3 construction contract provided that CITY reimburses DISTRICT for the actual cost of
4 constructing STREET BETTERMENTS as set forth in concept in Exhibit "C" attached hereto
5 and made a part hereof; and

6 E. DISTRICT desires CITY to accept ownership and responsibility for the
7 operation and maintenance of APPURTENANCES upon completion of construction.
8

9 NOW, THEREFORE, the parties hereto mutually agree as follows:

10 **SECTION I**

11 DISTRICT shall:

12 1. Prepare or cause to be prepared plans and specifications for PROJECT and
13 STREET BETTERMENTS, hereinafter called "IMPROVEMENT PLANS", in accordance
14 with applicable DISTRICT and CITY standards.
15

16 2. Provide CITY an opportunity to review and approve IMPROVEMENT
17 PLANS prior to DISTRICT advertising PROJECT and STREET BETTERMENTS for
18 construction bids.

19 3. Obtain all necessary rights of way, rights of entry and temporary
20 construction easements necessary to construct, operate and maintain PROJECT.

21 4. Advertise, award and administer a public works construction contract for
22 PROJECT and STREET BETTERMENTS.
23

24 5. Provide CITY with written notice that DISTRICT has awarded a
25 construction contract for PROJECT and STREET BETTERMENTS.

26 6. Notify CITY in writing at least twenty (20) days prior to the start of
27 construction of PROJECT and STREET BETTERMENTS.
28

1 2. Review and approve the quantities and unit bid price for bid items as set
2 forth in concept on Exhibit "C", prior to DISTRICT'S award of the PROJECT and STREET
3 BETTERMENTS construction contract.

4 3. Grant DISTRICT, by execution of this Agreement, the right to construct,
5 inspect, operate and maintain STORM DRAIN within CITY rights of way.

6 4. Order the relocation of all utilities installed by permit or franchise within
7 CITY rights of way which conflict with the construction of PROJECT and STREET
8 BETTERMENTS and which must be relocated at the utility company's expense.

9 5. Issue, at no cost to DISTRICT or DISTRICT'S contractor, the necessary
10 encroachment permit(s) required to construct PROJECT.

11 6. [THIS SECTION INTENTIONALLY LEFT BLANK]

12 7. Upon receipt of DISTRICT'S written notice that PROJECT and STREET
13 BETTERMENTS construction are substantially complete, conduct a final inspection of
14 PROJECT and STREET BETTERMENTS.

15 8. Pay DISTRICT, within thirty (30) days of receipt of its invoice, for the
16 actual construction costs of STREET BETTERMENTS plus any additional work requested by
17 CITY as set forth in Section I.11.

18 9. Accept sole responsibility for ownership, operation and maintenance of
19 APPURTENANCES and STREET BETTERMENTS upon (i) receipt of DISTRICT'S Notice
20 of Completion of PROJECT and STREET BETTERMENTS, and (ii) receipt of reproducible
21 copy of "record drawing" plans for STORM DRAIN and STREET BETTERMENTS as set
22 forth in Section I.10.

23 10. Upon DISTRICT acceptance of PROJECT as being complete, accept sole
24 responsibility for the adjustment of all PROJECT manhole rings and covers located within
25

1 CITY rights-of-way which must be performed at such time(s) that the finished grade along and
2 above the underground portions of PROJECT are improved, repaired, replaced or changed. It
3 being further understood and agreed that any such adjustments shall be performed at no cost to
4 DISTRICT.

5 **SECTION III**

6 It is further mutually agreed:

7
8 1. Except as otherwise provided herein, all construction work involved with
9 PROJECT shall be inspected by DISTRICT and shall not be deemed complete until approved
10 and accepted as complete by DISTRICT.

11 2. In the event CITY desires to include any additional work as part of the
12 PROJECT and STREET BETTERMENTS construction contract, CITY shall submit a written
13 request to DISTRICT describing the additional work desired and agrees to pay DISTRICT for
14 any agreed upon additional work requested. Payment for any additional work shall be based
15 upon actual quantities of materials installed at the contract unit prices bid, or at the negotiated
16 change order prices.
17

18 3. CITY personnel may observe and inspect all work being done on
19 PROJECT and STREET BETTERMENTS, but shall provide any comments to DISTRICT
20 personnel who shall be solely responsible for all communications with DISTRICT'S
21 construction contractor(s).
22

23 4. DISTRICT shall indemnify, defend, save and hold harmless CITY
24 (including its officers, elected and appointed officials, employees, agents, representatives,
25 independent contractors, and subcontractors) from any liabilities, claim, damage, proceeding or
26 action, present or future, based upon, arising out of or in any way relating to DISTRICT
27 (including its officers, Board of Supervisors, elected and appointed officials, employees,
28

1 agents, representatives, independent contractors, and subcontractors) actual or alleged acts or
2 omissions related to this Agreement, performance under this Agreement, or failure to comply
3 with the requirements of this Agreement, including but not limited to: (a) property damage; (b)
4 bodily injury or death; (c) payment of attorney's fees; or (d) any other element of any kind or
5 nature whatsoever.

6 5. CITY shall indemnify, defend, save and hold harmless DISTRICT and
7 County of Riverside (including their respective officers, districts, special districts and
8 departments, their respective directors, officers, Board of Supervisors, elected and appointed
9 officials, employees, agents, representatives, independent contractors, and subcontractors) from
10 any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out
11 of or in any way relating to CITY (including its officers, elected and appointed officials,
12 employees, agents, representatives, independent contractors, and subcontractors) actual or
13 alleged acts or omissions related to this Agreement, performance under this Agreement, or
14 failure to comply with the requirements of this Agreement, including but not limited to: (a)
15 property damage; (b) bodily injury or death; (c) payment of attorney's fees; or (d) any other
16 element of any kind or nature whatsoever.
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18

19 6. Any waiver by DISTRICT or by CITY of any breach of any one or more
20 of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other
21 breach of the same or of any other term hereof. Failure on the part of DISTRICT or CITY to
22 require exact, full and complete compliance with any terms of this Agreement shall not be
23 construed as in any manner changing the terms hereof, or estopping DISTRICT or CITY from
24 enforcement hereof.
25

26 7. This Agreement is to be construed in accordance with the laws of the State
27 of California.
28

1 8. Any and all notices sent or required to be sent to the parties to this
2 Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

3 RIVERSIDE COUNTY FLOOD CONTROL
4 AND WATER CONSERVATION DISTRICT
5 1995 Market Street
6 Riverside, CA 92501
7 Attn: Engineering Services Section

CITY OF JURUPA VALLEY
8304 Limonite Avenue, Suite M
Jurupa Valley, CA 92509
Attn: Roy Stephenson, City Engineer

9 9. If any provision in this Agreement is held by a court of competent
10 jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless
11 continue in full force without being impaired or invalidated in any way.

12 10. This Agreement is the result of negotiations between the parties hereto,
13 and the advice and assistance of their respective counsel. No provision contained herein shall
14 be construed against DISTRICT solely because, as a matter of convenience, it prepared this
15 Agreement in its final form.

16 11. This Agreement is intended by the parties hereto as a final expression of
17 their understanding with respect to the subject matter hereof and as a complete and exclusive
18 statement of the terms and conditions thereof. This Agreement may be changed or modified
19 only upon the written consent of the parties hereto.

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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

2 _____
(to be filled in by Clerk of the Board)

3
4 RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

5
6 By 
7 WARREN D. WILLIAMS
8 General Manager-Chief Engineer

By _____
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

9
10 APPROVED AS TO FORM:

ATTEST:

11 PAMELA J. WALLS
12 County Counsel

KECIA HARPER-IHEM
Clerk of the Board

13 By 
14 NEAL KIPNIS
15 Deputy County Counsel

By _____
Deputy


(SEAL)

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26 Cooperative Agreement - Pyrite Channel Bypass, Stage 1
27 10/30/12
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P8/150029

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RECOMMENDED FOR APPROVAL:

CITY OF JURUPA VALLEY

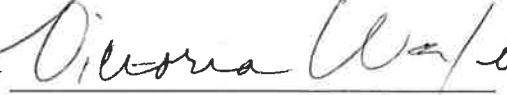
By 
ROY STEPHENSON, P.E.
City Engineer

By 
VERNE LAURITZEN
Mayor

APPROVED AS TO FORM:

ATTEST:

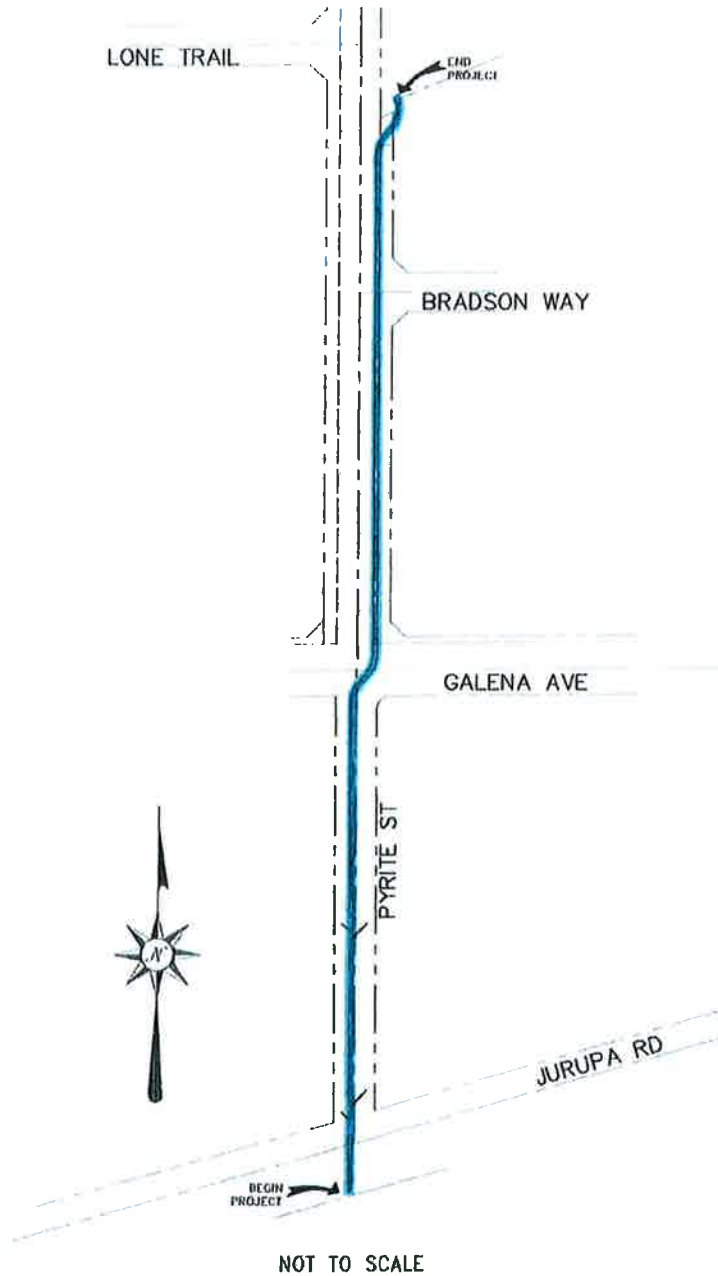
By 
PETER M. THORSON
City Attorney

By 
VICTORIA WASKO
City Clerk

(SEAL)

Cooperative Agreement - Pyrite Channel Bypass, Stage 1
10/30/12
TNK:rlp
P8/150029

EXHIBIT A



**COOPERATIVE AGREEMENT FOR PYRITE CHANNEL
BYPASS- PYRITE ST. STORM DRAIN, STG. 1
PROJECT No.- 1-0-00108-01**

EXHIBIT "A"

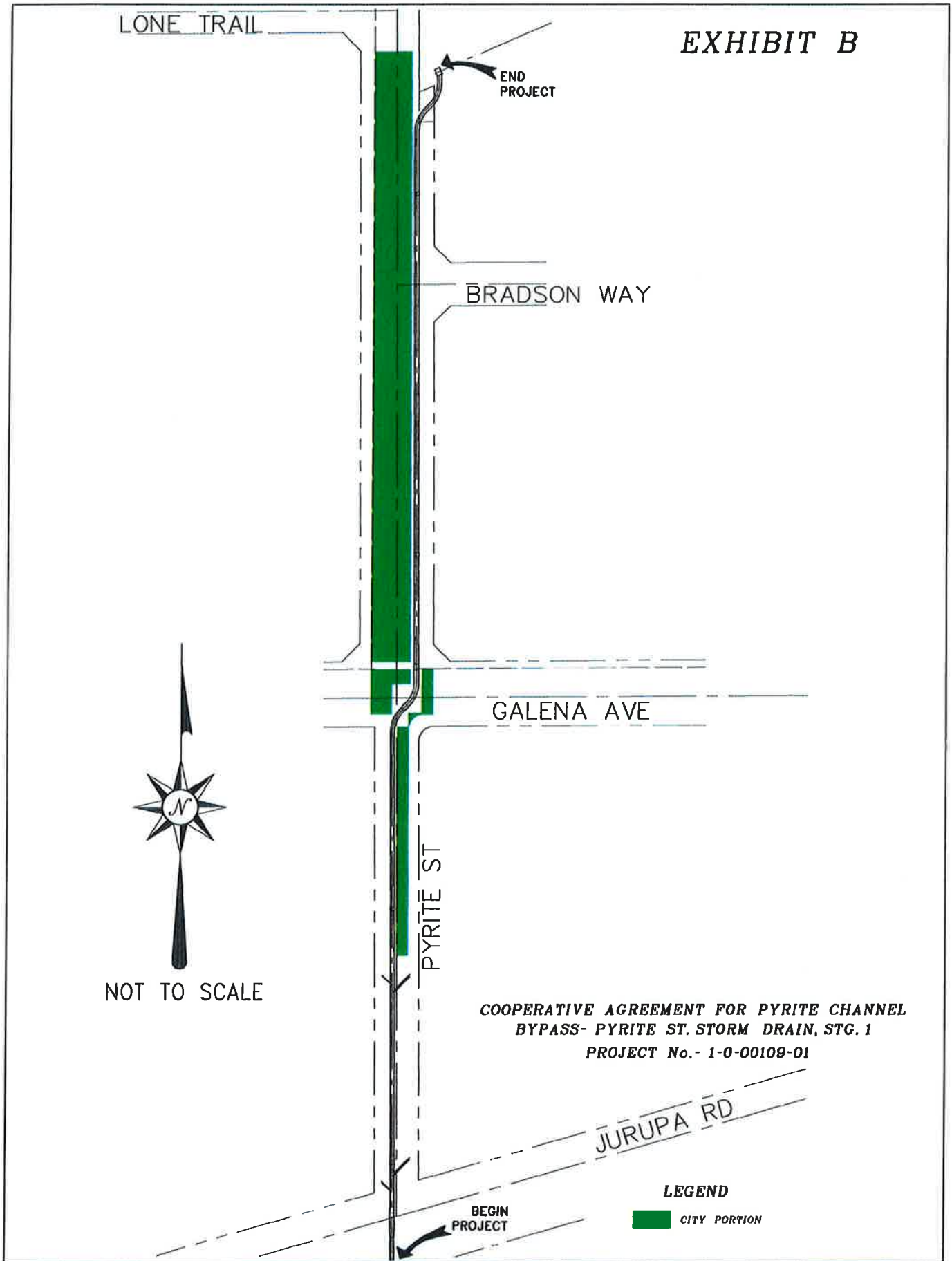


EXHIBIT "B"

EXHIBIT C

**Pyrite Channel Bypass – Pyrite Street Storm Drain, Stage 1
Project No. 1-0-00109**

Engineer's Estimated Quantities

Item No.	Item of Work	Quantity	Cost/Unit
1	Concrete Class "B" Sidewalk	658	\$ 4/SF
2	Concrete Class "A" Cross Gutter	14	\$ 400/CY
3	Roadway Excavation	1432	\$ 40/CY
4	Asphalt Concrete Excavation	593	\$ 40/CY
5	Asphalt Concrete Construction	886	\$ 100/TONS
6	Recycled Asphalt Treated Base	545	\$ 25/CY
7	Aggregate Base, Class 2	1767	\$ 50/CY

EXHIBIT "C"



Consent Letter

April 22, 2013
Folder: 02636-13

**MR. BOB CULLEN
RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
1995 MARKET STREET
RIVERSIDE CA 92501**

RE: Proposed construction of an encased 4.5 foot storm water pipeline crossing at Mile Post 1.4, on the Crestmore Branch/Subdivision, within Jurupa Street, at or near Riverside, Riverside County, California.

Dear Mr. Cullen:

Please refer to your application notifying the Union Pacific Railroad Company (hereinafter "Railroad Company") of the above subject construction project within a dedicated public right of way for Riverside County Flood Control and Water Conservation District (hereinafter the "Utility").

This letter will serve as: (1) Notification that the engineering information submitted has been reviewed and the Railroad Company approves the proposed crossing and its installation as shown on **Exhibit A** the print (2) It is understood that the Utility shall reimburse the Railroad Company for all expenses incurred by the Railroad Company for employment of flagmen, inspectors and other employees required to protect the right of way and property of the Railroad Company from damage arising out of and/or from the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the utility line, (3) The Utility shall reimburse the Railroad Company for such expenses within thirty (30) days after presentation of bill for such expenses.

**UPON THE EXECUTION OF THIS LETTER IT IS MUTUALLY AGREED BY AND
BETWEEN THE RAILROAD COMPANY & UTILITY AS FOLLOWS:**

- A. The work to be performed by the Railroad Company, at Utility's sole cost and expense, is described in the Railroad Company's Material and Force Account Estimate dated **January 8, 2013**, marked **Exhibit B**, attached hereto and hereby made a part hereof (the "Estimate"). As set forth in the Estimate, the Railroad Company's estimated cost for the Railroad Company's work associated with the Project is **ONE HUNDRED FORTY THOUSAND THREE HUNDRED TWENTY DOLLARS (\$140,320.00)**.
- B. The Railroad Company, if it so elects, may recalculate and update the Estimate submitted to the Utility in the event the Utility does not commence construction on the portion of the Project located on the Railroad Company's property within six (6) months from the date of the Estimate.
- C. The Utility acknowledges that the Estimate does not include any estimate deferred construction, flagging or other protective service costs that are to be paid by the Utility or the Contractor in connection with flagging or other protective services provided by the Railroad Company in connection with the Project. All of such costs incurred by the Railroad Company are to be paid by the Utility or the Contractor as determined by the Railroad Company and the Utility. If it is determined that the Railroad Company will be billing the Contractor directly for such costs, the Utility agrees that it will pay the Railroad Company for any flagging costs that have not been paid by any Contractor within thirty (30) days of the Contractor's receipt of billing.
- D. The Railroad Company shall send progressive billing to the Utility during the Project, and final billing to the Utility within one hundred eighty (180) days after receiving written notice from the Utility that all Project work affecting the Railroad Company's property has been completed.
- E. The Utility agrees to reimburse the Railroad Company within thirty (30) days of its receipt of billing from the Railroad Company for one hundred percent (100%) of all actual costs incurred by the Railroad Company in connection with the Project including, but not limited to, all actual costs of engineering review (including preliminary engineering review costs incurred by the Railroad Company 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 Company's standard additive rates.
- F. The Railroad Company has authorized the installation of fiber optic cable facilities on its property in certain areas. Prior to using the Railroad Company's property covered herein, you should contact the Railroad Company at 1-800-336-9193 to determine if a fiber optic cable is buried on the subject property. When you or your representatives enter the Railroad Company's property, a copy of this letter must be available at the site to be shown on request to any Railroad Company employee or official
- G. The Utility will bear all expenses relating to the Railroad Company temporarily removing and relaying trackage. The Utility shall utilize the open cut method of construction, which will require the Railroad Company, at the Utility's sole expense, to temporarily remove and take out of service that portion of trackage designated on Exhibit A and relay such trackage upon completion of the Utility's work.

H. After the Railroad Company has temporarily removed the trackage involved, the Utility shall be required begin its work **Thursday at 4:00 PM** the ___ day of _____, 2013 **and** complete its work by the ___ day of _____, 2013 **at 5:00 AM Sunday morning** so that the Railroad Company can relay the track and commence normal train operations.

In order to protect the Railroad Company's property as well as for safety reasons, it is imperative that the Utility notify our Manager Track Maintenance & Manager of Signal Maintenance office:

VICTOR CASTILLO JR MGR SIGNAL MNTCE 2015 S. Willow Ave. Bloomington, CA 92316 Work Phone: 909/8 685-2145 Fax: 402 271-3227 Cell Phone: 915 449-7611	KYLE P. KRZEMIEN MGR TRACK MNTCE 17225 East Arenth Ave. City of Industry 91748 Work Phone: 626/8 935-7596 Fax: 626 935-7525 Cell Phone: 626 476-72
---	--

a minimum of ten (10) days in advance of any construction on, along, or across the Railroad Company's right of way and/or tracks.

UNION PACIFIC RAILROAD COMPANY

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

By: _____

RENAY ROBISON
DIRECTOR – REAL ESTATE

By: _____

WARREN D. WILLIAMS
GENERAL MANAGER – CHIEF ENGINEER

FORM APPROVED COUNTY COUNSEL

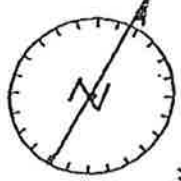
BY: Neal R. Kipnis
NEAL R. KIPNIS

1/25/13
DATE

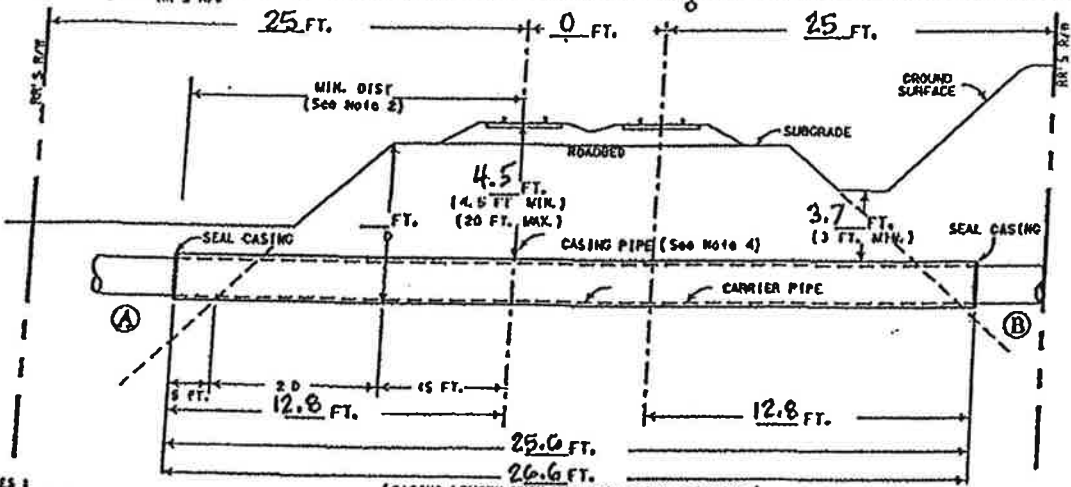
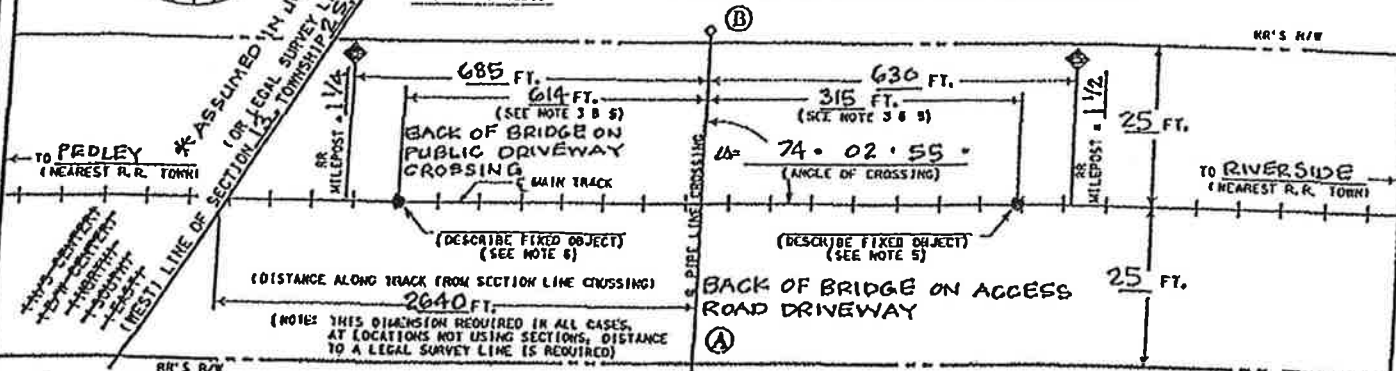
ENCASED NON-FLAMMABLE PIPELINE CROSSING

NOTE: ALL AVAILABLE DIMENSIONS MUST BE FILLED IN TO PROCESS THIS APPLICATION.

PLACE ARROW INDICATING NORTH
DIRECTION RELATIVE TO CROSSING



NO SCALE

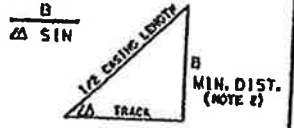


MINIMUM THICKNESS	DIAMETER OF CASING PIPE
.2500"	1 7/8" 12" OR LESS
.3125"	5/16" OVER 12"-18"
.3750"	3/8" OVER 18"-22"
.4375"	7/16" OVER 22"-28"
.5000"	1/2" OVER 28"-34"
.5625"	9/16" OVER 34"-42"
.6250"	5/8" OVER 42"-48"

OVER 48" MUST BE APPROVED BY R.R. CO.

NOTE: THIS CHART IS ONLY FOR SMOOTH STEEL CASING PIPES WITH MINIMUM YIELD STRENGTH OF 35,000 PSI.

FORMULA TO FIGURE CASING LENGTH WITH ANGLE OF CROSSING OTHER THAN 90°



NOTES:

- ALL HORIZONTAL DISTANCES TO BE MEASURED AT RIGHT ANGLES FROM C. OF TRACK.
- CASING TO EXTEND BEYOND THE C. OF TRACK AT RIGHT ANGLES THE GREATER OF 20 + 20 FT., OR 30 FT., AND BEYOND LIMIT OF RAILROAD RIGHT-OF-WAY IF NECESSARY TO PROVIDE PROPER LENGTH OUTSIDE OF TRACK.
- MINIMUM OF 50' FROM THE END OF ANY RAILROAD BRIDGE, C. OF ANY CULVERT, OR FROM ANY SWITCHING AREA.
- SIGNAL REPRESENTATIVE MUST BE PRESENT DURING INSTALLATION IF RAILROAD SIGNALS ARE IN THE VICINITY OF CROSSING.
- ALLOWABLE FIXED OBJECTS INCLUDE: BACKWALLS OF BRIDGES; C. OF ROAD CROSSINGS & OVERHEAD VIADUCTS (GIVE ROAD NAME), OR CULVERTS.
- CASING AND CARRIER PIPE MUST BE PLACED A MINIMUM OF 2 FEET BELOW THE EXISTING FIBER OPTIC CABLE. ANY EXCAVATION REQUIRED WITHIN 5 FEET OF THE EXISTING FIBER OPTIC CABLE MUST BE HAND DUG.

A) IS PIPELINE CROSSING WITHIN DEDICATED STREET? YES; NO;
 B) IF YES, NAME OF STREET JURUPA ROAD
 C) DISTRIBUTION LINE _____ OR TRANSMISSION LINE
 C) CARRIER PIPE:
 COMMODITY TO BE CONVEYED STORM WATER
 OPERATING PRESSURE N/A PSI
 WALL THICKNESS 0.96 DIAMETER 4.5'; MATERIAL RCP;
 E) CASING PIPE:
 WALL THICKNESS 1.000" DIAMETER 6'; MATERIAL STEEL;
 NOTE: CASING MUST HAVE 2" CLEARANCE BETWEEN GREATEST OUTSIDE DIAMETER OF CARRIER PIPE AND INTERIOR DIAMETER OF CASING PIPE. WHEN FURNISHING DIMENSIONS, GIVE OUTSIDE OF CARRIER PIPE AND INSIDE OF CASING PIPE.
 F) METHOD OF INSTALLING CASING PIPE UNDER TRACK(S):
 DRY BORE AND JACK (WET BORE NOT PERMITTED);
 TUNNEL; OTHER REMOVE TRACK AND INSTALL CASING
 G) WILL CONSTRUCTION BE BY AN OUTSIDE CONTRACTOR? YES; NO;
 H) DISTANCE FROM CENTER LINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES TO TRACK N/A (30' MIN.)
 I) APPLICANT HAS CONTACTED 1-800-336-9193, U. P. COMMUNICATIONS DEPARTMENT, AND HAS DETERMINED FIBER OPTIC CABLE DOES; DOES NOT; EXIST IN VICINITY OF WORK TO BE PERFORMED. TICKET NO. _____

EXHIBIT "A"

(FOR RAILROAD USE ONLY)

UNION PACIFIC RAILROAD CO.
 CRESTMORE IND. LEAD
SUBDIVISION
 M. P. 1.4 E. S. 73+30±
 ENCASED STORM DRAIN CROSSING AT
RIVERSIDE RIVERSIDE CA
(NEAREST CITY) (COUNTY) (STATE)
 RIVERSIDE COUNTY FLOOD CONTROL
(APPLICANT)
 RR FILE NO. 2636-13 DATE 10-15-10

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 B

DATE: 2013-01-08

ESTIMATE OF MATERIAL AND FORCE ACCOUNT WORK
BY THE UNION PACIFIC RAILROAD

THIS ESTIMATE GOOD FOR 6 MONTHS EXPIRATION DATE IS :2013-07-09

DESCRIPTION OF WORK:
2013 RECOLLECTIBLE PROGRAM
CRESTMORE INDUSTRIAL LEAD
MP 1.33

REMOVE 40 TF OF TRACK FOR RIVERSIDE FLOOD CONTROL TO INSTALL WATER PIPE
PROJECT IS 100% RECOLLECTIBLE FROM RIVERSIDE FLOOD CONTROL

PID: 81986 AWO: 18465 MP,SUBDIV: 1.33, CRESTMORE
SERVICE UNIT: 20 CITY: PEDLEY STATE: CA

DESCRIPTION	QTY	UNIT	LABOR	MATERIAL	RECOLL	UPRR	TOTAL
ENGINEERING WORK							
ENGINEERING			4419		4419		4419
LABOR ADDITIVE 273%			12064		12064		12064
TOTAL ENGINEERING			16483		16483		16483
SIGNAL WORK							
LABOR ADDITIVE 273%			2065		2065		2065
SALES TAX				3	3		3
SIGNAL			756	81	837		837
TOTAL SIGNAL			2821	84	2905		2905
TRACK & SURFACE WORK							
BALAST	1.00	CL		825	825		825
BILL PREP FEE				900	900		900
CONTRACT COSTS				25000	25000		25000
ENVIRONMENTAL - PERMITS				10	10		10
FOREIGN LINE FREIGHT				630	630		630
HOMELINE FREIGHT				900	900		900
LABOR ADDITIVE 273%			56981		56981		56981
MATL STORE EXPENSE				33	33		33
OTM			1457	676	2133		2133
RAIL	80.00	LF	1038	1719	2757		2757
SALES TAX				175	175		175
TRACK-INSTAL			25397		25397		25397
TRK-SURF,LIN			2874		2874		2874
XTIE	25.00	EA	1125	1192	2317		2317
TOTAL TRACK & SURFACE			88872	32060	120932		120932
LABOR/MATERIAL EXPENSE			108176	32144			
RECOLLECTIBLE/UPRR EXPENSE					140320	0	
ESTIMATED PROJECT COST							140320
EXISTING REUSEABLE MATERIAL CREDIT					0		
SALVAGE NONUSEABLE MATERIAL CREDIT					0		

RECOLLECTIBLE LESS CREDITS

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF MATERIAL OR LABOR REQUIRED, UPRR WILL BILL FOR ACTUAL CONSTRUCTION COSTS AT THE CURRENT EFFECTIVE RATE.