

Source: (5) Disturbed Surface Areas/ Inactive Construction Sites

CONTROL MEASURES

DESCRIPTION

- (Q) Chemical stabilization
  - (1) Most effective when used on areas where active operations have ceased.
  - (2) Vendors can supply information on methods for application and required concentrations.
- (R) Watering
  - (1) Requires frequent applications unless a surface crust can be developed.
- (S) Wind fencing
  - (1) Three- to five-foot barriers with 50% or less porosity adjacent to roadways or urban areas can be effective in reducing the amount of wind blown material leaving a site.
- (T) Vegetation
  - (1) Establish as quickly as possible when active operations have ceased.
  - (2) Use of drought tolerant, native vegetation is encouraged.

HIGH WIND MEASURES

- (k) Apply chemical stabilizers (to meet the specifications established by the Rule); or
  - (l) Apply water to all disturbed surface areas 3 times per day.

**RULE 403 IMPLEMENTATION HANDBOOK**

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**BEST AVAILABLE CONTROL MEASURES**

Rule 403, paragraph (d)(2) requires active operations [defined in Rule 403, paragraph (c)(1)] within the South Coast Air Basin (see Figure 2-1) to implement at least one best available control measure for each fugitive dust source type on site. Additionally, as specified by subparagraph (f)(3)(D) of Rule 403, any person seeking approval of a fugitive dust emissions control plan for projects within the South Coast Air Basin must demonstrate to the satisfaction of the AQMD that the given activity is employing all best available fugitive dust control measures.

The AQMD has prepared the attached listing of best available fugitive dust control measures for a variety of source categories. This list is based on the U.S. Environmental Protection Agency's reference document entitled, "Fugitive Dust Background Document and Technical Information Document for Best Available Control Measures," Office of Air and Radiation, September 1992.

The AQMD encourages the use of those dust control measures that minimize the use of potable water. When water is needed, reclaimed water should be utilized to the greatest extent feasible.

# RULE 403 IMPLEMENTATION HANDBOOK

## BEST AVAILABLE CONTROL MEASURES

The left column contains a listing of the sources of fugitive dust which are intended for emission control under District Rule 403 and a listing of control measures and high-wind measures. The right column contains a description of the best available fugitive dust control measures for each of the sources.

Source: (1) Land Clearing/Earth-Moving

### CONTROL MEASURES

#### DESCRIPTION

- |                                |   |
|--------------------------------|---|
| (A) Watering (pre-grading)     | (1) Application of water by means of trucks, hoses and/or sprinklers prior to conducting any land clearing. This will increase the moisture content of the soils; thereby increasing its stability.   |
| (A-1) Watering (post-grading)  | (2) Pre-application of water to depths of proposed cuts.  |
| (A-2) Pre-grading planning     | (1) In active earth-moving areas water should be applied at sufficient frequency and quantity to prevent visible emissions from extending more than 100 feet from the point of origin.  |
| (B) Chemical stabilizers       | (1) Grade each phase separately, timed to coincide with construction phase; or<br>(2) Grade entire project, but apply chemical stabilizers or ground cover to graded areas where construction phase begins more than 60 days after grading phase ends.    |
| (C) Wind fencing               | (1) Only effective in areas which are not subject to daily disturbances.<br>(2) Vendors can supply information on product application and required concentrations to meet the specifications established by the Rule.                                     |
| (D) Cover haul vehicles        | (1) Three- to five-foot barriers with 50% or less porosity located adjacent to roadways or urban areas can be effective in reducing the amount of windblown material leaving a site. Must be implemented in conjunction with either measure (A-1) or (B). |
| (E) Bedliners in haul vehicles | (1) Entire surface area of hauled earth should be covered once vehicle is full.<br>(1) When feasible, use in bottom-dumping haul vehicles.  |

### HIGH WIND MEASURE

- (a) Cease all active operations; or
- (b) Apply water within 15 minutes to any soil surface which is being moved or otherwise disturbed.

# RULE 403 IMPLEMENTATION HANDBOOK

Source: (2) Unpaved Roads

## CONTROL MEASURES

### DESCRIPTION

- |                            |   |
|----------------------------|---|
| (F) Paving                 | (1) Requires street sweeping/cleaning if subject to material accumulation.  |
| (G) Chemical stabilization | (1) Vendors can supply information as to application methods and concentrations to meet the specifications established by the Rule<br>(2) Not recommended for high volume or heavy equipment traffic use. |
| (H) Watering               | (1) In sufficient quantities to keep surface moist.<br>(2) Required application frequency will vary according to soil type, weather conditions, and vehicular use.  |
| (I) Reduce speed limits    | (1) 15 mile per hour maximum. May need to be used in conjunction with watering or chemical stabilization to prevent visible emissions from crossing the property line.                                    |
| (J) Reduce vehicular trips | (1) Access restriction or redirecting traffic to reduce vehicle trips by a minimum of 60 percent.   |
| (K) Gravel                 | (1) Gravel maintained to a depth of four inches can be an effective measure.<br>(2) Should only be used in areas where paving, chemical stabilization or frequent watering is not feasible.               |

## HIGH WIND MEASURE

- (a) Apply a chemical stabilizer (to meet the specifications established by the Rule ) prior to wind events; or
- (b) Apply water once each hour; or
- (c) Stop all vehicular traffic.



# RULE 403 IMPLEMENTATION HANDBOOK

Source: (3) Storage Piles

## CONTROL MEASURES

(L) Wind sheltering

### DESCRIPTION

- (1) Enclose in silos.
- (2) Install three-sided barriers equal to height of material, with no more than 50 percent porosity.

(M) Watering

- (1) Application methods include: spray bars, hoses and water trucks.
- (2) Frequency of application will vary on site-specific conditions.

(N) Chemical stabilizers

- (1) Best for use on storage piles subject to infrequent disturbances.

(O) Altering load-in/load-out procedures

- (1) Confine load-in/load-out procedures to leeward (downwind) side of the material.

(P) Coverings

- (1) Must be used in conjunction with either measure (L), (M), (N), or (P).
- (1) Tarps, plastic, or other material can be used as a temporary covering.
- (2) When used, these should be anchored to prevent wind from removing coverings.

## HIGH WIND MEASURE

- (a) Apply chemical stabilizers (to meet the specifications established by the Rule) prior to wind events; or
- (b) Apply water once per hour; or
- (c) Install temporary covers.

**RULE 403 IMPLEMENTATION HANDBOOK**

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Source: (4) Paved Road Track-Out

**CONTROL MEASURES**

**DESCRIPTION**

Compliance with District Rule 403.

Paragraph (d)(5).

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**RULE 403 IMPLEMENTATION HANDBOOK**

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**Source:** (S) Disturbed Surface Areas/ Inactive Construction Sites

**CONTROL MEASURES**

**DESCRIPTION**

- (Q) Chemical stabilization
  - (1) Most effective when used on areas where active operations have ceased.
  - (2) Vendors can supply information on methods for application and required concentrations.
- (R) Watering
  - (1) Requires frequent applications unless a surface crust can be developed.
- (S) Wind fencing
  - (1) Three- to five-foot barriers with 50% or less porosity adjacent to roadways or urban areas can be effective in reducing the amount of wind blown material leaving a site. Must be used in conjunction with either measure (Q), (R), or (T).
- (T) Vegetation
  - (1) Establish as quickly as possible when active operations have ceased.\*

**HIGH WIND MEASURES**

- (a) Apply chemical stabilizers (to meet the specifications established by the Rule); or
- (b) Apply water to all disturbed surface areas 3 times per day.

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\* Use of drought tolerant, native vegetation is encouraged.

TABLE 1

## BEST [REASONABLY] AVAILABLE CONTROL MEASURES FOR HIGH WIND CONDITIONS

<b>FUGITIVE DUST SOURCE CATEGORY</b>	<b><u>CONTROL MEASURES</u></b>
<b>Earth-moving</b>	(1A) Cease all active operations; OR (2A) Apply water to soil not more than 15 minutes prior to moving such soil.
<b>Disturbed surface areas</b>	(0B) On the last day of active operations prior to a weekend, holiday, or any other period when active operations will not occur for not more than four consecutive days: apply water with a mixture of chemical stabilizer diluted to not less than 1/20 of the concentration required to maintain a stabilized surface for a period of six months; OR (1B) Apply chemical stabilizers prior to wind event; OR (2B) Apply water to all unstabilized disturbed areas 3 times per day. If there is any evidence of wind driven fugitive dust, watering frequency is increased to a minimum of four times per day; OR (3B) Take the actions specified in Table 2, Item (3c); OR (4B) Utilize any combination of control actions (1B), (2B), and (3B) such that, in total, these actions apply to all disturbed surface areas.
<b>Unpaved roads</b>	(1C) Apply chemical stabilizers prior to wind event; OR (2C) Apply water twice [once] per hour during active operation; OR (3C) Stop all vehicular traffic.
<b>Open storage piles</b>	(1D) Apply water twice [once] per hour; OR (2D) Install temporary coverings.
<b>Paved road track-out</b>	(1E) Cover all haul vehicles; OR (2E) Comply with the vehicle freeboard requirements of Section 23114 of the California Vehicle Code for both public and private roads.
<b>All Categories</b>	(1F) Any other control measures approved by the Executive Officer and the U.S. EPA as equivalent to the methods specified in Table 1 may be used.

\* Measures in [brackets] are reasonably available control measures and only apply to sources not within the South Coast Air Basin.

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**TABLE 2**  
**DUST CONTROL ACTIONS FOR EXEMPTION FROM PARAGRAPH (d)(4)\***

<b><u>FUGITIVE DUST SOURCE CATEGORY</u></b>	<b><u>CONTROL ACTIONS</u></b>
<b>Earth-moving (except construction cutting and filling areas, and mining operations)</b>	<p>(1a) Maintain soil moisture content at a minimum of 12 percent, as determined by ASTM method D-2216, or other equivalent method approved by the Executive Officer, the California Air Resources Board, and the U.S. EPA. Two soil moisture evaluations must be conducted during the first three hours of active operations during a calendar day, and two such evaluations each subsequent four-hour period of active operations; OR</p> <p>(1a-1) For any earth-moving which is more than 100 feet from all property lines, conduct watering as necessary to prevent visible dust emissions from exceeding 100 feet in length in any direction.</p>
<b>Earth-moving: Construction fill areas:</b>	<p>(1b) Maintain soil moisture content at a minimum of 12 percent, as determined by ASTM method D-2216, or other equivalent method approved by the Executive Officer, the California Air Resources Board, and the U.S. EPA. For areas which have an optimum moisture content for compaction of less than 12 percent, as determined by ASTM Method 1557 or other equivalent method approved by the Executive Officer and the California Air Resources Board and the U.S. EPA, complete the compaction process as expeditiously as possible after achieving at least 70 percent of the optimum soil moisture content. Two soil moisture evaluations must be conducted during the first three hours of active operations during a calendar day, and two such evaluations during each subsequent four-hour period of active operations.</p>

\* Measures in [brackets] are reasonably available control measures and only apply to sources not within the South Coast Air Basin.

TABLE 2 (Continued)\*

<b>FUGITIVE DUST SOURCE CATEGORY</b>	<b>CONTROL ACTIONS</b>
<b>Earth-moving: Construction cut areas and mining operations:</b>	(1c) Conduct watering as necessary to prevent visible emissions from extending more than 100 feet beyond the active cut or mining area unless the area is inaccessible to watering vehicles due to slope conditions or other safety factors.
<b>Disturbed surface areas (except completed grading areas)</b>	(2a/b) Apply dust suppression in sufficient quantity and frequency to maintain a stabilized surface. Any areas which cannot be stabilized, as evidenced by wind driven fugitive dust must have an application of water at least twice per day to at least 80 [70] percent of the unstabilized area.
<b>Disturbed surface areas: Completed grading areas</b>	(2c) Apply chemical stabilizers within five working days of grading completion; OR  (2d) Take actions (3a) or (3c) specified for inactive disturbed surface areas.
<b>Inactive disturbed surface areas</b>	(3a) Apply water to at least 80 [70] percent of all inactive disturbed surface areas on a daily basis when there is evidence of wind driven fugitive dust, excluding any areas which are inaccessible to watering vehicles due to excessive slope or other safety conditions; OR  (3b) Apply dust suppressants in sufficient quantity and frequency to maintain a stabilized surface; OR  (3c) Establish a vegetative ground cover within 21 [30] days after active operations have ceased. Ground cover must be of sufficient density to expose less than 30 percent of unstabilized ground within 90 days of planting, and at all times thereafter; OR  (3d) Utilize any combination of control actions (3a), (3b), and (3c) such that, in total, these actions apply to all inactive disturbed surface areas.

\* Measures in [brackets] are reasonably available control measures and only apply to sources not within the South Coast Air Basin.

TABLE 2 (Continued)

<b><u>FUGITIVE DUST SOURCE CATEGORY</u></b>	<b><u>CONTROL ACTIONS</u></b>
<b>Unpaved Roads</b>	(4a) Water all roads used for any vehicular traffic at least once per every two hours of active operations [3 times per normal 8 hour work day]; OR (4b) Water all roads used for any vehicular traffic once daily and restrict vehicle speeds to 15 miles per hour; OR (4c) Apply a chemical stabilizer to all unpaved road surfaces in sufficient quantity and frequency to maintain a stabilized surface.
<b>Open storage piles</b>	(5a) Apply chemical stabilizers; OR (5b) Apply water to at least 80 [70] percent of the surface area of all open storage piles on a daily basis when there is evidence of wind driven fugitive dust; OR (5c) Install temporary coverings; OR (5d) Install a three-sided enclosure with walls with no more than 50 percent porosity which extend, at a minimum, to the top of the pile.
<b><u>All Categories</u></b>	(6a) Any other control measures approved by the Executive Officer and the U.S. EPA as equivalent to the methods specified in Table 2 may be used.

\* Measures in [brackets] are reasonably available control measures and only apply to sources not within the South Coast Air Basin.

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**TABLE 3****TRACK-OUT CONTROL OPTIONS****PARAGRAPH (d)(5)(B)****CONTROL OPTIONS**

(1)	Pave or apply chemical stabilization at sufficient concentration and frequency to maintain a stabilized surface starting from the point of intersection with the public paved surface, and extending for a centerline distance of at least 100 feet and a width of at least 20 feet.
(2)	Pave from the point of intersection with the public paved road surface, and extending for a centerline distance of at least 25 feet and a width of at least 20 feet, and install a track-out control device immediately adjacent to the paved surface such that exiting vehicles do not travel on any unpaved road surface after passing through the track-out control device.
(3)	Any other control measures approved by the Executive Officer and the U.S. EPA as equivalent to the methods specified in Table 3 may be used.



# **Appendix B**

## **Standard Plan List And Reference Drawings**

## STANDARD PLANS LIST

The Standard Plan sheets applicable to this contract include, but are not limited to those indicated below. Applicable Revised Standard Plans (RSPs) and New Standard Plans (NSPs) indicated below are included in the project plans as Standard Plan sheets.

<b>A10A</b>	<b>Acronyms and Abbreviations (Sheet 1 of 2)</b>
<b>A10B</b>	<b>Acronyms and Abbreviations (Sheet 2 of 2)</b>
<b>A10C</b>	<b>Symbols (Sheet 1 of 2)</b>
<b>A10D</b>	<b>Symbols (Sheet 2 of 2)</b>
<b>A20A</b>	<b>Pavement Markers and Traffic Lines, Typical Details</b>
<b>A20B</b>	<b>Pavement Markers and Traffic Lines, Typical Details</b>
<b>A20D</b>	<b>Pavement Markers and Traffic Lines, Typical Details</b>
<b>RSP A24A</b>	<b>Pavement Markings – Arrows</b>
<b>RSP A24C</b>	<b>Pavement Markings – Symbols and Numerals</b>
<b>A24D</b>	<b>Pavement Markings – Words</b>
<b>RSP A24E</b>	<b>Pavement Markings – Words, Limit and Yield Lines</b>
<b>NSP A24F</b>	<b>Pavement Markings – Crosswalks</b>
<b>A62A</b>	<b>Excavation and Backfill – Miscellaneous Details</b>
<b>A62B</b>	<b>Limits of Payment for Excavation and Backfill – Bridge Surcharge and Wall</b>
<b>A62C</b>	<b>Limits of Payment for Excavation and Backfill – Bridge</b>
<b>A62D</b>	<b>Excavation and Backfill – Concrete Pipe Culverts</b>
<b>RSP A62DA</b>	<b>Excavation and Backfill – Concrete Pipe Culverts</b>
<b>A73B</b>	<b>Markers</b>
<b>A73C</b>	<b>Delineators, Channelizers and Barricades</b>
<b>RSP A76A</b>	<b>Concrete Barrier Type 60</b>
<b>RSP A77A1</b>	<b>Metal Beam Guard Railing – Standard Railing Section (Wood Post with Wood Block)</b>
<b>A77B1</b>	<b>Metal Beam Guard Railing – Standard Hardware</b>
<b>A77C1</b>	<b>Metal Beam Guard Railing – Wood Post and Wood Block Details</b>
<b>RSP A77C3</b>	<b>Metal Beam Guard Railing – Typical Line Post Embedment and Hinge Point Offset Details</b>
<b>RSP A77C4</b>	<b>Metal Beam Guard Railing – Typical Railing Delineation and Dike Positioning Details</b>
<b>RSP A77F1</b>	<b>Metal Beam Guard Railing – Typical Layouts for Structure Approach</b>
<b>RSP A77J4</b>	<b>Metal Beam Guard Railing – Transition Railing (Type WB)</b>
<b>A77L1</b>	<b>Metal Beam Railing – Terminal System (Type SRT)</b>
<b>RSP A85</b>	<b>Chain Link Fence</b>

<b>NSP A85A</b>	<b>Chain Link Fence Details</b>
<b>NSP A85B</b>	<b>Chain Link Fence Details</b>
<b>RSP A87A</b>	<b>Curbs and Driveways</b>
<b>A87B</b>	<b>Asphalt Concrete Dikes</b>
<b>RSP A88A</b>	<b>Curb Ramp Details</b>
<b>A88B</b>	<b>Curb Ramp and Island Passageway Details</b>
<b>RSP A90A</b>	<b>Accessible Parking – Off-Street</b>
<b>RSP T1A</b>	<b>Temporary Crash Cushion, Sand Filled (Unidirectional)</b>
<b>RSP T1B</b>	<b>Temporary Crash Cushion, Sand Filled (Bidirectional)</b>
<b>RSP T2</b>	<b>Temporary Crash Cushion, Sand Filled (Shoulder Installations)</b>
<b>T3</b>	<b>Temporary Railing (Type K)</b>
<b>NSP T3A</b>	<b>Temporary Railing (Type K)</b>
<b>B0-1</b>	<b>Bridge Details</b>
<b>B0-3</b>	<b>Bridge Details</b>
<b>B0-5</b>	<b>Bridge Details</b>
<b>B0-13</b>	<b>Bridge Details</b>
<b>RSP B2-8</b>	<b>Pile Details – Class 200</b>
<b>B3-1</b>	<b>Retaining Wall Type 1 – H = 4' through 30'</b>
<b>B7-1</b>	<b>Box Girder Details</b>
<b>B7-6</b>	<b>Deck Drains – Types D-1 and D-2</b>
<b>B7-8</b>	<b>Deck Drainage Details</b>
<b>B7-10</b>	<b>Utility Opening – Box Girder</b>
<b>B8-5</b>	<b>Cast-In-Place Prestressed Girder Details</b>
<b>B11-52</b>	<b>Chain Link Railing Type 7</b>
<b>B11-54</b>	<b>Concrete Barrier Type 26</b>
<b>B11-56</b>	<b>Concrete Barrier Type 736</b>
<b>B14-3</b>	<b>Communication and Sprinkler Control Conduits (Conduit Less Than 4")</b>
<b>B14-5</b>	<b>Water Supply Line (Details) (Pipe Sizes Less Than 4")</b>
<b>RS1</b>	<b>Roadside Signs, Typical Installation Details No. 1</b>
<b>RS2</b>	<b>Roadside Signs – Wood Post, Typical Installation Details No. 2</b>
<b>RS4</b>	<b>Roadside Signs, Typical Installation Details No. 4</b>
<b>RSP ES-1A</b>	<b>Electrical Systems (Symbols and Abbreviations)</b>
<b>RSP ES-1B</b>	<b>Electrical Systems (Symbols and Abbreviations)</b>
<b>RSP ES-1C</b>	<b>Electrical Systems (Symbols and Abbreviations)</b>
<b>ES-2A</b>	<b>Electrical Systems (Service Equipment)</b>
<b>RSP ES-2C</b>	<b>Electrical Systems (Service Equipment Notes, Type III Series)</b>
<b>RSP ES-2E</b>	<b>Electrical Systems (Service Equipment and Typical Wiring Diagram, Type III – B Series)</b>
<b>RSP ES-2F</b>	<b>Electrical Systems (Service Equipment and Typical Wiring Diagram Type III – C Series)</b>
<b>ES-3A</b>	<b>Electrical Systems (Controller Cabinet Details)</b>

<b>ES-3B</b>	<b>Electrical Systems (Controller Cabinet Details)</b>
<b>ES-3C</b>	<b>Electrical Systems (Controller Cabinet Details)</b>
<b>ES-4A</b>	<b>Electrical Systems (Signal Heads and Mountings)</b>
<b>ES-4B</b>	<b>Electrical Systems (Signal Heads and Mountings)</b>
<b>RSP ES-4C</b>	<b>Electrical Systems (Signal Heads and Mountings)</b>
<b>RSP ES-4D</b>	<b>Electrical Systems (Signal Heads and Mountings)</b>
<b>ES-4E</b>	<b>Electrical Systems (Signal Faces and Mountings)</b>
<b>RSP ES-5A</b>	<b>Electrical Systems (Detectors)</b>
<b>ES-5B</b>	<b>Electrical Systems (Detectors)</b>
<b>ES-5C</b>	<b>Electrical Systems (Detectors)</b>
<b>RSP ES-6A</b>	<b>Electrical Systems (Lighting Standard, Types 15 and 21)</b>
<b>ES-6B</b>	<b>Electrical Systems (Lighting Standard, Types 15 and 21, Barrier Rail Mounted Details)</b>
<b>ES-7A</b>	<b>Electrical Systems (Signal and Lighting Standards, Push Button Posts and Type 15TS Standard)</b>
<b>RSP ES-7B</b>	<b>Electrical Systems (Signal and Lighting Standard – Type 1 Standards and Equipment Numbering)</b>
<b>RSP ES-7D</b>	<b>Electrical Systems (Signal and Lighting Standard – Case 2 Arm Loading, Wind Velocity = 100 mph, Arm Lengths 15' to 30')</b>
<b>RSP ES-7E</b>	<b>Electrical Systems (Signal and Lighting Standard – Case 3 Arm Loading, Wind Velocity = 100 mph, Arm Lengths 15' to 45')</b>
<b>RSP ES-7F</b>	<b>Electrical Systems (Signal and Lighting Standard – Case 4 Arm Loading, Wind Velocity = 100 mph, Arm Lengths 25' to 45')</b>
<b>RSP ES-7G</b>	<b>Electrical Systems (Signal And Lighting Standard – Case 5 Arm Loading, Wind Velocity = 100 mph, Arm Lengths 50' to 55')</b>
<b>ES-7H</b>	<b>Electrical Systems (Signal and Lighting Standard – Case 5 Arm Loading, Wind Velocity = 100 mph, Arm Lengths 60' to 65')</b>
<b>ES-7M</b>	<b>Electrical Systems (Signal and Lighting Standards – Details No. 1)</b>
<b>ES-7N</b>	<b>Electrical Systems (Signal and Lighting Standards – Details No. 2)</b>
<b>ES-7O</b>	<b>Electrical Systems (Sign Illumination – Internally Illumination Street Name Sign)</b>
<b>ES-7P</b>	<b>Electrical Systems (Pedestrian Barricades)</b>
<b>NSP ES-8A</b>	<b>Electrical Systems (Pull Box)</b>
<b>NSP ES-8B</b>	<b>Electrical Systems (Traffic Rated Pull Box)</b>
<b>RSP ES-9A</b>	<b>Electrical Systems (Electrical Details, Structure Installations)</b>
<b>ES-9B</b>	<b>Electrical Systems (Electrical Details, Structure Installations)</b>
<b>RSP ES-9C</b>	<b>Electrical Systems (Electrical Details, Structure Installations)</b>
<b>ES-9D</b>	<b>Electrical Systems (Electrical Details, Structure Installations)</b>
<b>ES-9E</b>	<b>Electrical Systems (Electrical Details, Structure Installations)</b>
<b>ES-9F</b>	<b>Electrical Systems (Flush Soffit Luminaire Modification Details, Structure Installations)</b>
<b>NSP ES-10A</b>	<b>Electrical Systems (Isofootcandle Diagrams)</b>

<b>NSP ES-10B</b>	<b>Electrical Systems (Isofootcandle Diagrams)</b>
<b>ES-11</b>	<b>Electrical Systems (Foundation Installations)</b>
<b>ES-13A</b>	<b>Electrical Systems (Splicing Details)</b>
<b>ES-13B</b>	<b>Electrical Systems (Wiring Details and Fuse Ratings)</b>

# **Appendix C**

## **Attachment “C” for Risk Level 1 Requirements**

## ATTACHMENT C RISK LEVEL 1 REQUIREMENTS

### A. Effluent Standards

*[These requirements are the same as those in the General Permit order.]*

1. Narrative – Risk Level 1 dischargers shall comply with the narrative effluent standards listed below:
  - a. Storm water discharges and authorized non-storm water discharges regulated by this General Permit shall not contain a hazardous substance equal to or in excess of reportable quantities established in 40 C.F.R. §§ 117.3 and 302.4, unless a separate NPDES Permit has been issued to regulate those discharges.
  - b. Dischargers shall minimize or prevent pollutants in storm water discharges and authorized non-storm water discharges through the use of controls, structures, and management practices that achieve BAT for toxic and non-conventional pollutants and BCT for conventional pollutants.
2. Numeric – Risk Level 1 dischargers are not subject to a numeric effluent standard.

### B. Good Site Management "Housekeeping"

1. Risk Level 1 dischargers shall implement good site management (i.e., "housekeeping") measures for construction materials that could potentially be a threat to water quality if discharged. At a minimum, Risk Level 1 dischargers shall implement the following good housekeeping measures:
  - a. Conduct an inventory of the products used and/or expected to be used and the end products that are produced and/or expected to be produced. This does not include materials and equipment that are designed to be outdoors and exposed to environmental conditions (i.e. poles, equipment pads, cabinets, conductors, insulators, bricks, etc.).
  - b. Cover and berm loose stockpiled construction materials that are not actively being used (i.e. soil, spoils, aggregate, fly-ash, stucco, hydrated lime, etc.).

- c. Store chemicals in watertight containers (with appropriate secondary containment to prevent any spillage or leakage) or in a storage shed (completely enclosed).
  - d. Minimize exposure of construction materials to precipitation. This does not include materials and equipment that are designed to be outdoors and exposed to environmental conditions (i.e. poles, equipment pads, cabinets, conductors, insulators, bricks, etc.).
  - e. Implement BMPs to prevent the off-site tracking of loose construction and landscape materials.
2. Risk Level 1 dischargers shall implement good housekeeping measures for waste management, which, at a minimum, shall consist of the following:
- a. Prevent disposal of any rinse or wash waters or materials on impervious or pervious site surfaces or into the storm drain system.
  - b. Ensure the containment of sanitation facilities (e.g., portable toilets) to prevent discharges of pollutants to the storm water drainage system or receiving water.
  - c. Clean or replace sanitation facilities and inspecting them regularly for leaks and spills.
  - d. Cover waste disposal containers at the end of every business day and during a rain event.
  - e. Prevent discharges from waste disposal containers to the storm water drainage system or receiving water.
  - f. Contain and securely protect stockpiled waste material from wind and rain at all times unless actively being used.
  - g. Implement procedures that effectively address hazardous and non-hazardous spills.
  - h. Develop a spill response and implementation element of the SWPPP prior to commencement of construction activities. The SWPPP shall require that:
    - i. Equipment and materials for cleanup of spills shall be available on site and that spills and leaks shall be cleaned up immediately and disposed of properly; and



- ii. Appropriate spill response personnel are assigned and trained.
  - i. Ensure the containment of concrete washout areas and other washout areas that may contain additional pollutants so there is no discharge into the underlying soil and onto the surrounding areas.
3. Risk Level 1 dischargers shall implement good housekeeping for vehicle storage and maintenance, which, at a minimum, shall consist of the following:
  - a. Prevent oil, grease, or fuel to leak in to the ground, storm drains or surface waters.
  - b. Place all equipment or vehicles, which are to be fueled, maintained and stored in a designated area fitted with appropriate BMPs.
  - c. Clean leaks immediately and disposing of leaked materials properly.
4. Risk Level 1 dischargers shall implement good housekeeping for landscape materials, which, at a minimum, shall consist of the following:
  - a. Contain stockpiled materials such as mulches and topsoil when they are not actively being used.
  - b. Contain fertilizers and other landscape materials when they are not actively being used.
  - c. Discontinue the application of any erodible landscape material within 2 days before a forecasted rain event or during periods of precipitation.
  - d. Apply erodible landscape material at quantities and application rates according to manufacture recommendations or based on written specifications by knowledgeable and experienced field personnel.
  - e. Stack erodible landscape material on pallets and covering or storing such materials when not being used or applied.
5. Risk Level 1 dischargers shall conduct an assessment and create a list of potential pollutant sources and identify any areas of the site where additional BMPs are necessary to reduce or prevent pollutants in storm water discharges and authorized non-storm water discharges. This potential pollutant list shall be kept with the SWPPP and shall identify

all non-visible pollutants which are known, or should be known, to occur on the construction site. At a minimum, when developing BMPs, Risk Level 1 dischargers shall do the following:

- a. Consider the quantity, physical characteristics (e.g., liquid, powder, solid), and locations of each potential pollutant source handled, produced, stored, recycled, or disposed of at the site.
  - b. Consider the degree to which pollutants associated with those materials may be exposed to and mobilized by contact with storm water.
  - c. Consider the direct and indirect pathways that pollutants may be exposed to storm water or authorized non-storm water discharges. This shall include an assessment of past spills or leaks, non-storm water discharges, and discharges from adjoining areas.
  - d. Ensure retention of sampling, visual observation, and inspection records.
  - e. Ensure effectiveness of existing BMPs to reduce or prevent pollutants in storm water discharges and authorized non-storm water discharges.
6. Risk Level 1 dischargers shall implement good housekeeping measures on the construction site to control the air deposition of site materials and from site operations. Such particulates can include, but are not limited to, sediment, nutrients, trash, metals, bacteria, oil and grease and organics.

### **C. Non-Storm Water Management**

1. Risk Level 1 dischargers shall implement measures to control all non-storm water discharges during construction.
2. Risk Level 1 dischargers shall wash vehicles in such a manner as to prevent non-storm water discharges to surface waters or MS4 drainage systems.
3. Risk Level 1 dischargers shall clean streets in such a manner as to prevent unauthorized non-storm water discharges from reaching surface water or MS4 drainage systems.

**D. Erosion Control**

1. Risk Level 1 dischargers shall implement effective wind erosion control.
2. Risk Level 1 dischargers shall provide effective soil cover for inactive<sup>1</sup> areas and all finished slopes, open space, utility backfill, and completed lots.
3. Risk Level 1 dischargers shall limit the use of plastic materials when more sustainable, environmentally friendly alternatives exist. Where plastic materials are deemed necessary, the discharger shall consider the use of plastic materials resistant to solar degradation.

**E. Sediment Controls**

1. Risk Level 1 dischargers shall establish and maintain effective perimeter controls and stabilize all construction entrances and exits to sufficiently control erosion and sediment discharges from the site.
2. On sites where sediment basins are to be used, Risk Level 1 dischargers shall, at minimum, design sediment basins according to the method provided in CASQA's Construction BMP Guidance Handbook.

**F. Run-on and Runoff Controls**

Risk Level 1 dischargers shall effectively manage all run-on, all runoff within the site and all runoff that discharges off the site. Run-on from off site shall be directed away from all disturbed areas or shall collectively be in compliance with the effluent limitations in this General Permit.

**G. Inspection, Maintenance and Repair**

1. Risk Level 1 dischargers shall ensure that all inspection, maintenance repair and sampling activities at the project location shall be performed or supervised by a Qualified SWPPP Practitioner (QSP) representing the discharger. The QSP may delegate any or all of these activities to an employee trained to do the task(s) appropriately, but shall ensure adequate deployment.
2. Risk Level 1 dischargers shall perform weekly inspections and observations, and at least once each 24-hour period during extended

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<sup>1</sup> Inactive areas of construction are areas of construction activity that have been disturbed and are not scheduled to be re-disturbed for at least 14 days.

storm events, to identify and record BMPs that need maintenance to operate effectively, that have failed, or that could fail to operate as intended. Inspectors shall be the QSP or be trained by the QSP.

3. Upon identifying failures or other shortcomings, as directed by the QSP, Risk Level 1 dischargers shall begin implementing repairs or design changes to BMPs within 72 hours of identification and complete the changes as soon as possible.
4. For each inspection required, Risk Level 1 dischargers shall complete an inspection checklist, using a form provided by the State Water Board or Regional Water Board or in an alternative format.
5. Risk Level 1 dischargers shall ensure that checklists shall remain onsite with the SWPPP and at a minimum, shall include:
  - a. Inspection date and date the inspection report was written.
  - b. Weather information, including presence or absence of precipitation, estimate of beginning of qualifying storm event, duration of event, time elapsed since last storm, and approximate amount of rainfall in inches.
  - c. Site information, including stage of construction, activities completed, and approximate area of the site exposed.
  - d. A description of any BMPs evaluated and any deficiencies noted.
  - e. If the construction site is safely accessible during inclement weather, list the observations of all BMPs: erosion controls, sediment controls, chemical and waste controls, and non-storm water controls. Otherwise, list the results of visual inspections at all relevant outfalls, discharge points, downstream locations and any projected maintenance activities.
  - f. Report the presence of noticeable odors or of any visible sheen on the surface of any discharges.
  - g. Any corrective actions required, including any necessary changes to the SWPPP and the associated implementation dates.
  - h. Photographs taken during the inspection, if any.
  - i. Inspector's name, title, and signature.

**H. Rain Event Action Plan**

Not required for Risk Level 1 dischargers.

**I. Risk Level 1 Monitoring and Reporting Requirements**

**Table 1 - Summary of Monitoring Requirements**

Risk Level	Visual Inspection				Sample Collection		
	Quarterly non-Storm Water Discharge	Pre-Storm Event		Daily Storm BMP	Post Storm	Storm Water Discharge	Receiving Water
		Baseline	REAP				
1	X	X		X	X		

**1. Construction Site Monitoring Program Requirements**

- a. Pursuant to Water Code Sections 13383 and 13267, all dischargers subject to this General Permit shall develop and implement a written site-specific Construction Site Monitoring Program (CSMP) in accordance with the requirements of this Section. The CSMP shall include all monitoring procedures and instructions, location maps, forms, and checklists as required in this section. The CSMP shall be developed prior to the commencement of construction activities, and revised as necessary to reflect project revisions. The CSMP shall be a part of the Storm Water Pollution Prevention Plan (SWPPP), included as an appendix or separate SWPPP chapter.
- b. Existing dischargers registered under the State Water Board Order No. 99-08-DWQ shall make and implement necessary revisions to their Monitoring Programs to reflect the changes in this General Permit in a timely manner, but no later than July 1, 2010. Existing dischargers shall continue to implement their existing Monitoring Programs in compliance with State Water Board Order No. 99-08-DWQ until the necessary revisions are completed according to the schedule above.
- c. When a change of ownership occurs for all or any portion of the construction site prior to completion or final stabilization, the new discharger shall comply with these requirements as of the date the ownership change occurs.

**2. Objectives**

The CSMP shall be developed and implemented to address the following objectives:

- a. To demonstrate that the site is in compliance with the Discharge Prohibitions;

- b. To determine whether non-visible pollutants are present at the construction site and are causing or contributing to exceedances of water quality objectives;
- c. To determine whether immediate corrective actions, additional Best Management Practice (BMP) implementation, or SWPPP revisions are necessary to reduce pollutants in storm water discharges and authorized non-storm water discharges; and
- d. To determine whether BMPs included in the SWPPP are effective in preventing or reducing pollutants in storm water discharges and authorized non-storm water discharges.

**3. Risk Level 1 - Visual Monitoring (Inspection) Requirements for Qualifying Rain Events**

- a. Risk Level 1 dischargers shall visually observe (inspect) storm water discharges at all discharge locations within two business days (48 hours) after each qualifying rain event.
- b. Risk Level 1 dischargers shall visually observe (inspect) the discharge of stored or contained storm water that is derived from and discharged subsequent to a qualifying rain event producing precipitation of  $\frac{1}{2}$  inch or more at the time of discharge. Stored or contained storm water that will likely discharge after operating hours due to anticipated precipitation shall be observed prior to the discharge during operating hours.
- c. Risk Level 1 dischargers shall conduct visual observations (inspections) during business hours only.
- d. Risk Level 1 dischargers shall record the time, date and rain gauge reading of all qualifying rain events.
- e. Within 2 business days (48 hours) prior to each qualifying rain event, Risk Level 1 dischargers shall visually observe (inspect):
  - i. All storm water drainage areas to identify any spills, leaks, or uncontrolled pollutant sources. If needed, the discharger shall implement appropriate corrective actions.
  - ii. All BMPs to identify whether they have been properly implemented in accordance with the SWPPP. If needed, the discharger shall implement appropriate corrective actions.

- iii. Any storm water storage and containment areas to detect leaks and ensure maintenance of adequate freeboard.
- f. For the visual observations (inspections) described in e.i and e.iii above, Risk Level 1 dischargers shall observe the presence or absence of floating and suspended materials, a sheen on the surface, discolorations, turbidity, odors, and source(s) of any observed pollutants.
- g. Within two business days (48 hours) after each qualifying rain event, Risk Level 1 dischargers shall conduct post rain event visual observations (inspections) to (1) identify whether BMPs were adequately designed, implemented, and effective, and (2) identify additional BMPs and revise the SWPPP accordingly.
- h. Risk Level 1 dischargers shall maintain on-site records of all visual observations (inspections), personnel performing the observations, observation dates, weather conditions, locations observed, and corrective actions taken in response to the observations.

#### **4. Risk Level 1 – Visual Observation Exemptions**

- a. Risk Level 1 dischargers shall be prepared to conduct visual observation (inspections) until the minimum requirements of Section I.3 above are completed. Risk Level 1 dischargers are not required to conduct visual observation (inspections) under the following conditions:
  - i. During dangerous weather conditions such as flooding and electrical storms.
  - ii. Outside of scheduled site business hours.
- b. If no required visual observations (inspections) are collected due to these exceptions, Risk Level 1 dischargers shall include an explanation in their SWPPP and in the Annual Report documenting why the visual observations (inspections) were not conducted.

#### **5. Risk Level 1 – Monitoring Methods**

Risk Level 1 dischargers shall include a description of the visual observation locations, visual observation procedures, and visual observation follow-up and tracking procedures in the CSMP.

#### **6. Risk Level 1 – Non-Storm Water Discharge Monitoring Requirements**



a. Visual Monitoring Requirements:

- i. Risk Level 1 dischargers shall visually observe (inspect) each drainage area for the presence of (or indications of prior) unauthorized and authorized non-storm water discharges and their sources.
- ii. Risk Level 1 dischargers shall conduct one visual observation (inspection) quarterly in each of the following periods: January-March, April-June, July-September, and October-December. Visual observation (inspections) are only required during daylight hours (sunrise to sunset).
- iii. Risk Level 1 dischargers shall ensure that visual observations (inspections) document the presence or evidence of any non-storm water discharge (authorized or unauthorized), pollutant characteristics (floating and suspended material, sheen, discoloration, turbidity, odor, etc.), and source. Risk Level 1 dischargers shall maintain on-site records indicating the personnel performing the visual observation (inspections), the dates and approximate time each drainage area and non-storm water discharge was observed, and the response taken to eliminate unauthorized non-storm water discharges and to reduce or prevent pollutants from contacting non-storm water discharges.

**7. Risk Level 1 – Non-Visible Pollutant Monitoring Requirements**

- a. Risk Level 1 dischargers shall collect one or more samples during any breach, malfunction, leakage, or spill observed during a visual inspection which could result in the discharge of pollutants to surface waters that would not be visually detectable in storm water.
- b. Risk Level 1 dischargers shall ensure that water samples are large enough to characterize the site conditions.
- c. Risk Level 1 dischargers shall collect samples at all discharge locations that can be safely accessed.
- d. Risk Level 1 dischargers shall collect samples during the first two hours of discharge from rain events that occur during business hours and which generate runoff.
- e. Risk Level 1 dischargers shall analyze samples for all non-visible pollutant parameters (if applicable) - parameters indicating the

presence of pollutants identified in the pollutant source assessment required (Risk Level 1 dischargers shall modify their CSMPs to address these additional parameters in accordance with any updated SWPPP pollutant source assessment).

- f. Risk Level 1 dischargers shall collect a sample of storm water that has not come in contact with the disturbed soil or the materials stored or used on-site (uncontaminated sample) for comparison with the discharge sample.
- g. Risk Level 1 dischargers shall compare the uncontaminated sample to the samples of discharge using field analysis or through laboratory analysis.<sup>2</sup>
- h. Risk Level 1 dischargers shall keep all field /or analytical data in the SWPPP document.

#### **8. Risk Level 1 – Particle Size Analysis for Project Risk Justification**

Risk Level 1 dischargers justifying an alternative project risk shall report a soil particle size analysis used to determine the RUSLE K-Factor. ASTM D-422 (Standard Test Method for Particle-Size Analysis of Soils), as revised, shall be used to determine the percentages of sand, very fine sand, silt, and clay on the site.

#### **9. Risk Level 1 – Records**

Risk Level 1 dischargers shall retain records of all storm water monitoring information and copies of all reports (including Annual Reports) for a period of at least three years. Risk Level 1 dischargers shall retain all records on-site while construction is ongoing. These records include:

- a. The date, place, time of facility inspections, sampling, visual observation (inspections), and/or measurements, including precipitation.
- b. The individual(s) who performed the facility inspections, sampling, visual observation (inspections), and or measurements.
- c. The date and approximate time of analyses.
- d. The individual(s) who performed the analyses.

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<sup>2</sup> For laboratory analysis, all sampling, sample preservation, and analyses must be conducted according to test procedures under 40 CFR Part 136. Field discharge samples shall be collected and analyzed according to the specifications of the manufacturer of the sampling devices employed.

- e. A summary of all analytical results from the last three years, the method detection limits and reporting units, and the analytical techniques or methods used.
- f. Rain gauge readings from site inspections.
- g. Quality assurance/quality control records and results.
- h. Non-storm water discharge inspections and visual observation (inspections) and storm water discharge visual observation records (see Sections I.3 and I.6 above).
- i. Visual observation and sample collection exception records (see Section I.4 above).
- j. The records of any corrective actions and follow-up activities that resulted from analytical results, visual observation (inspections), or inspections.

# **Appendix D**

## **Union Pacific Railroad Company**

### **New Public Highway Overpass Crossing Agreement**

**Exhibit A: Railroad Location Print**

**Exhibit A-1: Detailed Prints**

**Exhibit A-2: Legal Description**

**Exhibit A-3: Survey Print**

**Exhibit B: General Terms and Conditions**

**Exhibit C: Railroad's Flagging & Inspection Estimate**

**Exhibit C-1: Railroad's Material & Force Account Estimate**

**Exhibit D: Railroad's Coordination Requirements**

**Exhibit E: Contractor's Right of Entry Agreement**

**Exhibit F: Form of Easement**

WHEN DOCUMENT IS FULLY EXECUTED RETURN  
CLERK'S COPY

UPRR Folder No: 2780-63

to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

# NEW PUBLIC HIGHWAY OVERPASS CROSSING AGREEMENT

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BETWEEN

UNION PACIFIC RAILROAD COMPANY

AND THE

COUNTY OF RIVERSIDE,

COVERING THE

CONSTRUCTION, MAINTENANCE AND USE OF THE NEW AIRPORT  
BOULEVARD OVERPASS GRADE SEPARATED PUBLIC ROAD CROSSING  
(DOT NO.: 440-735W)

AT

RAILROAD MILE POST 617.94 – YUMA SUBDIVISION

NEAR

THERMAL,  
IN RIVERSIDE COUNTY,  
CALIFORNIA

MAR 26 2013

3-22

Railroad Original



UPRR Folder No.: 2780-63

UPRR Audit No.: 267263

## PUBLIC HIGHWAY OVERPASS CROSSING AGREEMENT

Airport Boulevard Overpass – DOT No. 440-735W  
Railroad Mile Post 617.94 – Yuma Subdivision  
near Thermal, in Riverside County, California

THIS AGREEMENT ("Agreement") is made and entered into as of the 2<sup>nd</sup> day of April, 2013 ("Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at Real Estate Department, 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179 ("Railroad") and the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California to be addressed at Transportation Department, 3525 14<sup>th</sup> Street, Riverside, California 92501 ("County").

### RECITALS:

By instrument dated February 6, 1956, the Southern Pacific Company and the County entered into an agreement (the "Original Agreement"), identified in the records of the Railroad as Audit No. S102116 covering the construction, maintenance, use and repair of the Airport Boulevard at-grade public road crossing, (DOT No. 760-727M), at Railroad's Mile Post 617.94 on the Railroad's Yuma Subdivision near Thermal, in Riverside County, California.

The Railroad named herein is successor in interest to the Southern Pacific Company.

The County desires to undertake as its project (the "Project") the construction of a new grade-separated public road crossing for Airport Boulevard, (DOT No. 440-735W), at Railroad's Mile Post 617.94 on the Railroad's Yuma Subdivision near Thermal, in Riverside County, California (the "Roadway"). The Roadway is shown on the Railroad Location Print marked **Exhibit A** and specified in the 95% approved Detailed Prints collectively marked **Exhibit A-1**, with each exhibit being attached hereto and hereby made a part hereof. The portion of the Roadway located within the Railroad's right of way is the "Crossing Area".

The right of way granted by Southern Pacific Company to the County under the terms of the Original Agreement or a separate document is not sufficient to allow for the construction of the Roadway. Therefore, under this Agreement, the Railroad will be granting additional rights to the County to facilitate the construction of the Roadway. The portion of Railroad's property that County needs to use in connection with the Roadway (including the right of way area covered under the Original Agreement or in a separate document) is described in the Legal Description marked **Exhibit A-2** and also shown on the Survey Print marked **Exhibit A-3**, with each exhibit being attached hereto and hereby made a part hereof (the "Crossing Area").

The Railroad 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. EXHIBIT B**

The General Terms and Conditions marked **Exhibit B**, are attached hereto and hereby made a part hereof.

**ARTICLE 2. RAILROAD GRANTS RIGHT**

Upon completion of the execution of this Agreement and Railroad's receipt from the County of **SIXTY-ONE THOUSAND FOUR HUNDRED FIFTY DOLLARS (\$61,450.00)**, the Railroad shall execute and deliver to the County an Easement Deed in the form marked **Exhibit F**, attached hereto and hereby made a part hereof, for the property described and shown on **Exhibits A-2 and A-3**.

**ARTICLE 3. DEFINITION OF CONTRACTOR**

For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by 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 and any subsequent maintenance and 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 County confirms that it will inform its 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. 2780-63*

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 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 County agrees 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 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 Railroad's Flagging & Inspection Estimate dated February 15, 2013, marked **Exhibit C**, in the amount of \$290,000.00, and
- the Railroad's Material and Force Account Estimate dated February 12, 2013, marked **Exhibit C-1**, in the amount of \$53,245.00,

each attached hereto and hereby made a part hereof (collectively the "Estimate"). As set forth in the Estimate, the Railroad's total estimated cost for the Railroad's work associated with the Project is \$343,425.00.

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

If the County will be receiving American Recovery and Reinvestment Act ("ARRA") funding for the Project, the County agrees that it is responsible in performing and completing all ARRA reporting documents for the Project. The County confirms 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 County and not of the Railroad, and (ii) the County shall not delegate any ARRA reporting responsibilities to the Railroad. The County also confirms and acknowledges that (i) the Railroad shall provide to the 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 County to perform and complete the ARRA reporting documents. The Railroad confirms that the 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 9. PLANS**

- A. The County, at its expense, shall prepare, or cause to be prepared by others, the 100% approved detailed plans and specifications for the Project 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 Roadway layout specifications, cross sections and elevations, associated drainage, and other appurtenances.
- 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, when prepared and approved, will replace the Detailed Prints attached to this agreement as **Exhibit A-1**, and will be used in the construction of the Roadway.
- C. No changes in the Plans shall be made unless the Railroad has consented to such changes in writing.
- D. The Railroad's review and approval of the Plans will in no way relieve 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 warranty 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 10. 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 9. 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



April 3, 2013

UPRR Folder No. 2780-63

**MR LARRY W WARD  
COUNTY CLERK  
RIVERSIDE COUNTY  
2724 GATEWAY DR  
RIVERSIDE CA 92507**

Dear Mr. Ward:

Attached for your file is your original copy of a New Public Highway Overpass Crossing Agreement, fully executed on behalf of the Railroad Company.

You are hereby authorized to proceed with the work upon proper notification to the Railroad Company's Manager of Track Maintenance. In accordance with the terms of the above agreement, 10 days advance notification upon entering the Railroad Company's right of way shall be given to the following office:

*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*

When you or your representative enter the Railroad Company's property, a copy of this fully executed document must be available at the site to be shown on request to any Railroad employee or official. Should you have any questions, please contact me.

Sincerely Yours,  
Original Signed

**P. G. FARRELL**  
PAUL G. FARRELL  
Senior Manager Contracts  
Phone: 402.544.8620  
e-Mail: pgarrell@up.com

Real Estate Department  
UNION PACIFIC RAILROAD COMPANY  
1400 Douglas Street, Mail Stop 1690  
Omaha, Nebraska 68179-1690  
fax: 402.501.0340



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 9B, (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 11. 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 12. EFFECTIVE DATE; TERM; TERMINATION**

- A. This Agreement is 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 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 13. 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 and the 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 required under 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 14. FUTURE PROJECTS**

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

**ARTICLE 15. ASSIGNMENT; SUCCESSORS AND ASSIGNS**

- A. 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 Railroad and County.

**ARTICLE 16. 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 17. 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*  
DANIEL A. LEIS  
General Director Real Estate

ATTEST:

By \_\_\_\_\_

(SEAL)

**COUNTY OF RIVERSIDE**

By: *John J. Benoit*  
Printed Name: **JOHN J. BENOIT**  
Title: **CHAIRMAN, BOARD OF SUPERVISORS**

Pursuant to Resolution/Order No. \_\_\_\_\_  
dated: \_\_\_\_\_, 20\_\_\_\_  
hereto attached.

ATTEST:  
KECIA HARPER-IHEM, Clerk  
By: *[Signature]*  
DEPUTY

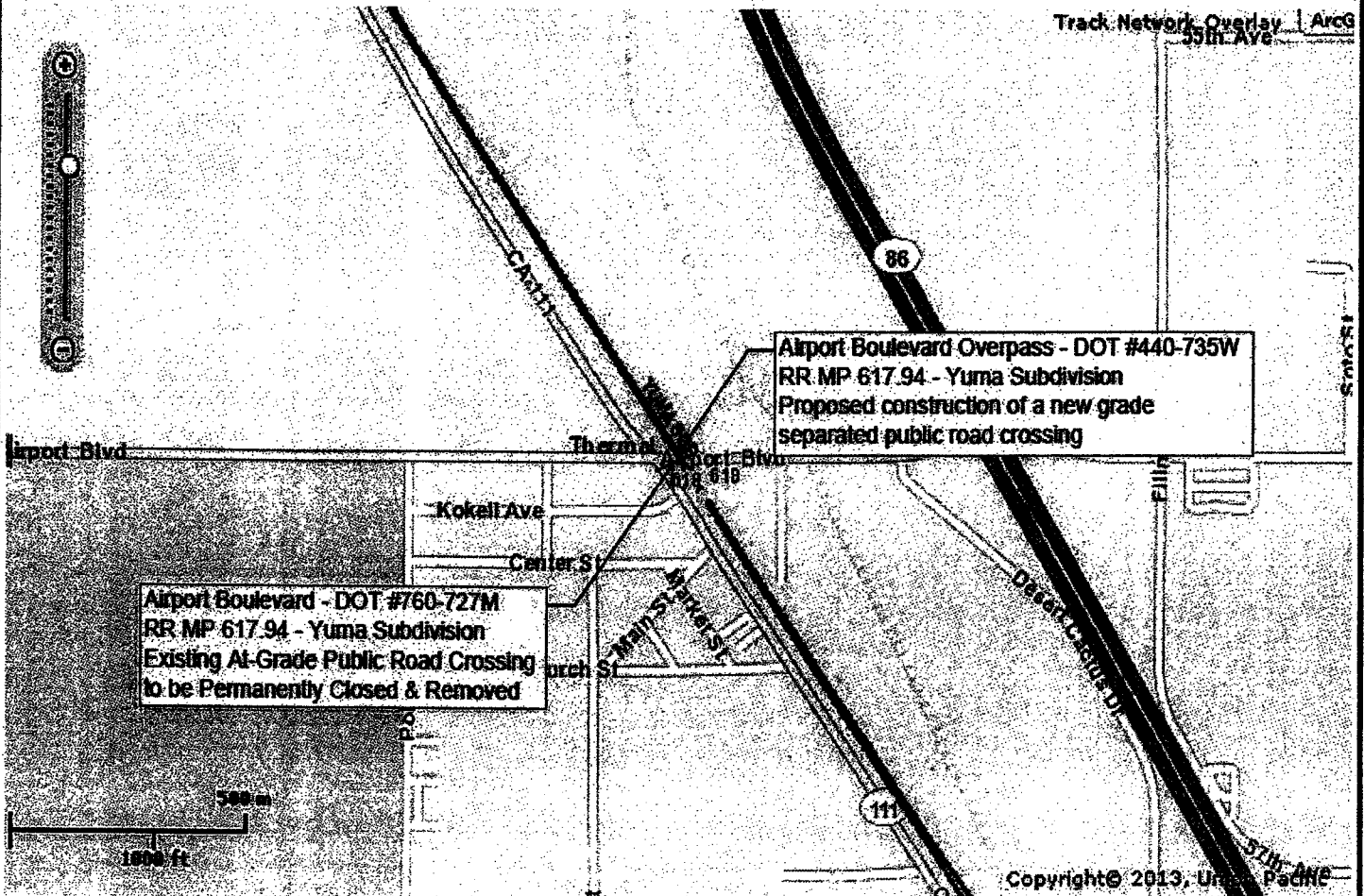
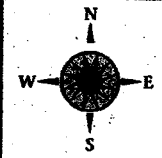
FORM APPROVED COUNTY COUNSEL  
BY: *Marshall Victor* 3/13/13  
MARSHAL VICTOR DATE

# EXHIBIT A

To Public Highway Overpass Crossing  
Agreement

Cover Sheet for the  
Railroad Location Print

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



**RAILROAD WORK TO BE PERFORMED:**

1. Flagging & Inspection.

**EXHIBIT "A"**

**UNION PACIFIC RAILROAD COMPANY**

YUMA SUBDIVISION  
RAILROAD MILE POST 617.94  
GPS: N 33° 38.5250', W 116° 08.4132'  
THERMAL, RIVERSIDE CO., CA.

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

Folder No: 2780-63

Date: January 10, 2013

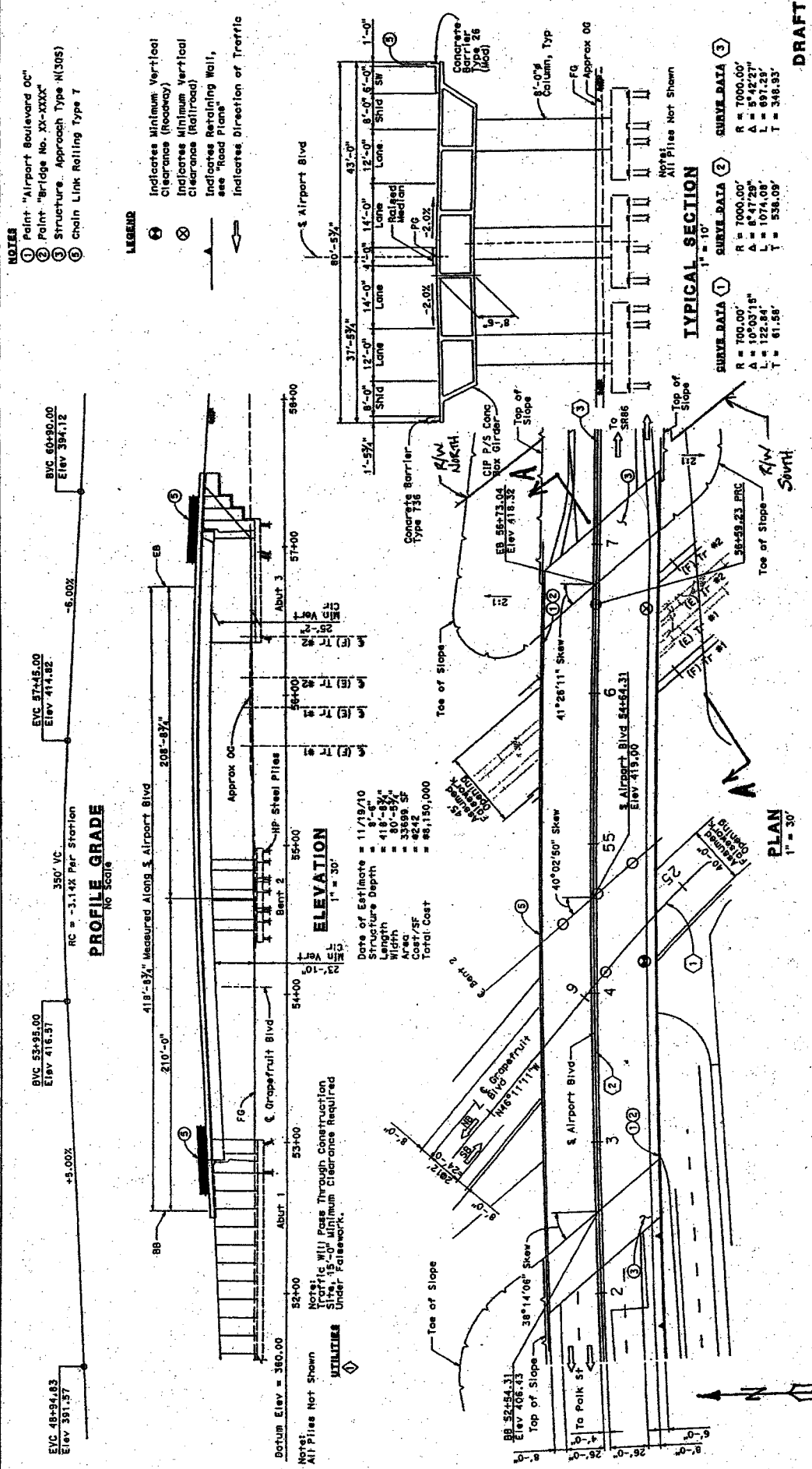
**WARNING**

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 Overpass Crossing  
Agreement

Cover Sheet for the  
Detailed Prints

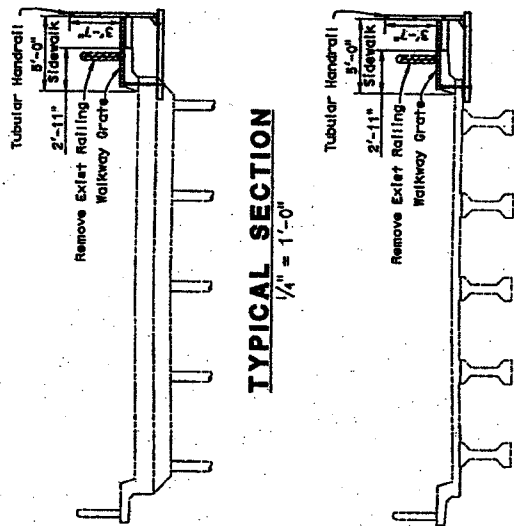


REVISIONS		PROJECT		REFERENCE	
NO.	DESCRIPTION	DATE	PROJECT	DATE	BY
			COUNTY OF RIVERSIDE		
			AIRPORT BLVD		
			URBAN ARTERIAL HIGHWAY		

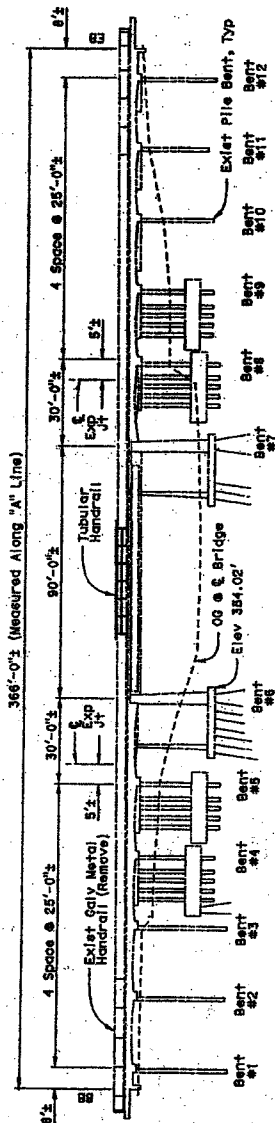
		PARSONS TRANSPORTATION GROUP 11000 E. 15th Avenue, Suite 100 Denver, CO 80202	
RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT		APPROVED BY: AIRPORT DIV.	
DATE: _____		DATE: _____	



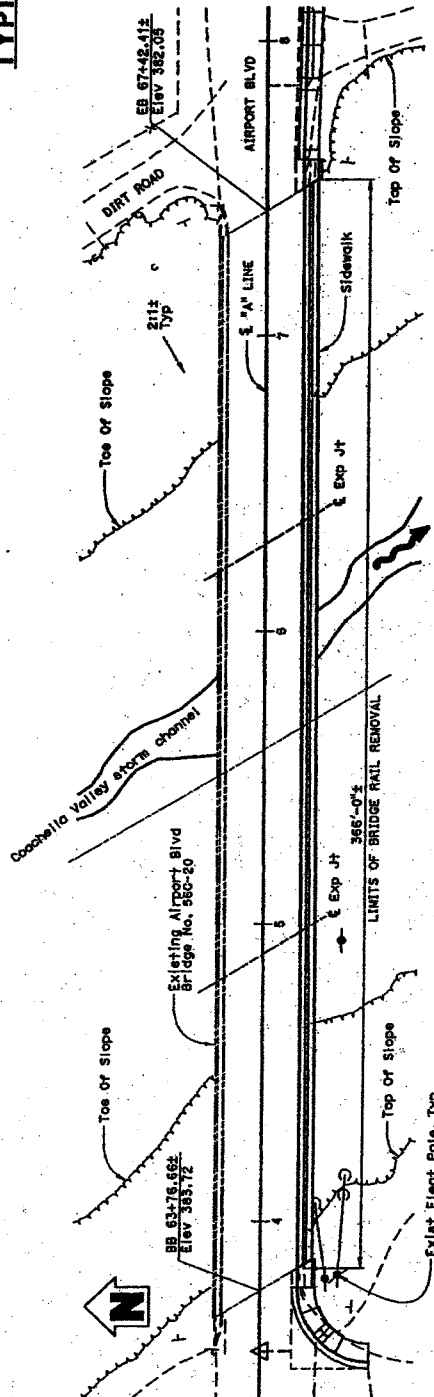


**TYPICAL SECTION**  
 $1/4" = 1'-0"$

**TYPICAL SECTION CENTER SPAN**  
 $1/4" = 1'-0"$



**SOUTH ELEVATION**  
 $1" = 20'$



**PLAN**  
 $1" = 20'$

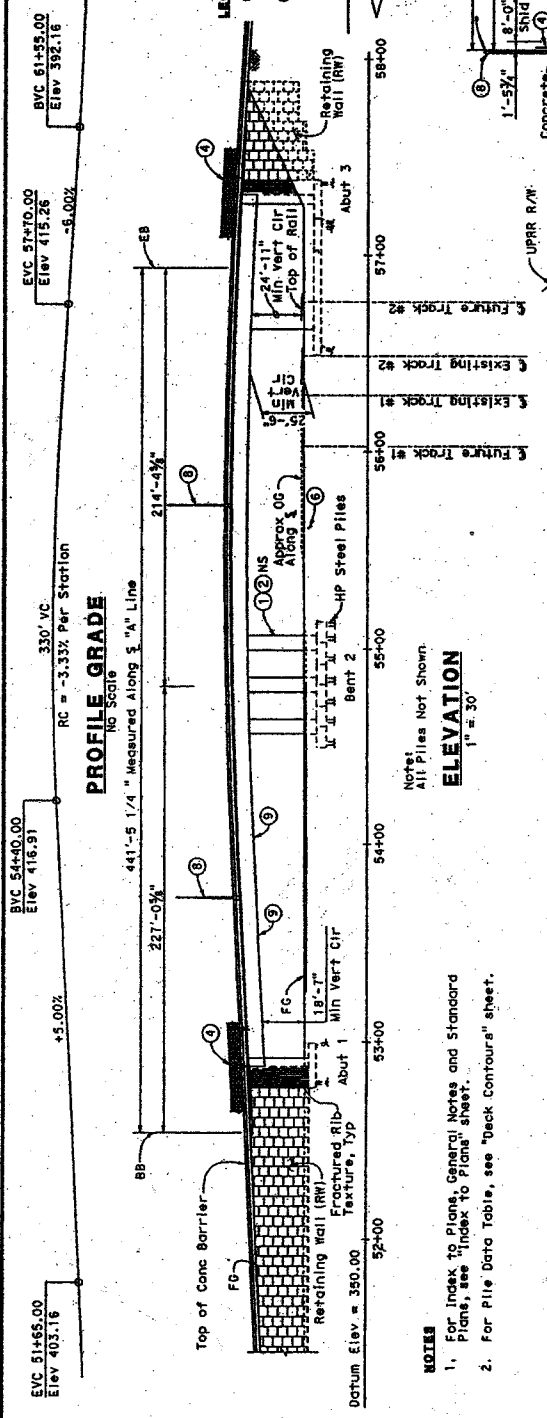
**LEGEND**  
 Bridge RAIL Removal

<b>EB-1</b> EXISTING BRIDGE REMOVE BRIDGE		SCALE: AS SHOWN RD 00000 COUNTY FILE No.
<b>AIRPORT BLVD OVER COACHELLA VALLEY STORM CHANNEL GENERAL PLAN</b>		
PARSONS PROJECT NUMBER: 15-000000 DATE: 04-28-2015		RIVERSIDE COUNTY TRANS PROJECT NUMBER: 15-000000 DATE: 04-28-2015
DESIGNER: U. Sandira CHECKER: A. Segura DATE: 04-28-2015	CIVIL ENGINEER: U. Sandira CHECKER: A. Segura DATE: 04-28-2015	COUNTY No. 15 COUNTY No. 15

**NOTES**

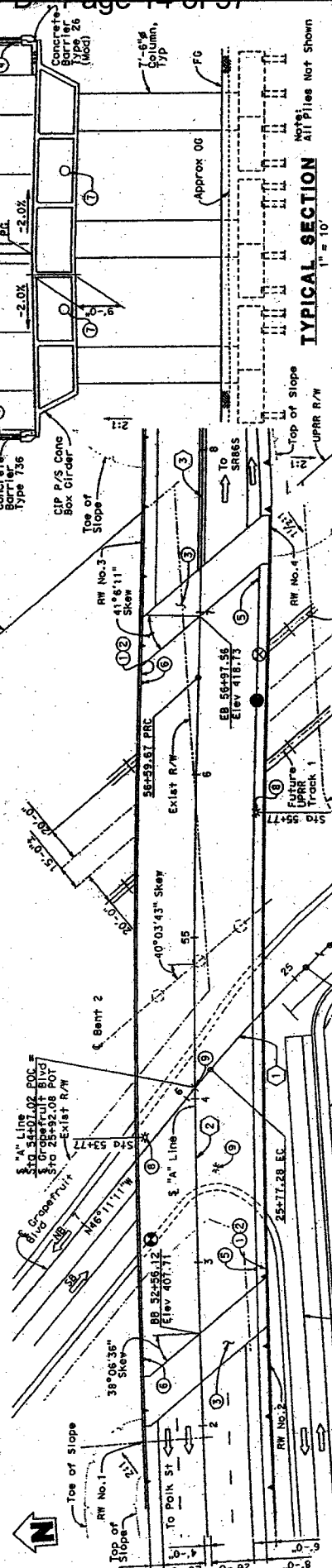
- ① Paint "Airport Boulevard OH"
- ② Paint "Bridge No. XX-XXXX"
- ③ Structure Approach Type N(305)
- ④ Chain Link Rolling Type T (Mod)
- ⑤ Deck Drain - Type D-1
- ⑥ Deck Drain - Type D-2
- ⑦ Future Utility Opening
- ⑧ Bridge Deck Light, see "Road Plans"
- ⑨ Bridge Soffit Light, see "Road Plans"

- LEGEND**
- ⊙ Indicates Minimum Vertical Clearance (Roadway)
  - ⊗ Indicates Minimum Vertical Clearance (Railroad) - Future
  - ⊘ Indicates Minimum Vertical Clearance (Railroad) - Existing
  - ⊙ Indicates Retaining Wall, see "Road Plans"
  - Indicates Direction of Traffic
  - \* Indicates Deck Light, see "Miscellaneous Details" sheet
  - \*\* Indicates Soffit Light, see "Girder Layout" sheet



**ELEVATION**  
1" = 30'

- NOTES**
1. For Inlets to Plans, General Notes and Standard Plans, see "Index to Plans" sheet.
  2. For Pile Data Table, see "Deck Contours" sheet.



**TYPICAL SECTION**  
1" = 10'

CURVE NO.	RADIUS	DELTA	LENGTH	TANGENT
1	700.00'	71°06'52"	66.92'	43.92'
2	6999.86'	8°42'37"	1064.12'	533.09'
3	6999.86'	5°34'04"	680.23'	340.38'

**PLAN**  
1" = 30'

DATE PLOTTED: 03/07/11  
BY: M. THORNTON  
SCALE: AS SHOWN

**GENERAL PLAN**  
SCALE: AS SHOWN

NO. 00000 COUNTY FILE NO.

**PROJECT INFORMATION**

**CLIENT:** RIVERSIDE COUNTY TRANS

**PROJECT MANAGER:** JEFFREY H. HARRIS

**DESIGNER:** PARSONS

**DATE:** 08/01/10

**DESIGNER:** PARSONS

**PROJECT NUMBER:** 10000000000000000000

**DATE:** 08/01/10

**SCALE:** AS SHOWN

**PROJECT MANAGER:** JEFFREY H. HARRIS

**DATE:** 08/01/10

NO.	DATE	DESCRIPTION	BY	CHECKED BY	DESIGNED BY	DRAWN BY	IN CHARGE	PROJECT MANAGER	DATE
1			J. Bishop	J. Bishop	J. Bishop	A. Segura	U. Sandiro	J. Harris	08/01/10
2			J. Bishop	J. Bishop	J. Bishop	A. Segura	U. Sandiro	J. Harris	08/01/10
3			J. Bishop	J. Bishop	J. Bishop	A. Segura	U. Sandiro	J. Harris	08/01/10
4			J. Bishop	J. Bishop	J. Bishop	A. Segura	U. Sandiro	J. Harris	08/01/10

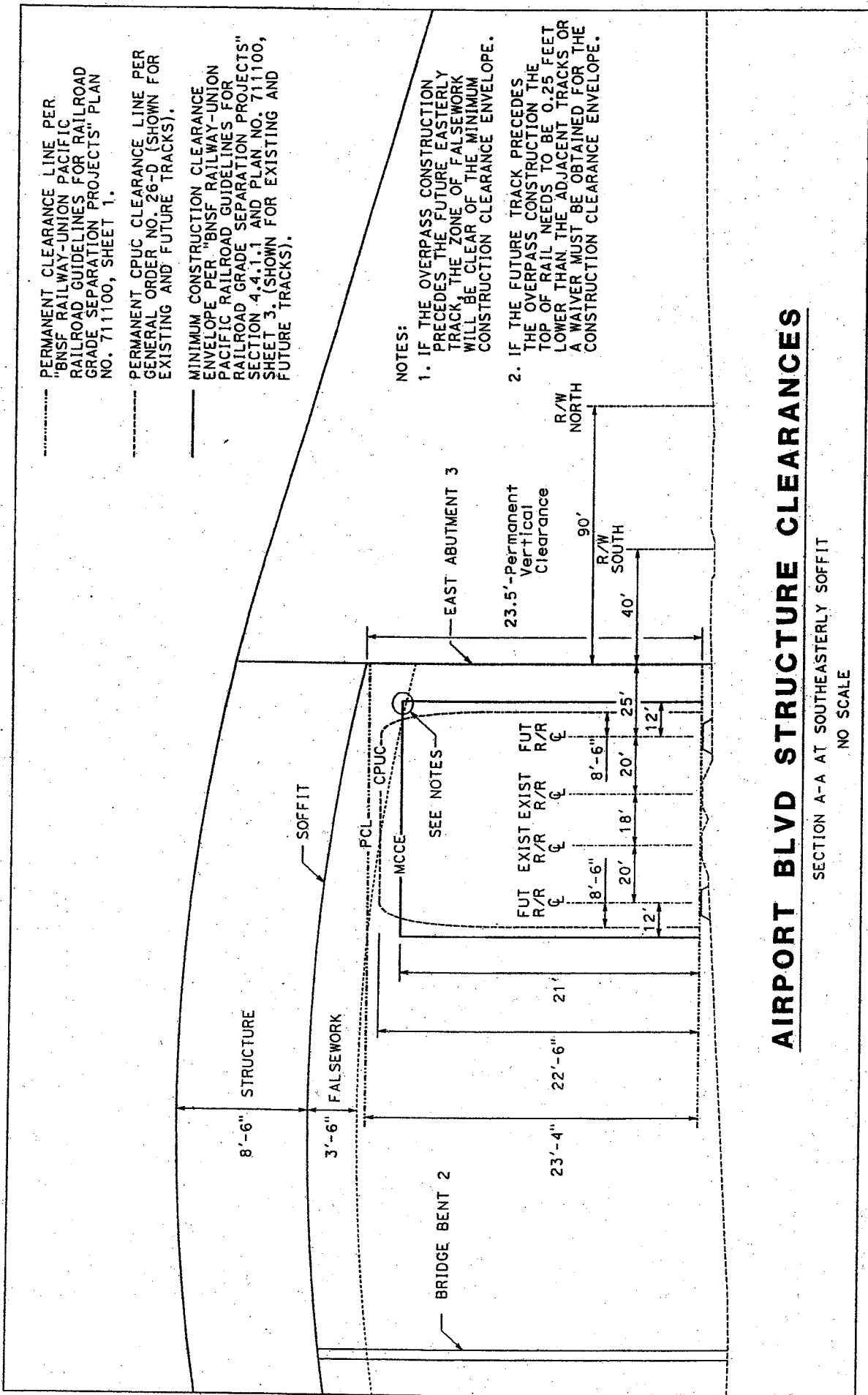
PERMANENT CLEARANCE LINE PER "BNSF RAILWAY-UNION PACIFIC RAILROAD GUIDELINES FOR RAILROAD GRADE SEPARATION PROJECTS" PLAN NO. 711100, SHEET 1.

PERMANENT CPUC CLEARANCE LINE PER GENERAL ORDER NO. 26-D (SHOWN FOR EXISTING AND FUTURE TRACKS).

MINIMUM CONSTRUCTION CLEARANCE ENVELOPE PER "BNSF RAILWAY-UNION PACIFIC RAILROAD GUIDELINES FOR RAILROAD GRADE SEPARATION PROJECTS" SECTION 4.4.1.1 AND PLAN NO. 711100, SHEET 3. (SHOWN FOR EXISTING AND FUTURE TRACKS).

NOTES:

1. IF THE OVERPASS CONSTRUCTION PRECEDES THE FUTURE EASTERLY TRACK, THE ZONE OF FALSEWORK CONSTRUCTION CLEARANCE ENVELOPE.
2. IF THE FUTURE TRACK PRECEDES THE OVERPASS CONSTRUCTION THE TOP OF RAIL NEEDS TO BE 0.25 FEET LOWER THAN THE ADJACENT TRACKS OR A WAIVER MUST BE OBTAINED FOR THE CONSTRUCTION CLEARANCE ENVELOPE.



**AIRPORT BLVD STRUCTURE CLEARANCES**

SECTION A-A AT SOUTHEASTERLY SOFFIT  
NO SCALE

# EXHIBIT A-2

To Public Highway Overpass Crossing  
Agreement

Cover Sheet for the  
Legal Description

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**PARCEL 0241-027**

AN EASEMENT FOR SLOPE AND MAINTENANCE PURPOSES, TOGETHER WITH PUBLIC UTILITY PURPOSES, BEING A PORTION OF THE SOUTHERN PACIFIC RAILROAD RIGHT-OF-WAY AS DESCRIBED IN DEED BOOK 1100, PAGE 130, RECORDED AUGUST 1949, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE SOUTHWEST ONE-QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE INTERSECTION OF THE CENTERLINE OF AIRPORT BOULEVARD (30.00 FOOT SOUTHERLY HALF-WIDTH) (FORMERLY CALIFORNIA STREET) AND THE CENTERLINE OF ORANGE STREET (30.00 FOOT WESTERLY HALF-WIDTH) AS SHOWN ON MAP OF THERMAL TOWNSITE ON FILE IN BOOK 4, OF PAGE 78, RECORDS OF SAID RECORDER;

THENCE S 89°49'04" W ALONG THE CENTERLINE OF SAID AIRPORT BOULEVARD, A DISTANCE OF 579.76 FEET;

THENCE N 00°10'56" W, A DISTANCE OF 40.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID AIRPORT BOULEVARD AS DESCRIBED IN THE RESOLUTION ACCEPTING DEED, IN BOOK 1890, PAGES 461 THROUGH 469, RECORDED APRIL 4, 1956 OFFICIAL RECORDS OF SAID RECORDER, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE S 89°49'04" W ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID AIRPORT BOULEVARD, A DISTANCE 312.03 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF GRAPEFRUIT BOULEVARD (FORMERLY HIGHWAY 111), AS SHOWN ON CAL-TRANS RIGHT-OF-WAY RELINQUISHMENT MAP, IN STATE HIGHWAY MAP BOOK 11, PAGES 91 THROUGH 100, RECORDS OF SAID RECORDER;

THENCE N 46°12'53" W ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 95.23 FEET;

THENCE S 85°31'09" E, A DISTANCE OF 354.69 FEET TO A POINT ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF THE SOUTHERN PACIFIC RAILROAD;

THENCE S 36°09'38" E ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF THE SOUTHERN PACIFIC RAILROAD, A DISTANCE OF 46.07 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 16,514 SQUARE FEET, OR 0.379 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 1.000020640 TO OBTAIN GROUND DISTANCE.

SEE ATTACHED EXHIBIT "B"

APPROVED BY: \_\_\_\_\_

*Timothy E. Rayburn*

DATE: \_\_\_\_\_

*8/29/2012*



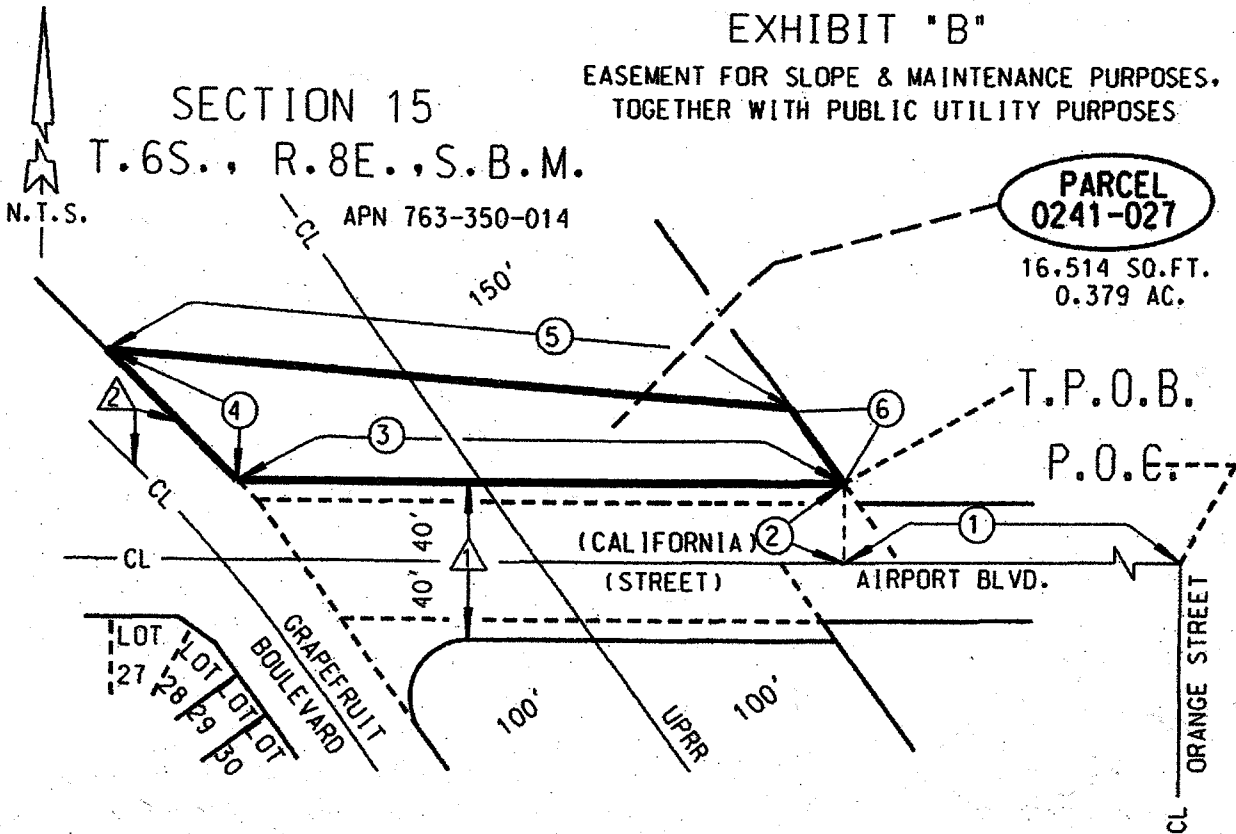
# EXHIBIT A-3

To Public Highway Overpass Crossing  
Agreement

Cover Sheet for the  
Survey Print

EXHIBIT "B"

EASEMENT FOR SLOPE & MAINTENANCE PURPOSES,  
TOGETHER WITH PUBLIC UTILITY PURPOSES



**PARCEL 0241-027**  
16,514 SQ. FT.  
0.379 AC.

MB 4/78

RS 11/30-31

SECTION 22  
T.6S., R.8E., S.B.M.

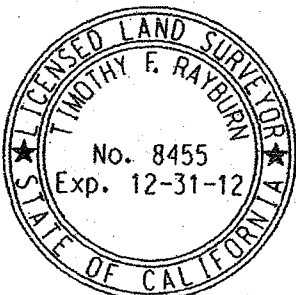
LINE TABLE

- ① S 89°49'04" W 579.76'
- ② N 00°10'56" W 40.00'
- ③ S 89°49'04" W 312.03'
- ④ N 46°12'53" W 95.23'
- ⑤ S 85°31'09" E 354.69'
- ⑥ S 36°09'38" E 46.07'

SURVEY NOTES

- ① R/W PER D.R. BK. 1890 PG. 461-469 REC. 04/04/1956
- ② R/W PER CT R/W RELINQ. IN STATE HWY MAP BK. 11 PGS. 91-100
- ( ) REC. PER MB 4/78

ALL DISTANCES SHOWN ARE GRID DISTANCES.  
GROUND DISTANCES MAY ABE OBTAINED BY  
MULTIPLYING THE GRID DIST. BY A COMBINATION  
FACTOR OF 1.000020640



COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.  
PROJECT: AIRPORT BLVD. / 56TH AVE.

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: 8/29/2012

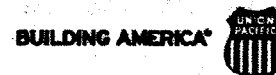
PAR. NO.:	0241-027
PREPARED BY:	D.G.O.
SCALE:	N.T.S.
DATE:	AUGUST, 2012
W.O. NO.:	A6-0241
SHEET 1 OF 1	

# EXHIBIT B

## To Public Highway Overpass Crossing Agreement

### Cover Sheet for the General Terms and Conditions





**EXHIBIT B**

**TO PUBLIC HIGHWAY OVERPASS CROSSING 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 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 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 County for the purpose of conveying electric power or communications incidental to the 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 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 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 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 County's specifications and will not interfere with the County's use of the Crossing Area.
- E. So far as it lawfully may do so, the County 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 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 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 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 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 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 County. The County hereby assumes the risk of any such delays and agrees that no claims for damages on account of any delay shall be made against the Railroad by the County and/or the Contractor.

### **SECTION 3 - INJURY AND DAMAGE TO PROPERTY**

If the County, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the 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 County at the County's own expense, or by the Railroad at the expense of the 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 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 County shall reimburse the Railroad for the amount of the contract.

### **SECTION 5 - MAINTENANCE AND REPAIRS**

- A. The County, at its expense, shall maintain, repair and renew, or cause to be maintained, repaired and renewed, the entire Structure, 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 overpainting involving the Structure.
- B. The Railroad, at its expense, will maintain, repair and renew, or cause to be maintained, repaired and renewed, the rails, ties, ballast and communication and signal facilities owned by the Railroad beneath the Structure.

### **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 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 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 County shall include work both within and outside of the Railroad's property.
- B. **Entry on to Railroad's Property by County.** If the County's employees need to enter Railroad's property in order to perform an inspection of the Structure, minor maintenance or other activities, the 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 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 County's employees, or damage to any property or equipment (collectively the "Loss") that arises from the presence or activities of 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 County's employees need to enter Railroad's property as provided in Paragraph B above, the County agrees to notify the Railroad Representative at least thirty (30) working days in advance of proposed performance of any work by 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 County whether a flagman need be present and whether 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 County for such expenses incurred by Railroad. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, County agrees that 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, 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 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, 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, 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 County shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The County shall use only such methods as are consistent with safety, both as concerns the County, the County's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The 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 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 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 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 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 County, at its own expense, shall adequately police and supervise all work to be performed by the 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 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 County with any requests or recommendations made by such representatives. If a representative of the Railroad is assigned to the Project, the 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 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 County is being or is about to be done or prosecuted without due regard and precaution for safety and security, the County shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.
- H. **Removal of Debris.** The 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 County at the County's own expense or by the Railroad at the expense of the County. The 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 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 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 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 County, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the 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 County, at the 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 County, at the 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 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 County shall not obstruct or interfere with existing ditches or drainage facilities.
- L. **Notice.** Before commencing any work, the 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. 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 County. If it is, 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 County, or by agreement between the parties, that new or improved train activated warning devices should be installed at the Crossing Area, the 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 County for a period of three (3) years following the date of Railroad's last billing sent to County.

**SECTION 10 - REMEDIES FOR BREACH OR NONUSE**

- A. If the 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 County will reimburse the Railroad for the expenses thereof.
- B. Nonuse by the County of the Crossing Area for public highway purposes continuing at any time for a period of eighteen (18) months shall, at the option of the Railroad, work a termination of this Agreement and of all rights of the County hereunder.
- C. The 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 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 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 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 Overpass Crossing  
Agreement

Railroad's Flagging & Inspection Estimate

**EXHIBIT C****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 Airport Avenue Grade Separation project. (USDOT#440735W), at Railroad Mile Post 617.94 on the Yuma Subdivision in County of Riverside, California.

LOCATION: Thermal, California

DATE: December 03, 2012

<b>DESCRIPTION</b>	<b>LABOR</b>	<b>MATERIAL</b>	<b>AUTHORITY TOTAL</b>
FLAGGING (@ \$1,200/day) 200 days	\$240,000		\$240,000
INSPECTION	\$50,000		\$50,000
TOTAL PROJECT	\$290,000		\$290,000
<b>TOTAL ESTIMATED COST OF PROJECT LESS CREDITS</b>			<b>\$290,000</b>

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 C-1

To Public Highway Overpass Crossing  
Agreement

Railroad's Material & Force Account Estimate



DATE: 2013-02-12

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

THIS ESTIMATE GOOD FOR 6 MONTHS EXPIRATION DATE IS :2013-08-13

DESCRIPTION OF WORK:  
2013 RECOLLECTIBLE PROGRAM  
YUMA SUBDIVISION  
MP 617.94  
REMOVE 2-50 TF OF CROSSING SURFACE INCLUCING SIGNAL  
PROJECT FUNDED 100% CITY, STATE, FEDERAL

PID: 82411 AWO: MP, SUBDIV: 617.94, YUMA  
SERVICE UNIT: 20 CITY: THERMAL STATE: CA

DESCRIPTION	QTY	UNIT	LABOR	MATERIAL	RECOLL	UPRR	TOTAL
<b>ENGINEERING WORK</b>							
ENGINEERING			1400		1400		1400
<b>TOTAL ENGINEERING</b>			1400		1400		1400
<b>SIGNAL WORK</b>							
LABOR ADDITIVE 176.51%			13444		13444		13444
PERSONAL EXPENSE				4800	4800		4800
SIGNAL			7616		7616		7616
<b>TOTAL SIGNAL</b>			21060	4800	25860		25860
<b>TRACK &amp; SURFACE WORK</b>							
ENVIROMENTAL PERMIT					10		10
LABOR ADDITIVE 211%			16415		16415		16415
RDXING			9740		9740		9740
<b>TOTAL TRACK &amp; SURFACE</b>			26155	10	26165		26165
LABOR/MATERIAL EXPENSE			48615	4810			
RECOLLECTIBLE/UPRR EXPENSE					53425	0	
ESTIMATED PROJECT COST							53425
EXISTING REUSEABLE MATERIAL CREDIT					0		
SALVAGE NONUSEABLE MATERIAL CREDIT					0		
<b>RECOLLECTIBLE LESS CREDITS</b>							

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.

# EXHIBIT D

To Public Highway Overpass Crossing  
Agreement

Railroad's Coordination Requirements



**EXHIBIT D**

**TO PUBLIC HIGHWAY OVERPASS CROSSING AGREEMENT**

**RAILROAD 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:	County of Riverside County
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:	Proposed construction of the new Airport Boulevard Overpass 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:

*Denny Gallegos  
Manager Track Maintenance  
Union Pacific Railroad Company  
235 Luis Estrada Street  
Beaumont, CA 92223  
phone: 909-685-2154  
cell: 909-213-7161  
fax: 909-685-2165*

#### **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](http://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 a(n) 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 Overpass Crossing  
Agreement

Cover Sheet for the  
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 Corporation)

### RECITALS:

Contractor has been hired by the *Name of Public Body* ("X") to perform work relating to the Purpose (the "work"), with all or a portion of such work to be performed on property of Railroad in the vicinity of the Railroad's Mile Post Mile Post on the Railroad's Name of Subdivision in or near City, County & State, as such location is in the general location shown on the Railroad Location Print marked **Exhibit A**, and as specified 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 the Railroad and the X.

(Date of Contract)

The Railroad is willing to permit the 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 & D.**

The General Terms and Conditions contained in Exhibit B, the Insurance Requirements contained in Exhibit C, and the Minimum Safety Requirements contained in Exhibit D, each 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 or his or her duly authorized representative (the "Railroad Representative"):  

*MTM* *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  

*(Expiration Date)*

provided, 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  
Real Estate Department  
1400 Douglas Street, MS 1690  
Omaha, NE 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 - CROSSINGS.**

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.

**ARTICLE 10 - 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 #94-6001323)

By: \_\_\_\_\_  
PAUL G. FARRELL  
Senior Manager Contracts

\_\_\_\_\_  
(Name of Contractor)

By \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

SAMPLE

**EXHIBIT A**

Exhibit A will be a print showing the general location of the work site.



**EXHIBIT B**

**TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT**

**GENERAL TERMS & CONDITIONS**

**Section 1. NOTICE OF COMMENCEMENT OF WORK - FLAGGING.**

A. Contractor agrees to notify the Railroad Representative at least thirty (30) 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 Railroad's tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by 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 REQUIREMENTS**

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. In 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:

- Familiar and comply with Railroad's rules on lockout/tagout of equipment.
- Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
- Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other railbound equipment.

B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.

C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.

D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

#### **V. GENERAL SAFETY REQUIREMENTS**

A. 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 of 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 Overpass Crossing  
Agreement

Cover Sheet for the  
Form of Easement Deed

RECORDING REQUESTED BY:  
STATE OF CALIFORNIA

When Recorded, Mail To:

Department of Transportation  
District  
Mailing Address  
Attn: Right of Way Dept.

**EASEMENT  
DEED**

District	County	Route	Postmile	Number

UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, (hereinafter, "GRANTOR"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants to the STATE OF CALIFORNIA, Department of Transportation, a public agency, its successors and assigns (hereinafter, "STATE"), a non-exclusive easement (hereinafter "Easement") for the purpose of constructing, reconstructing, upgrading, replacing, removing, inspecting, maintaining, repairing and operating an overhead bridge and highway only for use as a public crossing (hereinafter "Structure"), in the County of County, State of California over and across GRANTOR's railroad tracks and that certain real property described in **Exhibit A**, attached hereto and hereby made a part hereof (hereinafter the "Property"), at GRANTOR's Mile Post Mile Post, DOT No. DOT Number, on GRANTOR's Subdivision.

This conveyance is made for the purpose of a highway grade separation and GRANTOR hereby releases and relinquishes to the STATE any and all rights of access directly to and from the Structure from and to GRANTOR's property.

GRANTOR acknowledges that the Easement and its use as a public crossing are compatible with railroad operations, within the meaning of California Code of Civil Procedure section 1240.510, so long as they do not impede railroad operations, create an undue safety risk, or interfere with GRANTOR's common carrier obligations as regulated by the Surface Transportation Board or by any successor agency.

GRANTOR further grants to STATE the non-exclusive right of ingress to and egress from the Property over and across GRANTOR's other property, subject to advance notification and coordination with GRANTOR to ensure safety and the compatibility of GRANTOR's other property for such ingress and egress (which coordination by GRANTOR shall not be unreasonably withheld), and provided further that such right of ingress and egress shall be in accordance with the terms and provisions of the parties' separate Construction and Maintenance Agreement dated C&M Date, and as thereafter amended by mutual agreement, and known in GRANTOR's records as Real Estate Folder Folder Number ( the "C & M Agreement").

RESERVING unto GRANTOR, its successors and assigns all rights in and to the Property and all uses of the Property that are not inconsistent with STATE's use and enjoyment of the Easement, including, but not limited to the following:

- (1) All rights in and to airspace at an elevation higher than a plane parallel with and thirty (30) feet above the roadway surface of the Structure as originally constructed.



Number

- (2) The right to construct, reconstruct, upgrade, place, replace, remove, inspect, maintain, repair, alter, renew, improve and operate pipelines, utility lines, track, railroad facilities and communication lines above, below and on the surface of the Property. Communication lines shall include, without limitation, transmission by conduit, fiber optics, cable, wire or other means of electricity, voice data, video, digitized information, or other materials or information.
- (3) All rights as may be required to investigate and remediate environmental contamination and hazards affecting the Property.
- (4) All oil, oil rights, minerals, mineral rights, natural gas, natural gas rights, and other hydrocarbons by whatsoever name known that may be within the Property together with the perpetual right of drilling, mining, exploring and operating therefore and removing the same from the Property, including the right to whip-stock or directionally drill and mine from lands other than the Property hereinbefore described, oil or gas wells, tunnels and shafts into, through or across the subsurface of the Property, and to bottom such whip-stocked or directionally drilled wells, tunnels and shafts under and beneath or beyond the exterior limits thereof, and to re-drill, re-tunnel, equip, maintain, repair, deepen and operate any such wells, or mines, without, however, the right to drill, mine, explore and operate through the surface or the upper one hundred (100) feet of the subsurface of the Property or otherwise in such manner as to endanger the safety of any Structure that may be constructed on the Property.

This Easement is SUBJECT and SUBORDINATE to the following:

- (1) The terms and conditions of the C & M Agreement.
- (2) All prior and outstanding licenses, leases, easements, restrictions, conditions, covenants, liens and claims of title which may affect the Property, whether recorded or both unrecorded and known by Grantor, including, but not limited to, all easements for petroleum and/or hydrocarbon pipelines (including, but not limited to, those owned by SFPP, L.P., and/or its successors or assigns), and easements and licenses for telephone, electric and fiber optic lines (collectively "Prior Rights"), and, if applicable, further subject to the provisions in Exhibit B, attached hereto and hereby made a part hereof. The word "grant" as used in this Easement shall not be construed as a covenant against the existence of any Prior Rights affecting the Property.
- (3) The continuing right and obligation of GRANTOR, its successors and assigns, to use the Property in the performance of its duties as a common carrier, including, but not limited to, the right to construct, reconstruct, maintain and operate existing or any additional railroad tracks, facilities and appurtenances thereto in, upon, over, along and across the Property in such manner as may be consistent with STATE's use and enjoyment of the easement herein granted; **provided, further that in the event the Property is transferred to a non-transportation entity, such transferee's use of the Property shall be subject to the following limitations and conditions:**
  - (a) No use may be made of the Property which would impair the full use and safety of the Structure, or would otherwise interfere with the free flow of traffic thereon or would unreasonably impair the maintenance thereof.
  - (b) No use may be made of the Property for the manufacture or storage of flammable, volatile, explosive or corrosive substances, and such substances shall not be brought onto said land except in such quantities as are normally required for the maintenance operations of occupants of said land and except as may be transported by rail or pipelines. Installation of any pipelines by a non-railroad or other non-transportation entity, or pipelines not otherwise subject to Federal and/or State regulations and safety standards, carrying volatile substances shall have the written approval of the STATE as to the safety and compatibility with the Easement and such discretion shall not be exercised in a capricious or arbitrary manner. The use of any such substances shall be in conformance with all applicable code requirements.

Number

- (c) No hazardous or unreasonably objectionable smoke, fumes, vapors, dust or odors shall be permitted, which would adversely affect the use or maintenance of said Structure or the traveling public thereon.
- (d) No building of combustible construction shall hereafter be constructed on the Property. The STATE shall be given the opportunity to review and approve plans for any construction within the Property sixty (60) days prior to said construction. No buildings, no permanent structures, and no advertising displays, may be constructed within eight (8) feet of the undersides nor within fifteen (15) feet (measured horizontally) of the sides of the Structure without the express written approval of the STATE. The STATE shall have the discretion to determine whether such proposed construction will be inimical to or incompatible with the full enjoyment of the public rights in the Easement or against the public interest, but such discretion shall not be exercised in a capricious or arbitrary manner.

If the Easement, or any portion thereof, shall cease to be needed for public crossing purposes, then the STATE shall vacate such portion(s) of the Easement in accordance with any and all applicable State and Federal laws. In addition, STATE, at STATE's sole expense, shall demolish and remove the Structure in accordance with the then current standards of GRANTOR, including, but not limited to engineering, land use and railroad operating standards, and with the terms and provisions of the C & M Agreement.

Consideration for this grant includes compensation for damages to the value of the remainder of GRANTOR's property, if any, caused by the existence of the Easement herein granted and/or by the construction or maintenance of the Structure. GRANTOR hereby waives any additional claim for such damages to the value of the remainder, if any. This waiver shall not apply to compensation for any physical damages to GRANTOR's remaining property, if any, caused by STATE.

In WITNESS WHEREOF, GRANTOR has caused its corporate name to be hereunder subscribed and its corporate seal to be affixed hereto, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

**UNION PACIFIC RAILROAD COMPANY**  
A Delaware Corporation

By \_\_\_\_\_  
**BEVERLY J. KUBAT**  
Assistant Secretary

By \_\_\_\_\_  
**JAMES P. GADE**  
General Director Contracts

**ACKNOWLEDGMENT**

STATE OF NEBRASKA            )  
  ) ss  
COUNTY OF DOUGLAS        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, Paul G. Farrell, a Notary Public in and for said County and State, personally appeared James P. Gade and Beverly J. Kubat who are the General Director Contracts 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.

\_\_\_\_\_  
Paul G. Farrell  
Notary Public in and for  
the State of Nebraska

↑ (Affix Seal Here) ↑

My Commission Expires: January 29, 2014

**THIS IS TO CERTIFY, That the State of California, acting by and through the Department of Transportation (pursuant to Government Code Section 27281), hereby accepts for public purposes the real property described in the within deed and consents to the recordation thereof.**

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Director of Transportation

By: \_\_\_\_\_  
Attorney in Fact

**EXHIBIT A**

**TO EASEMENT DEED**

**LEGAL DESCRIPTION**



**EXHIBIT B**

**TO EASEMENT DEED**

**PROVISIONS OF PRIOR RIGHTS**

STATE shall be responsible to GRANTOR and to SFPP, L.P., and/or its successors and assigns as the lawful holder of Prior Rights (as defined hereinbefore) for (1) damages caused by any interference with an existing facility maintained pursuant to such Prior Rights and, (2) when conducting excavation, installation or construction activities within ten (10) feet of such an existing facility, for the reasonable cost of any reasonably necessary protection measures taken by SFPP, L.P., and/or its successors and assigns, as a result of or arising out of STATE's use of the easement granted herein (including, without limitation, inspection and monitoring of STATE's activities).

Notwithstanding anything to the contrary in the foregoing, STATE shall not be responsible to SFPP, L.P., and/or its successors and assigns relating to initially locating its facility(ies). In addition, STATE shall not be responsible to SFPP, L.P., and/or its successors and assigns for costs otherwise relating to locating or potholing the holder's facility, or for the cost of protection measures (including, without limitation, inspection and monitoring of STATE's activities), except where STATE is conducting excavation, installation or construction activities within ten (10) feet of a facility owned by SFPP, L.P., and/or its successors and assigns. SFPP, L.P., and/or its successors or assigns, shall be an express third-party beneficiary of this provision in any location where SFPP, L.P., and/or its successors or assigns, owns or operates pipeline facilities pursuant to Prior Rights that are subject to this provision and, accordingly, may enforce this provision directly against STATE.

# **Appendix E**

## **CalTrans Encroachment Permit**

*V.041113*

*Project No. A6-0241*

STATE OF CALIFORNIA · DEPARTMENT OF TRANSPORTATION  
**ENCROACHMENT PERMIT**  
 TR-0120 (REV. 8/2012)

Permit No.		08-13-N-SN-0446	
Dist/Co/Rte/PM		08-RIV-86S PM R16.3	
Date		06/26/2013	
Fee Paid	Deposit	\$ EXEMPT	\$ EXEMPT
Performance Bond Amount (1)	Payment Bond Amount (2)	\$ 0.00	\$ 0.00
Bond Company			
Bond Number (1)		Bond Number (2)	

In compliance with:

- Your application of June 13, 2013
- Utility Notice No. \_\_\_\_\_ of \_\_\_\_\_
- Agreement No. \_\_\_\_\_ of \_\_\_\_\_
- RW Contract No. \_\_\_\_\_ of \_\_\_\_\_

TO: County of Riverside-Transportation Department  
 3525 14th St.  
 Riverside, CA 92502  
 Attn: Scot Staley (951) 955-2092

, PERMITTEE

and subject to the following, PERMISSION IS HEREBY GRANTED to:

Entering upon the State Right of way at SR-886 and Airport Blvd. in the City of Thermal to adjust to grade of two existing traffic pull boxes, as per plans date stamped June 13, 2013 by the District Encroachment Permit Office, and/or as directed by the Department Representative.

Notwithstanding General Provisions #4, your contractor has to apply for and obtain a duplicate permit, submit a deposit of \$ 820.00 for permit processing and inspection, and submit a traffic control plan, signed by a registered engineer for our review and approval prior to starting of work.

A pre-job meeting with the assigned Caltrans Representative, Viren Bhatt, (909) 383-6920, is required at least 7 days prior to start of any work under this permit! Failure to do so may result in permit revocation with no prejudice.

**THIS PERMIT IS NOT A PROPERTY RIGHT AND DOES NOT TRANSFER WITH THE PROPERTY TO A NEW OWNER.**

The following attachments are also included as part of this permit (Check applicable):

- Yes  No General Provisions
- Yes  No Utility Maintenance Provisions
- Yes  No Storm Water Special Provisions
- Yes  No Special Provisions
- Yes  No A Cal-OSHA permit, if required: Permit No. \_\_\_\_\_
- Yes  No As-Built Plans Submittal Route Slip for Locally Advertised Projects
- Yes  No Storm Water Pollution Prevention Plan / Water Pollution Control Plan

In addition to fee, the permittee will be billed actual costs for:

- Yes  No Review
- Yes  No Inspection
- Yes  No Field Work

(if any Caltrans effort expended)

Yes  No The information in the environmental documentation has been reviewed and considered prior to approval of this permit.

This permit is void unless the work is completed before June 26, 2014

This permit is to be strictly construed and no other work other than specifically mentioned is hereby authorized. No project work shall be commenced until all the other necessary permits and the environmental clearances have been obtained.

PERMIT ENGINEER: Fawzi Zedan  
 COPIES TO:  
 Electrical Maintenance: Juan Terrazas  
 Electrical Inspector: Viren Bhatt

APPROVED:

BY:

Basem Mualem, District Director

RICHARD GOH, P.E. District Permit Engineer





PAGE 2: ATTACHED TO AND MADE PART OF PERMIT NO. 08-13-N-SN-0446

Except for installing, maintaining and removing traffic control devices, any work encroaching within 3 feet of the edge of a travel lane for areas with a posted speed limit below 45mph, or 6 feet of the edge of a travel lane, for areas with a speed limit posted at 45mph or higher, shall require closing of that travel lane. Any work encroaching within 6 feet of the edge of the shoulder, shall require closing of that shoulder. Permittee shall notify the Department's Representative, and obtain approval of, all traffic control, lane closures or detours, at least seven (7) WORKING DAYS prior to setting up of any traffic control.

Traffic control is generally authorized between 9:00 AM and 3:00 PM only on Monday through Thursday and until 1:00 PM on Fridays, excluding holidays except specified in the Permit. Lane closure is not allowed on Saturdays, Sundays and designated holidays. The designated holidays are: January 1st, the third Monday in January, the second and third Mondays in February, March 31, the last Monday in May, July 4th, the first Monday in September, the second Monday in October, November 11th, Thanksgiving Day, the day after Thanksgiving Day, and December 25th. When a fixed holiday falls on Saturday, the preceding Friday shall be designated as holiday.

Should any deviation from these procedures or conditions be observed, all work shall be suspended until satisfactory steps have been taken to ensure compliance.

If time extension is necessary, a request for time extension and the accompanying attachments must be made a minimum of two (2) weeks prior to completion date stated on face of permit. If work has not been started before completion date, the permit will be voided. Failure to comply with rules and regulations stated on permit will jeopardize future permit privileges.

**"AS-BUILT" PLANS ARE REQUIRED UPON COMPLETION OF ALL WORK. PLEASE REFER TO THE GENERAL PROVISION TR-0045, ITEM 22 FOR THE "AS-BUILT" REQUIREMENTS. NO FINAL INSPECTION WILL BE PERFORMED UNTIL THE DEPARTMENT IS IN RECEIPT OF "AS-BUILT" PLANS.**

No vehicle or equipment shall be stored overnight within the right of way; it shall be removed immediately at the completion of the day's work. Refueling of vehicle or equipment within the right of way is strictly prohibited.

Required traffic control devices shall be installed around fixed objects to warn the motoring public for safety. Personal vehicles of the contractor shall not be parked within freeway right of way.

No materials or waste shall be stockpiled within State right of way.

Except as specifically provided herein, all requirements of the Vehicle Code and other applicable laws must be complied with in all particulars.

When traffic cones or delineators are used to delineate a temporary edge of traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane. The permittee shall not reduce the width of the existing lane to less than 10 feet without written approval from the Department's Representative.

Excavations made within the limits of the right of way shall be backfilled and resurfaced to original condition before leaving the work area unless otherwise authorized by the Department's Representative.

Permittee shall be responsible for arranging the services of a qualified traffic control contractor to provide any needed traffic control.

PAGE 3: ATTACHED TO AND MADE PART OF PERMIT NO: 08-13-N-SN-0446

The permittee shall arrange a meeting between his field representative, traffic control contractor, Department's Representative and/or CHP at least two (2) weeks prior to start of any work covered under this permit to arrange date and time of starting work and determine appropriate methods of handling traffic. At least 3 working days notice shall be given to the Caltrans representative and/or the CHP, prior to the meeting to allow time to arrange for attendance.

A copy of this permit, complete with all attachments, shall be kept by permittee/contractor working under this permit and must be shown to the Department Permit Inspector, Department's Representatives, or Law Enforcement Officer, on demand.

The permittee shall be responsible for notifying the appropriate utility companies or underground service alert prior to any excavation work.

The permittee shall notify the California Highway Patrol Area Commander at least 72 hours prior to implementing traffic control.

When the work area encroaches upon a sidewalk, walkway, or crosswalk area, special consideration must be given to pedestrian safety. Protective barricades, fencing, handrails and bridges, together with warning and guidance devices and signs must be utilized so that the passageway for pedestrians, especially blind and other physically handicapped, is safe and well defined and shown on the approved permit plan.

Pedestrian walkways and canopies within State Right of Way shall comply with the requirements of the applicable local agency or of the latest edition of the Uniform Building Code whichever contains the higher standards.

[For City or County projects with utility relocations:]

If existing public or private utilities conflict with the construction PROJECT, PERMITTEE will make necessary arrangements with the owners of such utilities for their protection, relocation, or removal. PERMITTEE shall inspect the protection, relocation, or removal of such facilities. Total costs of such protection, relocation, or removal which STATE or PERMITTEE must legally pay, will be borne by PERMITTEE. If any protection, relocation, or removal of utilities is required, including determination of liability for cost, such work shall be performed in accordance with STATE policy and procedure. PERMITTEE shall require any utility company performing relocation work in the STATE's right-of-way to obtain a State Encroachment Permit before the performance of said relocation work. Any relocated utilities shall be correctly located and identified on the as-built plans.

[For other projects with utility relocations:]

If existing public or private utilities conflict with the construction PROJECT, PERMITTEE will make necessary arrangements with the owners of such utilities for their protection, relocation, or removal. PERMITTEE shall inspect the protection, relocation, or removal of such facilities. Total costs of such protection, relocation, or removal shall be borne by PERMITTEE in compliance with the terms of the Highway Encroachment Permits, Case Law, Public Utility Regulations, and Property Rights. PERMITTEE shall require any utility company performing relocation work in the STATE's right-of-way to obtain a State Encroachment Permit before the performance of said relocation work. Any relocated utilities shall be correctly located and identified on the as-built plans.

PAGE 4: ATTACHED TO AND MADE PART OF PERMIT NO. 08-13-N-SN-0446

PERMIT NO.: 08-13-N-SN-0446

CO/RTE/PM: 08/RIV/86S/R16.3

**PRECONSTRUCTION MEETING AGREEMENT**

I, \_\_\_\_\_, acting as an authorized agent for the permittee, \_\_\_\_\_, do hereby agree to personally accomplish or have another designated person arrange for all involved company representatives to attend a pre-construction meeting with the authorized Department's Representative at \_\_\_\_\_, as specified on this permit. Such meeting must be held two (2) days or more prior to the planned start of the work on this project. The Authorized Department's Representative shall have complete authority to determine whether the permit conditions, either implied or written, have been complied with. The Department's Representative may then allow the permit work to proceed as appropriate. The Pre-construction Meeting Record below must be signed by both the Department's Representative and the permittee before the permit work may start.

I have read and understand the attached General Provisions TR-0045 and other attached provisions of this permit.

This agreement or a copy thereof, must be mailed back to the Department's District 8 Encroachment Permit Office at 464 W. 4th. Street, MS 619, San Bernardino, CA 92401-1400, within three (3) working days prior to the pre-construction meeting. Failure to return this form could delay the release of your bonds. A copy of this document shall be at the job site at all times when work is in progress and failure to do so may result in the suspension of work, as directed by the Department's Representative.

It is the permittee's responsibility to insure that the Department's Representative is notified of work completion and that the attached Completion Notice is mailed to the Department's Permit office.

Signature Date

Print or Type Name

Position or Title

PAGE 5: ATTACHED TO AND MADE PART OF PERMIT NO. 08-13-N-SN-0446

**PRECONSTRUCTION MEETING RECORD**

Department's Representative

Date

Permittee's Representative

Date

Date Work May Begin: \_\_\_\_\_

PAGE 6: ATTACHED TO AND MADE PART OF PERMIT NO. 08-13-N-SN-0446

PERMIT NO.: 08-13-N-SN-0446  
CO/RTE/PM: 08/RIV/86S/R16.3

DEPARTMENT OF TRANSPORTATION-DISTRICT 8  
ENCROACHMENT PERMITS OFFICE  
464 W. 4th. Street, MS 619  
San Bernardino, CA 92401-1400

**100% COMPLETION NOTICE**

Work on Permit No.: 08-13-N-SN-0446 has been completed. A final inspection meeting was held on

Permittee's Representative

Date

Department's Representative

Date

**FAILURE TO COMPLETE AND RETURN THIS TO THE DISTRICT PERMITS OFFICE MAY CAUSE A DELAY  
IN THE RELEASE OF YOUR BONDS.**

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

**SERVICE AUTHORITY FOR FREEWAY EMERGENCIES (SAFE)  
ACTION REQUEST FOR CALL BOXES**

TR-0167 (REV 06/2005)

Before any work affecting call boxes, please complete this form and fax or mail it at least two weeks in advance to the appropriate county SAFE!

DATE
------

For Riverside County call boxes:  
Phone Number: (951) 787-7141  
Fax Number: (951) 787-7920

**Mr. Jerry Rivera, RCTC SAFE Manager**  
4080 Lemon Street, 3rd Floor  
Riverside, CA 92502

For San Bernardino Call Boxes:  
Phone Number: (909) 384-8276, ext. 140  
Fax Number: (909) 388-2002

**Kelly Lynn, San Bernardino SAFE Manager**  
1170 W. 3rd Street, 2nd Floor  
San Bernardino, CA 92410-1715

FROM (Contact Name and Organization)

Permittee\*     Construction     Maintenance     Right of Way Utilities     Caltrans

\*SAFE may charge Permittee for cost of

ADDRESS

CITY		STATE	ZIP
BUSINESS PHONE (Include Area Code) ( )	FAX PHONE (Include Area Code) ( )	NUMBER OF PAGES INCLUDING THIS COVER PAGE	

**ACTION NEEDED: IF THERE IS A CALL BOX PAIR, BOTH BOXES MAY BE AFFECTED! CALL BOX NUMBERS MUST BE INCLUDED** (The number is shown on the call box sign, for example SBD-010-93 for a box on WB (because last number is odd), Route 10 at Post Mile 9, first Quarter Mile.)

Call Box Number(s):

Temporary removal from service: **Bagging ONLY** - needed by  
(if K-Rail will block access or the shoulder will be too narrow during construction only)

Temporary removal of box and pole **ONLY** - needed by  
(if K-Rail will block access or the shoulder will be too narrow during construction only)

Removal of box, pole, pad, auger, and any retaining walls needed by

Relocation - **needed by**  
(if MBGR, etc., will permanently affect/block access)

Place call boxes back in service.

STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION  
ENCROACHMENT PERMIT GENERAL PROVISIONS  
TR-0045 (REV. 05/2007)

1. **AUTHORITY:** The Department's authority to issue encroachment permits is provided under, Div. 1, Chpt. 3, Art. 1, Sect. 660 to 734 of the Streets and Highways Code.
2. **REVOCATION:** Encroachment permits are revocable on five days notice unless otherwise stated on the permit and except as provided by law for public corporations, franchise holders, and utilities. These General Provisions and the Encroachment Permit Utility Provisions are subject to modification or abrogation at any time. Permittees' joint use agreements, franchise rights, reserved rights or any other agreements for operating purposes in State highway right of way are exceptions to this revocation.
3. **DENIAL FOR NONPAYMENT OF FEES:** Failure to pay permit fees when due can result in rejection of future applications and denial of permits.
4. **ASSIGNMENT:** No party other than the permittee or permittee's authorized agent is allowed to work under this permit.
5. **ACCEPTANCE OF PROVISIONS:** Permittee understands and agrees to accept these General Provisions and all attachments, to this permit, for any work to be performed under this permit.
6. **BEGINNING OF WORK:** When traffic is not impacted (see Number 35), the permittee shall notify the Department's representative, two (2) days before the intent to start permitted work. Permittee shall notify the Department's Representative if the work is to be interrupted for a period of five (5) days or more, unless otherwise agreed upon. All work shall be performed on weekdays during regular work hours, excluding holidays, unless otherwise specified in this permit.
7. **STANDARDS OF CONSTRUCTION:** All work performed within highway right of way shall conform to recognized construction standards and current Department Standard Specifications, Department Standard Plans High and Low Risk Facility Specifications, and Utility Special Provisions. Where reference is made to "Contractor and Engineer," these are amended to be read as "Permittee and Department representative."
8. **PLAN CHANGES:** Changes to plans, specifications, and permit provisions are not allowed without prior approval from the State representative.
9. **INSPECTION AND APPROVAL:** All work is subject to monitoring and inspection. Upon completion of work, permittee shall request a final inspection for acceptance and approval by the Department. The local agency permittee shall not give final construction approval to its contractor until final acceptance and approval by the Department is obtained.
10. **PERMIT AT WORKSITE:** Permittee shall keep the permit package or a copy thereof, at the work site and show it upon request to any Department representative or law enforcement officer. If the permit package is not kept and made available at the work site, the work shall be suspended.
11. **CONFLICTING ENCROACHMENTS:** Permittee shall yield start of work to ongoing, prior authorized, work adjacent to or within the limits of the project site. When existing encroachments conflict with new work, the permittee shall bear all cost for rearrangements, (e.g., relocation, alteration, removal, etc.).
12. **PERMITS FROM OTHER AGENCIES:** This permit is invalidated if the permittee has not obtained all permits necessary and required by law, from the Public Utilities Commission of the State of California (PUC), California Occupational Safety and Health Administration (Cal-OSHA), or any other public agency having jurisdiction.
13. **PEDESTRIAN AND BICYCLIST SAFETY:** A safe minimum passageway of 4' shall be maintained through the work area at existing pedestrian or bicycle facilities. At no time shall pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where safe alternate passageways cannot be provided, appropriate signs and barricades shall be installed at the limits of construction and in advance of the limits of construction at the nearest crosswalk or intersection to detour pedestrians to facilities across the street. Attention is directed to Section 7-1.09 Public Safety of the Department Standard Specifications.
14. **PUBLIC TRAFFIC CONTROL:** As required by law, the permittee shall provide traffic control protection warning signs, lights, safety devices, etc., and take all other measures necessary for traveling public's safety. While providing traffic control, the needs and control of all road users [motorists, bicyclists and pedestrians, including persons with disabilities in accordance with the Americans with Disabilities Act of 1990 (ADA)] shall be an essential part of the work activity.  
  
Day and night time lane closures shall comply with the California Manual on Uniform Traffic Control Devices (Part 6, Temporary Traffic Control), Standard Plans, and Standard Specifications for traffic control systems. These General Provisions are not intended to impose upon the permittee, by third parties, any duty or standard of care, greater than or different from, as required by law.
15. **MINIMUM INTERFERENCE WITH TRAFFIC:** Permittee shall plan and conduct work so as to create the least possible inconvenience to the traveling public; traffic shall not be unreasonably delayed. On conventional highways, permittee shall place properly attired flagger(s) to stop or warn the traveling public in compliance with the California Manual on Uniform Traffic Control Devices (Chapter 6E, Flagger Control).
16. **STORAGE OF EQUIPMENT AND MATERIALS:** The storage of equipment or materials is not allowed within State highway right-of-way, unless specified within the Special Provisions of this specific encroachment permit. If Encroachment Permit Special Provisions allow for the storage of equipment or materials within the State right of way, the equipment and material storage shall comply with Standard Specifications, Standard Plans, Special Provisions, and the Highway Design Manual. The clear recovery zone widths must be followed and are the minimum desirable for the type of facility indicated below: freeways and expressways - 30', conventional highways (no curbs) - 20', conventional highways (with curbs) - 1.5'. If a fixed object cannot be eliminated, moved outside the clear recovery zone or modified to be made yielding, it should be shielded by a guardrail or a crash cushion.
17. **CARE OF DRAINAGE:** Permittee shall provide alternate drainage for any work interfering with an existing drainage facility in compliance with the Standard Specifications, Standard Plans and/or as directed by the Department's representative.
18. **RESTORATION AND REPAIRS IN RIGHT OF WAY:** Permittee is responsible for restoration and repair of State highway right of way resulting from permitted work (State Streets and Highways Code, Sections 670 et. seq.).

19. **RIGHT OF WAY CLEAN UP:** Upon completion of work, permittee shall remove and dispose of all scraps, brush, timber, materials, etc. off the right of way. The aesthetics of the highway shall be as it was before work started.
20. **COST OF WORK:** Unless stated in the permit, or a separate written agreement, the permittee shall bear all costs incurred for work within the State right of way and waives all claims for indemnification or contribution from the State.
21. **ACTUAL COST BILLING:** When specified in the permit, the Department will bill the permittee actual costs at the currently set hourly rate for encroachment permits.
22. **AS-BUILT PLANS:** When required, permittee shall submit one (1) set of folded as-built plans within thirty (30) days after completion and approval of work in compliance with requirements listed as follows:
1. Upon completion of the work provided herein, the permittee shall send one vellum or paper set of As-Built plans, to the State representative. Mylar or paper sepia plans are not acceptable.
  2. All changes in the work will be shown on the plans, as issued with the permit, including changes approved by Encroachment Permit Rider.
  3. The plans are to be stamped or otherwise noted AS-BUILT by the permittee's representative who was responsible for overseeing the work. Any original plan that was approved with a State stamp, or Caltrans representative signature, shall be used for producing the As-Built plans.
  4. If As-Built plans include signing or striping, the dates of signing or striping removal, relocation, or installation shall be shown on the plans when required as a condition of the permit. When the construction plans show signing and striping for staged construction on separate sheets, the sheet for each stage shall show the removal, relocation or installation dates of the appropriate staged striping and signing.
  5. As-Built plans shall contain the Permit Number, County, Route, and Post Mile on each sheet.
  6. Disclaimer statement of any kind that differ from the obligations and protections provided by Sections 6735 through 6735.6 of the California Business and Professions Code, shall not be included on the As-Built plans. Such statements constitute non-compliance with Encroachment Permit requirements, and may result in the Department of Transportation retaining Performance Bonds or deposits until proper plans are submitted. Failure to comply may also result in denial of future permits, or a provision requiring a public agency to supply additional bonding.
23. **PERMITS FOR RECORD PURPOSES ONLY:** When work in the right of way is within an area under a Joint Use Agreement (JUA) or a Consent to Common Use Agreement (CCUA), a fee exempt permit is issued to the permittee for the purpose of providing a notice and record of work. The Permittee's prior rights shall be preserved without the intention of creating new or different rights or obligations. "Notice and Record Purposes Only" shall be stamped across the face of the permit.
24. **BONDING:** The permittee shall file bond(s), in advance, in the amount set by the Department. Failure to maintain bond(s) in full force and effect will result in the Department stopping of all work and revoking permit(s). Bonds are not required of public corporations or privately owned utilities, unless permittee failed to comply with the provision and conditions under a prior permit. The surety company is responsible for any latent defects as provided in California Code of Civil Procedures, Section 337.15. Local agency permittee shall comply with requirements established as follows: In recognition that project construction work done on State property will not be directly funded and paid by State, for the purpose of protecting stop notice claimants and the interests of State relative to successful project completion, the local agency permittee agrees to require the construction contractor furnish both a payment and performance bond in the local agency's name with both bonds complying with the requirements set forth in Section 3-1.02 of State's current Standard Specifications before performing any project construction work. The local agency permittee shall defend, indemnify, and hold harmless the State, its officers and employees from all project construction related claims by contractors and all stop notice or mechanic's lien claimants. The local agency also agrees to remedy, in a timely manner and to State's satisfaction, any latent defects occurring as a result of the project construction work.
25. **FUTURE MOVING OF INSTALLATIONS:** Permittee understands and agrees to relocate a permitted installation upon notice by the Department. Unless under prior property right or agreement, the permittee shall comply with said notice at his sole expense.
26. **ARCHAEOLOGICAL/HISTORICAL:** If any archaeological or historical resources are revealed in the work vicinity, the permittee shall immediately stop work, notify the Department's representative, retain a qualified archaeologist who shall evaluate the site, and make recommendations to the Department representative regarding the continuance of work.
27. **PREVAILING WAGES:** Work performed by or under a permit may require permittee's contractors and subcontractors to pay appropriate prevailing wages as set by the Department of Industrial Relations. Inquiries or requests for interpretations relative to enforcement of prevailing wage requirements are directed to State of California Department of Industrial Relations, 525 Golden Gate Avenue, San Francisco, California 94102.
28. **RESPONSIBILITY FOR DAMAGE:** The State of California and all officers and employees thereof, including but not limited to the Director of Transportation and the Deputy Director, shall not be answerable or accountable in any manner for injury to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee, or for damage to property from any cause. The permittee shall be responsible for any liability imposed by law and for injuries to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee, or for damage to property arising out of work, or other activity permitted and done by the permittee under a permit, or arising out of the failure on the permittee's part to perform his obligations under any permit in respect to maintenance or any other obligations, or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or other activity or at any subsequent time, work or other activity is being performed under the obligations provided by and contemplated by the permit.
- The permittee shall indemnify and save harmless the State of California, all officers, employees, and State's contractors, thereof, including but not limited to the Director of Transportation and the Deputy Director, from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee and the public, or damage to property resulting from the performance of work or other activity under the permit, or arising out of the failure on the permittee's part to perform his obligations under any permit in respect to maintenance or any other obligations, or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or other activity or at any subsequent time, work or other activity is being performed under the obligations provided by and contemplated by the permit, except as otherwise provided by statute.



The duty of the permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code. The permittee waives any and all rights to any type of expressed or implied indemnity against the State, its officers, employees, and State contractors. It is the intent of the parties that the permittee will indemnify and hold harmless the State, its officers, employees, and State's contractors, from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of the State, the permittee, persons employed by the permittee, or acting on behalf of the permittee.

For the purpose of this section, "State's contractors" shall include contractors and their subcontractors under contract to the State of California performing work within the limits of this permit.

29. **NO PRECEDENT ESTABLISHED:** This permit is issued with the understanding that it does not establish a precedent.
30. **FEDERAL CIVIL RIGHTS REQUIREMENTS FOR PUBLIC ACCOMMODATION:**
- A. The permittee, for himself, his personal representative, successors in interest, and assigns as part of the consideration hereof, does hereby covenant and agree that:
1. No person on the grounds of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
  2. That in connection with the construction of any improvements on said lands and the furnishings of services thereon, no discrimination shall be practiced in the selection and retention of first-tier subcontractors in the selection of second-tier subcontractors.
  3. That such discrimination shall not be practiced against the public in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation), and operation on, over, or under the space of the right of way.
  4. That the permittee shall use the premises in compliance with all other requirements imposed pursuant to Title 15, Code of Federal Regulations, Commerce and Foreign Trade, Subtitle A, Office of the Secretary of Commerce, Part 8 (15 C.F.R. Part 8) and as said Regulations may be amended.
  5. That in the event of breach of any of the above nondiscrimination covenants, the State shall have the right to terminate the permit and to re-enter and repossess said land and the land and the facilities thereon, and hold the same as if said permit had never been made or issued.
31. **MAINTENANCE OF HIGHWAYS:** The permittee agrees, by acceptance of a permit, to properly maintain any encroachment. This assurance requires the permittee to provide inspection and repair any damage, at permittee's expense, to State facilities resulting from the encroachment.
32. **SPECIAL EVENTS:** In accordance with subdivision (a) of Streets and Highways Code Section 682.5, the Department of Transportation shall not be responsible for the conduct or operation of the permitted activity, and the applicant agrees to defend, indemnify, and hold harmless the State and the city or county against any and all claims arising out of any activity for which the permit is issued.

The permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act of 1990 in the conduct of the event, and further agrees to indemnify and save harmless the State of California, all officers and employees thereof, including but not limited to the Director of Transportation, from any claims or liability arising out of or by virtue of said Act.

33. **PRIVATE USE OF RIGHT OF WAY:** Highway right of way shall not be used for private purposes without compensation to the State.

The gifting of public property use and therefore public funds is prohibited under the California Constitution, Article 16.

34. **FIELD WORK REIMBURSEMENT:** Permittee shall reimburse State for field work performed on permittee's behalf to correct or remedy hazards or damaged facilities, or clear debris not attended to by the permittee.
35. **NOTIFICATION OF DEPARTMENT AND TMC:** The permittee shall notify the Department's representative and the Transportation Management Center (TMC) at least 7 days before initiating a lane closure or conducting an activity that may cause a traffic impact. A confirmation notification should occur 3 days before closure or other potential traffic impacts. In emergency situations when the corrective work or the emergency itself may affect traffic, TMC and the Department's representative shall be notified as soon as possible.
36. **SUSPENSION OF TRAFFIC CONTROL OPERATION:** The permittee, upon notification by the Department's representative, shall immediately suspend all lane closure operations and any operation that impedes the flow of traffic. All costs associated with this suspension shall be borne by the permittee.
37. **UNDERGROUND SERVICE ALERT (USA) NOTIFICATION:** Any excavation requires compliance with the provisions of Government Code Section 4216 et. seq., including, but not limited to notice to a regional notification center, such as Underground Service Alert (USA). The permittee shall provide notification at least 48 hours before performing any excavation work within the right of way.

2010 REVISED STANDARD PLAN RSP T9

DIST.	COUNTY	ROUTE	TOTAL LENGTH	PROJECT TOTAL LENGTH

APPROVED: *[Signature]*  
REGISTERED CIVIL ENGINEER

APRIL 19, 2013  
PLANS APPROVAL DATE

FOR THESE PLANS TO BE USED IN THE STATE OF CALIFORNIA, THE ENGINEER MUST BE LICENSED IN THE STATE OF CALIFORNIA AND BE A MEMBER OF THE PROFESSION OF CIVIL ENGINEERS.

TO ACCOMPANY PLANS DATED \_\_\_\_\_

TABLE 3

ROAD TYPE	DISTANCE BETWEEN SIGNS *		
	A	B	C
	ft	ft	ft
URBAN - 25 mph OR LESS	100	100	100
URBAN - MORE THAN 25 MPH TO 40 MPH	250	250	250
URBAN - MORE THAN 40 MPH	350	350	350
RURAL	500	500	500
EXPRESSWAY / FREEWAY	1000	1500	2840

\* - The distances are approximates, are intended for guidance purposes only, and should be applied with engineering judgment. These distances should be adjusted by the Engineer for field conditions, if necessary, by increasing or decreasing the recommended distances.

TABLE 2

SPEED *	Min D **	DOWNGRADE WITH D ***		
		-3%	-6%	-9%
20	115	116	120	126
25	155	156	165	173
30	200	205	215	227
35	250	257	271	287
40	305	315	333	354
45	360	378	400	427
50	425	446	474	507
55	495	520	553	593
60	570	598	638	688
65	645	682	728	785
70	730	771	825	891

\* - Speed is posted speed limit, off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph

\*\* - Longitudinal buffer space or flagger station spacing and longer than 1 mile.

TABLE 1

SPEED (S)	TAPER LENGTH CRITERIA AND CHANNELIZING DEVICE SPACING				MAXIMUM CHANNELIZING DEVICE SPACING			
	FOR WIDTH OF OFFSET 12 FEET (W)							
	TANGENT	MERGING	SHITTING	SHOULDER	X	Y	Z	RR
20	160	80	40	37	20	40	10	10
25	280	125	63	42	25	50	12	12
30	360	180	90	50	30	60	15	15
35	480	245	122	62	35	70	17	17
40	640	320	160	70	40	80	20	20
45	1080	540	270	107	45	90	22	22
50	1200	600	300	120	50	100	25	25
55	1320	660	330	132	55	110	27	27
60	1440	720	360	144	60	120	30	30
65	1560	780	390	156	65	130	32	32
70	1680	840	420	168	70	140	35	35

\* - For other offsets, use the following merging taper length formula for L:  
For speed of 40 mph or less,  $L = W^2/60$   
For speed of 45 mph or more,  $L = W^2/85$

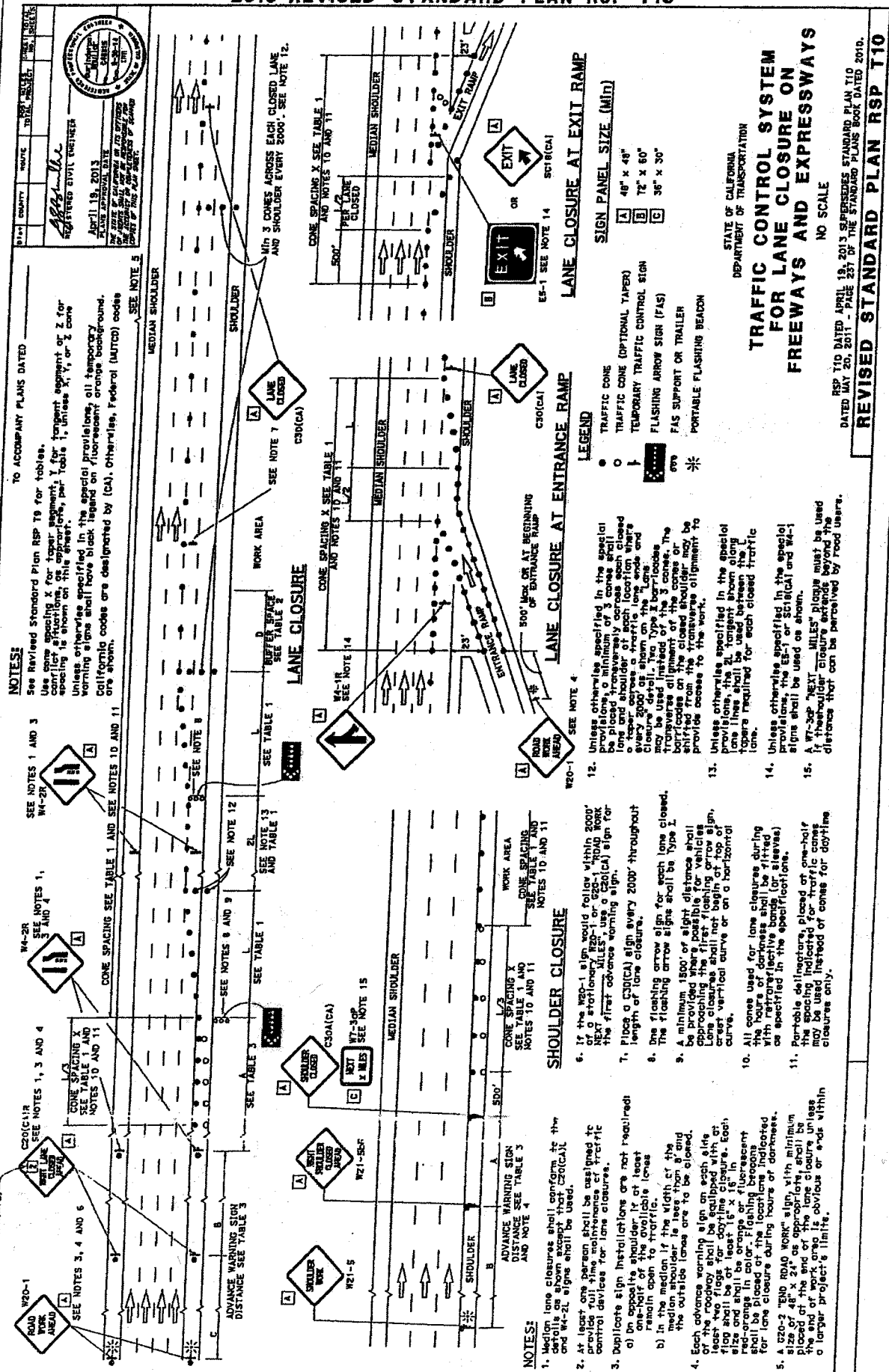
Where: L = Taper length in feet  
W = Width of offset in feet  
S = Posted speed limit, off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph

\*\* - Use for taper and tangent sections where there are no pavement markings or where there is a conflict between existing pavement markings and channelizers (CA).

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
**TRAFFIC CONTROL SYSTEM  
FOR LANE CLOSURE ON  
FREEWAYS AND EXPRESSWAYS**  
NO SCALE

RSP T9 DATED APRIL 19, 2013 SUPPLEMENTS THE STANDARD PLANS BOOK DATED 2010.  
**REVISED STANDARD PLAN RSP T9**

2010 REVISED STANDARD PLAN RSP T10



**NOTES:**  
 See Revised Standard Plan RSP T9 for Tables.  
 Use cone spacing X for taper segment, Y for tapered segment or Z for spacing in advance of taper segment, as appropriate, per Table 1, unless A, Y, or Z cone warning signs are specified in the special provisions, all temporary work signs shall have black legend on fluorescent orange background. California codes are designated by (CA). Otherwise, Federal (FHWA) codes are shown.  
 TO ACCOMPANY PLANS DATED \_\_\_\_\_  
 COUNTY \_\_\_\_\_  
 DATE \_\_\_\_\_  
 REGISTERED CIVIL ENGINEER \_\_\_\_\_

**NOTES:**  
 1. Median lane closures shall conform to the details on sheet RSP T09.01.  
 2. At least one person shall be assigned to provide full time operation of traffic control devices for lane closures.  
 3. Duplicate sign installations are not required  
 a) on one-way shoulder or at least remain open to traffic lanes  
 b) in the median if the width of the shoulder is less than 6' and the outside lanes are to be closed.  
 4. Each advance warning sign on each side of the roadway shall be square, with a size and shape for daytime closure. Each sign shall be at least 16" x 16" in size and shall be reflective or fluorescent red-orange in color. Beacons shall be placed at the location of the lane closure during hours of darkness.  
 5. A W20-2 "END ROAD WORK" sign with minimum size of 48" x 24" as appropriate shall be placed at the end of the lane closure. A larger project's limits, if applicable, shall be placed at the beginning of the lane closure.  
 6. If the W20-1 sign would reflect within 200' of a stationary W20-1 sign, use of a W20-1 sign for the first advance warning sign for length of lane closure.  
 7. Place a C30(CA) sign every 200' throughout length of lane closure.  
 8. The flashing arrow sign for each lane closed.  
 9. A minimum 1500' or eight times the length of the lane closure shall be provided where possible for vehicles approaching the lane closure. Lane closure shall be flashing arrow sign, crest vertical curve or on a horizontal curve.  
 10. All cones used for lane closures during the hours of darkness shall be fitted with retroreflective bands (beavertails) as specified in the specifications.  
 11. Portable delineators, placed at one-half the spacing indicated on traffic cones may be used instead of cones for daytime closures only.

**LANE CLOSURE**  
 SEE TABLE 1  
 SEE NOTE 12  
 SEE NOTE 13  
 SEE TABLE 1  
 SEE NOTE 14  
 SEE NOTE 15  
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**SHOULDER CLOSURE**  
 SEE TABLE 1  
 SEE NOTE 12  
 SEE NOTE 13  
 SEE TABLE 1  
 SEE NOTE 14  
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**LANE CLOSURE AT ENTRANCE RAMP**  
 SEE TABLE 1  
 SEE NOTE 12  
 SEE NOTE 13  
 SEE TABLE 1  
 SEE NOTE 14  
 SEE NOTE 15  
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 SEE NOTE 18  
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**LANE CLOSURE AT EXIT RAMP**  
 SEE TABLE 1  
 SEE NOTE 12  
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 SEE NOTE 14  
 SEE NOTE 15  
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**LEGEND**  
 ● TRAFFIC CONE  
 ○ TRAFFIC CONE (OPTIONAL TAPER)  
 □ TEMPORARY TRAFFIC CONTROL SIGN  
 □ FLASHING ARROW SIGN (FAS)  
 ○ FAS SUPPORT OR TRAILER  
 \* PORTABLE FLASHING BEACON

**NOTES:**  
 1. Sign panel size (Min)  
 A 48" x 48"  
 B 72" x 60"  
 C 36" x 30"  
 2. Unless otherwise specified in the special provisions, a minimum 1500' or eight times the length of the lane closure shall be provided where possible for vehicles approaching the lane closure. Lane closure shall be flashing arrow sign, crest vertical curve or on a horizontal curve.  
 3. All cones used for lane closures during the hours of darkness shall be fitted with retroreflective bands (beavertails) as specified in the specifications.  
 4. Each advance warning sign on each side of the roadway shall be square, with a size and shape for daytime closure. Each sign shall be at least 16" x 16" in size and shall be reflective or fluorescent red-orange in color. Beacons shall be placed at the location of the lane closure during hours of darkness.  
 5. A W20-2 "END ROAD WORK" sign with minimum size of 48" x 24" as appropriate shall be placed at the end of the lane closure. A larger project's limits, if applicable, shall be placed at the beginning of the lane closure.  
 6. If the W20-1 sign would reflect within 200' of a stationary W20-1 sign, use of a W20-1 sign for the first advance warning sign for length of lane closure.  
 7. Place a C30(CA) sign every 200' throughout length of lane closure.  
 8. The flashing arrow sign for each lane closed.  
 9. A minimum 1500' or eight times the length of the lane closure shall be provided where possible for vehicles approaching the lane closure. Lane closure shall be flashing arrow sign, crest vertical curve or on a horizontal curve.  
 10. All cones used for lane closures during the hours of darkness shall be fitted with retroreflective bands (beavertails) as specified in the specifications.  
 11. Portable delineators, placed at one-half the spacing indicated on traffic cones may be used instead of cones for daytime closures only.

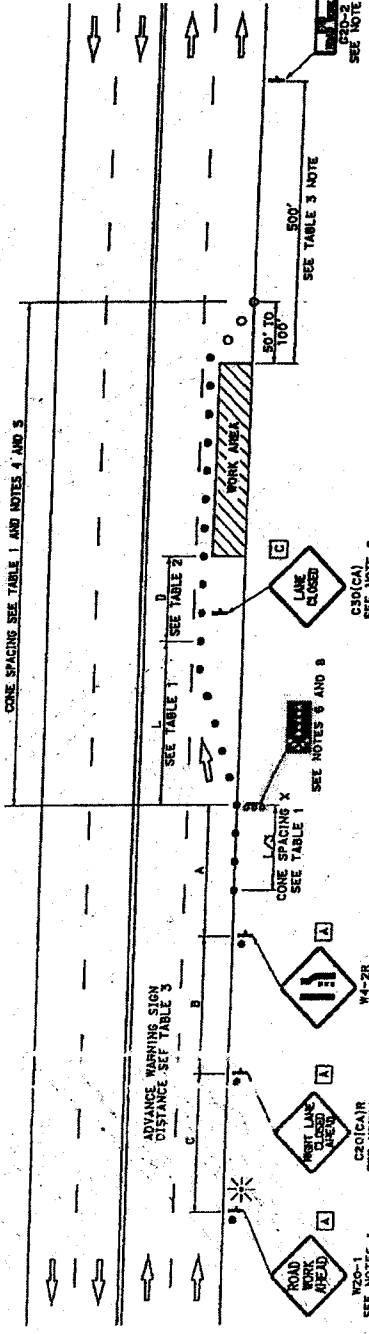
**TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE ON FREEWAYS AND EXPRESSWAYS**  
 NO SCALE  
 STATE OF CALIFORNIA  
 DEPARTMENT OF TRANSPORTATION  
 RSP T10 DATED APRIL 19, 2013 SUPERSEDES STANDARD PLAN T10 DATED MAY 20, 2011 - PAGE 237 OF THE STANDARD PLANS BOOK DATED 2010.  
 REVISED STANDARD PLAN RSP T10

**NOTES:**  
 1. Sign panel size (Min)  
 A 48" x 48"  
 B 72" x 60"  
 C 36" x 30"  
 2. Unless otherwise specified in the special provisions, a minimum 1500' or eight times the length of the lane closure shall be provided where possible for vehicles approaching the lane closure. Lane closure shall be flashing arrow sign, crest vertical curve or on a horizontal curve.  
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 10. All cones used for lane closures during the hours of darkness shall be fitted with retroreflective bands (beavertails) as specified in the specifications.  
 11. Portable delineators, placed at one-half the spacing indicated on traffic cones may be used instead of cones for daytime closures only.

2010 REVISED STANDARD PLAN RSP T11

014 COUNTY ROUTE STATE HIGHWAY  
 REGISTERED CIVIL ENGINEER  
 APRIL 19, 2013  
 PLAN NUMBER  
 THE STATE OF CALIFORNIA  
 DEPARTMENT OF TRANSPORTATION  
 DIVISION OF HIGHWAYS  
 DIVISION OF TRAFFIC CONTROL

TO ACCOMPANY PLANS DATED



TYPICAL LANE CLOSURE

**NOTES:**  
 See Revised Standard Plan RSP T9 for tables.  
 Use cone spacing X for taper segments, Y for tangent segment or Z for conflict situations, as appropriate, per Table 1, unless X, Y, or Z cone spacing is shown on this sheet.  
 Unless otherwise specified in the special provisions, all temporary warning signs shall have black legends on fluorescent orange background. California codes are designated by (CA). Otherwise, Federal (FHWA) codes are shown.

- LEGEND:**
- TRAFFIC CONE
  - TRAFFIC CONE (OPTIONAL TAPER)
  - † TEMPORARY TRAFFIC CONTROL SIGN
  - ☁ FLASHING ARROW SIGN (FAS)
  - ☁ FAS SUPPORT OR TRAILER
  - ☁ PORTABLE FLASHING BEACON
- SIGN PANEL SIZE (Min)**
- A 48" x 48"
  - B 36" x 18"
  - C 30" x 30"

STATE OF CALIFORNIA  
 DEPARTMENT OF TRANSPORTATION  
**TRAFFIC CONTROL SYSTEM  
 FOR LANE CLOSURE ON  
 MULTILANE CONVENTIONAL  
 HIGHWAYS**  
 NO SCALE  
 RSP T11 DATED APRIL 19, 2013 SUPERSEDES STANDARD PLAN T11  
 DATED MAY 26, 2011 - PAGE 239 OF THE STANDARD PLUS BOOK DATED 2010.  
**REVISED STANDARD PLAN RSP T11**

- NOTES:**
1. Each advance warning sign shall be equipped with at least two flags for daytime closure. Each flag shall be at least 16" x 16" in size and shall be fluorescent orange with reflective red-orange flashing beacons. The location of the beacons shall be indicated for lane closure along both sides of the roadway.
  2. A W20-2 "ROAD WORK AHEAD" sign, as appropriate, shall be placed at the end of work zone. The lane closure shall be placed within a larger project's limits.
  3. If the W20-1 sign would follow within 2000' of a stationary W20-1 sign, the W20-1 sign for the first advance warning sign.
  4. All cones used for lane closures during the hours of darkness shall be equipped with retroreflective bands (or sleeves) as specified in the specifications. Portable delineators, placed at one-half the spacing indicated for traffic cones, may be used instead of cones for daytime closure only.
  5. Flashing arrow sign shall be either Type I or Type II. For approach speeds over 50 mph, use the Traffic Control System for Lane Closure on Expressways plan for lane closure details and requirements.
  6. A minimum 150' or eight distances shall be provided when portable traffic control devices are used. The flashing arrow sign, traffic cones shall not begin at the top of an upward curve or on a horizontal curve.
  7. Place a C30(CA) sign every 2000' throughout length of lane closure.
  8. Median lane closures shall conform to the details as shown except that C30(CA) and W20-2 signs shall be used.
  9. At least one person shall be assigned to provide full time maintenance of traffic control devices for lane closure unless otherwise directed by the Engineer.

2010 REVISED STANDARD PLAN RSP T12

COUNTY: \_\_\_\_\_ ROUTE: \_\_\_\_\_ DISTRICT: \_\_\_\_\_ SHEET: \_\_\_\_\_  
 REGISTERED CIVIL ENGINEER  
 APRIL 19, 2013  
 PLUS APPROVAL DATE  
 THE STATE OF CALIFORNIA  
 DEPARTMENT OF TRANSPORTATION  
 DIVISION OF HIGHWAYS  
 DIVISION OF TRAFFIC CONTROL

TO ACCOMPANY PLANS DATED \_\_\_\_\_

**NOTES:**  
 See Revised Standard Plan RSP T5 for tables.  
 Use cone spacing X for taper segment, Y for tangent segment or Z for spacing in stream on this sheet.  
 Unless otherwise specified in the special provisions, all temporary warning signs shall have black legend on fluorescent orange background. California codes are designated by (CA). Otherwise, Federal (MUTCD) codes are shown.

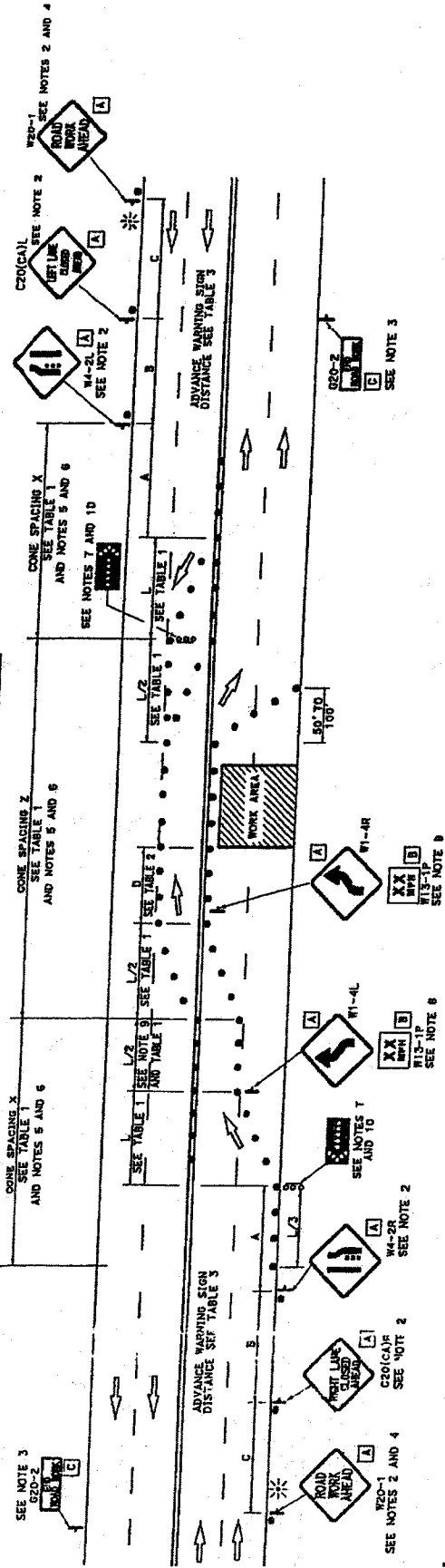
**LEGEND**

- TRAFFIC CONE
- TEMPORARY TRAFFIC CONTROL SIGN
- FLASHING ARROW SIGN (FAS)
- FAS SUPPORT OR TRAILER
- PORTABLE FLASHING BEACON

**SIGN PANEL SIZE (Min)**

A	48" x 48"
B	24" x 24"
C	36" x 18"

**TYPICAL HALF ROAD CLOSURE**



- NOTES:**
- At least one person shall be assigned to provide full time maintenance of traffic control devices during the closure. Unless otherwise directed by the Engineer.
  - Each advance warning sign in each direction shall be equipped with at least two flashing arrow signs. Each sign shall be at least 18" x 18" in size. Flashing arrows or beacons shall be placed at the locations indicated for lane closure during hours of darkness.
  - A "END ROAD WORK" sign, as appropriate, shall be placed at the end of the lane closure within a larger project's limits.
  - If the W4-2R sign would follow within 200' of a sign W20-1 or W20-1 "ROAD WORK NEXT AHEAD" sign, a C20(CA) sign for the first advance warning sign.
  - All cones used for lane closures during the hours of darkness shall be fitted with retro reflective bands (or sleeves) as specified in the specifications.
  - Portable delineators, placed at one-half the spacing indicated for traffic control, may be used instead of cones for daytime closures only.
  - Flashing arrow signs shall be either Type I or Type II.
  - Advisory speed will be determined by the Engineer. The W13-IP sign shall not be required when advisory speed is more than the posted or maximum speed limit.
  - Unless otherwise specified in the special provisions, the tangent (T/2) shall be used.
  - A minimum 1500' or eight distance shall be provided where possible for vehicles approaching the first flashing arrow sign. The distance shall not begin at the top of crest vertical curve or at a horizontal curve.

STATE OF CALIFORNIA  
 DEPARTMENT OF TRANSPORTATION  
**TRAFFIC CONTROL SYSTEM  
 FOR HALF ROAD CLOSURE ON  
 MULTILANE CONVENTIONAL  
 HIGHWAYS AND EXPRESSWAYS**  
 NO SCALE

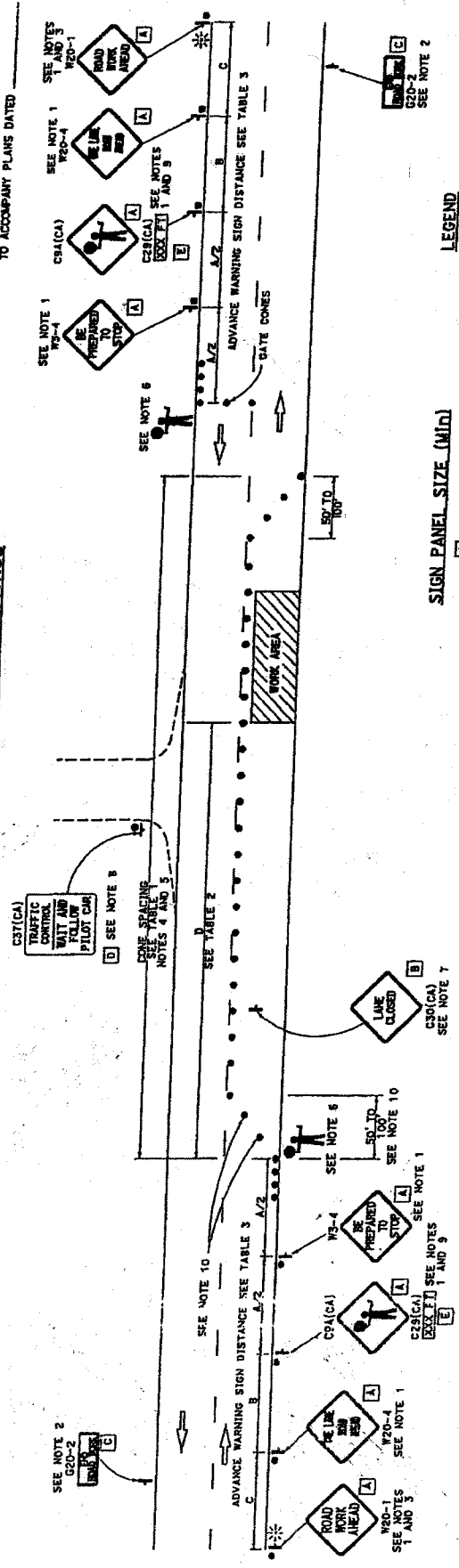
RSP T12 DATED APRIL 19, 2013 SUPERSEDES STANDARD PLAN T12  
 DATED MAY 20, 2011 - PAGE 246 OF THE STANDARD PLANS BOOK DATED 2010.  
**REVISED STANDARD PLAN RSP T12**

2010 REVISED STANDARD PLAN RSP T13

DATE	COUNTY	ROUTE	PROJECT	TOTAL SHEETS	SHEET NO.
APRIL 19, 2013					

PLANS APPROVAL DATE: APRIL 19, 2013  
 REGISTERED CIVIL ENGINEER  
 TO ACCOMPANY PLANS DATED: \_\_\_\_\_

TYPICAL LANE CLOSURE WITH REVERSIBLE CONTROL



- LEGEND**
- TRAFFIC CONE
  - TEMPORARY TRAFFIC CONTROL SIGN
  - PORTABLE FLASHING BEACON
  - FLAGGER
- SIGN PANEL SIZE (Min)**
- |   |           |
|---|-----------|
| A | 48" x 48" |
| B | 30" x 30" |
| C | 36" x 18" |
| D | 36" x 42" |
| E | 20" x 7"  |

STATE OF CALIFORNIA  
 DEPARTMENT OF TRANSPORTATION  
**TRAFFIC CONTROL SYSTEM  
 FOR LANE CLOSURE ON  
 TWO LANE CONVENTIONAL  
 HIGHWAYS**  
 NO SCALE

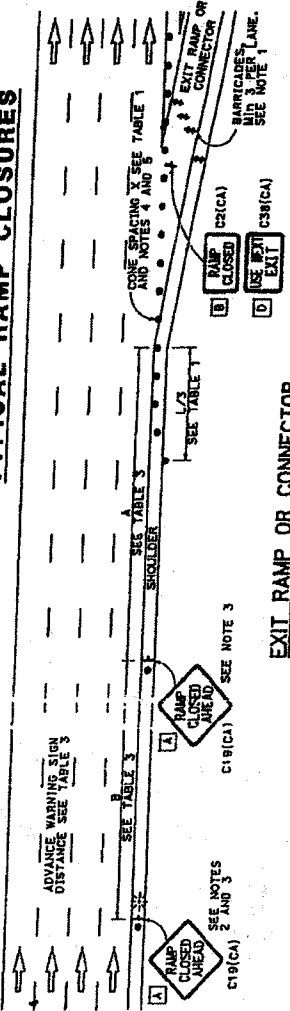
REVISED STANDARD PLAN RSP T13  
 DATED: MAY 20, 2011 - PAGE 24 OF THE STANDARD PLANS BOOK DATED 2010.

**NOTES:**  
 1. See Revised Standard Plan RSP T9 for "notes."  
 Use cone spacing X for taper segment, Y for tangent segment or Z for spacing as shown on the appropriate plan sheet.  
 Unless otherwise specified in the special provisions, all temporary warning signs shall have black legend on fluorescent orange background. California codes are designated by (CA). Otherwise, Federal (MUTCD) codes are shown.

- NOTES:**
- Each advance warning sign in each direction of travel shall be equipped with at least two flags or cones and shall be at least 16" x 18" in size. Flashing beacons shall be fluorescent red-orange in color. Indicated for lane closure during hours of darkness.
  - A G20-2 "END ROAD WORK" sign, caps up-late, shall be placed at the end of the lane closure and within a taper project's limits.
  - If the W20-1 sign would fall within 200' of a stationary sign for the first advance warning sign.
  - All cones used for lane closures during the hours of darkness shall be fitted with reflective bands (or sleeves) as specified in the specifications.
  - Portable delineators, placed at one-half the spacing indicated for traffic, may be used instead of cones for daytime closures only.
  - Additional advance flaggers may be required. Flagger should stand in a conspicuous place, be visible to approaching traffic as well as approaching vehicles or darkness, the flagger has stopped. During the hours of darkness, the flagger shall be illuminated. Illumination shall be provided and clearly visible to approaching traffic. Illumination shall be provided in diameter, place a minimum of four cones at 50' intervals in advance of flagger station as shown.
  - Place C30(CA) "LANE CLOSED" sign of 500' to 1000' intervals throughout extended work area. They are optional if the work area is visible from the flagger station.
  - When a pilot car is used, place a C37(CA) "TRAFFIC CONTROL-WAIT AND FOLLOW PILOT CAR" sign with black legend on white background at all intersections of work area. Signs shall be visible at all intersections where traffic can not be effectively controlled by traffic control sign.
  - An optional C29(CA) sign may be placed below the C30(CA) sign.
  - Either traffic cones or barricades shall be placed on the taper. Barricades shall be Type 1, 2, or 3.

2010 REVISED STANDARD PLAN RSP T14

TYPICAL RAMP CLOSURES



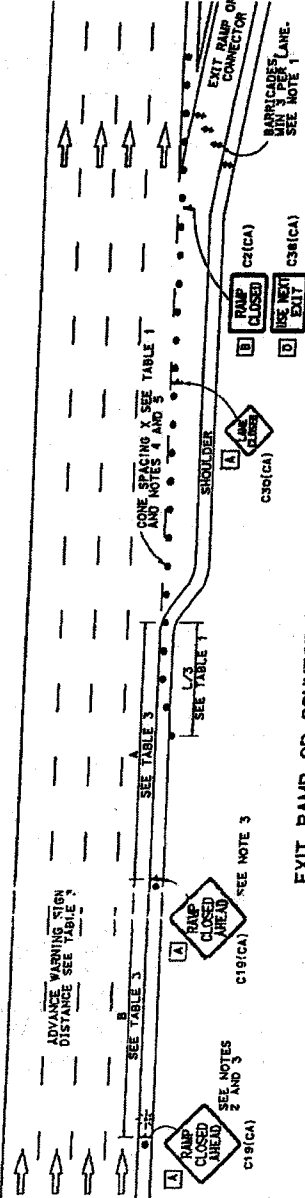
SIGN PANEL SIZE (MIN)

- A 48" x 48"
- B 48" x 36"
- C 36" x 36"
- D 48" x 36"

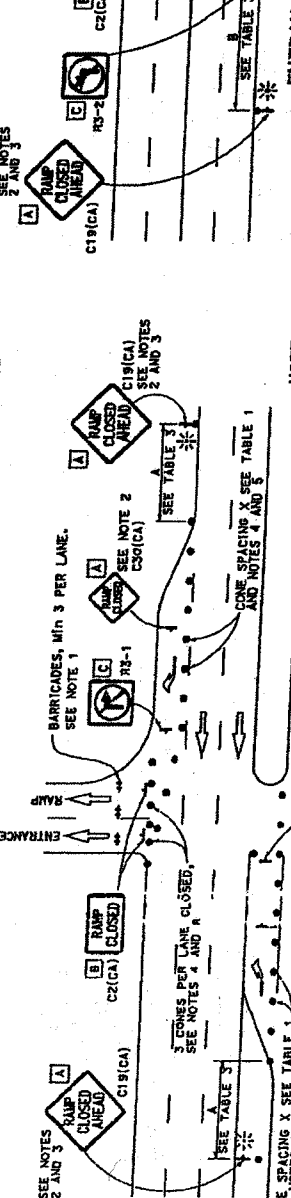
LEGEND

- TRAFFIC CONE
- ⊥ TEMPORARY TRAFFIC CONTROL SIGN
- ⊥ BARRICADES
- ⊥ PORTABLE FLASHING BEACON

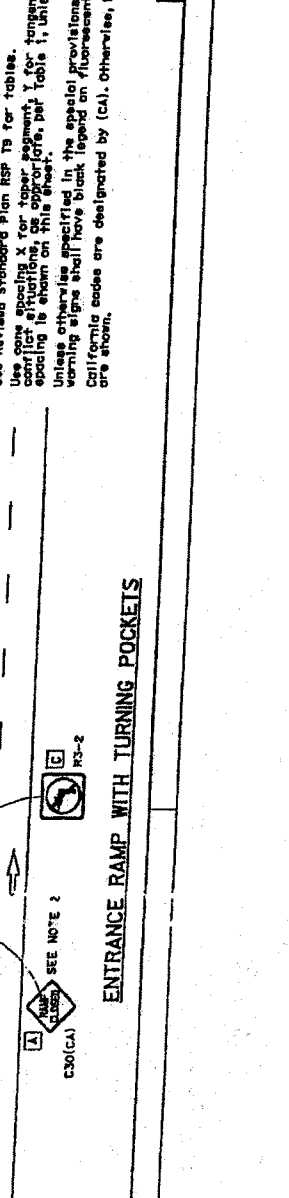
EXIT RAMP OR CONNECTOR



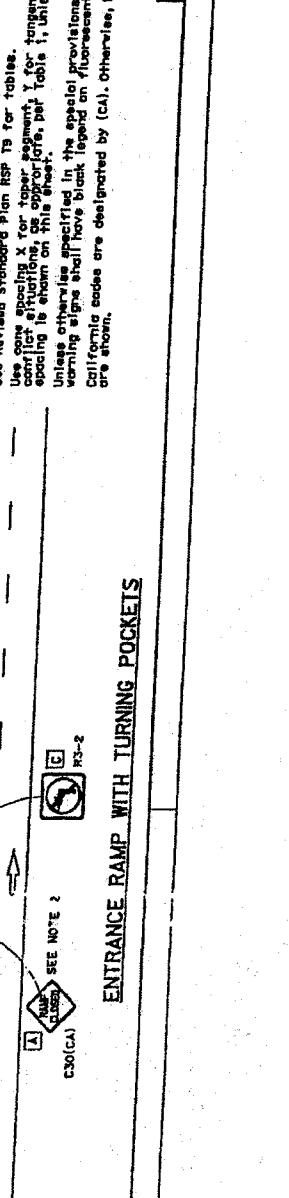
EXIT RAMP OR CONNECTOR WITH ADDITIONAL LANE



ENTRANCE RAMP WITH TURNING POCKETS



ENTRANCE RAMP WITHOUT TURNING POCKETS



STATE OF CALIFORNIA  
 REGISTERED CIVIL ENGINEER  
 APRIL 19, 2013  
 LICENSE APPROVAL DATE  
 THE STATE OF CALIFORNIA  
 DEPARTMENT OF TRANSPORTATION  
 DIVISION OF HIGHWAYS

TO ACCOMPANY PLANS DATED

NOTES:

1. Barricades shall be Type I, II, or III for closures lasting longer than one week or less and Type IV for closures lasting longer than one week.
2. In addition to placing the C19(CA) "RAMP CLOSED AHEAD" and C20(CA) "RAMP CLOSED" signs, black on orange chevron plates with the word "CLOSED" shall be mounted, as directed by the Engineer, on all guide signs that refer to the closed ramp. The minimum size on the overlay shall be the same as the guide sign.
3. Each advance C19(CA) "RAMP CLOSED AHEAD" sign shall be equipped with at least two flags for daytime closure. Each C20(CA) "RAMP CLOSED" sign shall be equipped with at least one flag during hours of darkness. The flags shall be placed on top of the sign. The flags shall be placed on top of the sign during hours of darkness.
4. All cones used for ramp closures during the hours of darkness shall be fitted with reflective bands (or sleeves) as specified in the specifications.
5. Portable delineators, placed at pre-half the spacing indicated for traffic cones, may be used instead of cones for daytime ramp closures only.
6. At least one person shall be assigned to provide full time maintenance of traffic control devices, unless otherwise directed by the Engineer.
7. The existing "EXIT" signs shall be covered during ramp closures. A minimum of 3 cones shall be placed transversely across each closed lane and shoulder.

- NOTES:
- See Revised Standard Plan RSP T9 for tables.
- Use cone spacing X for taper segments 1, for tangent segment or Z for conflict situations, as appropriate, per Table 1, unless X, Y, or Z cone spacing is shown on this sheet.
- Unless otherwise specified in the special provisions, all temporary warning signs shall have black legend on fluorescent orange background. California codes are designated by (CA). Otherwise, Federal (MUTCD) codes are shown.

TRAFFIC CONTROL SYSTEM FOR RAMP CLOSURE

NO SCALE

RSP T14 DATED APRIL 19, 2013 SUPERSEDES STANDARD PLAN T14 DATED MAY 20, 2011 - PAGE 242 OF THE STANDARD PLANS BOOK DATED 2010.

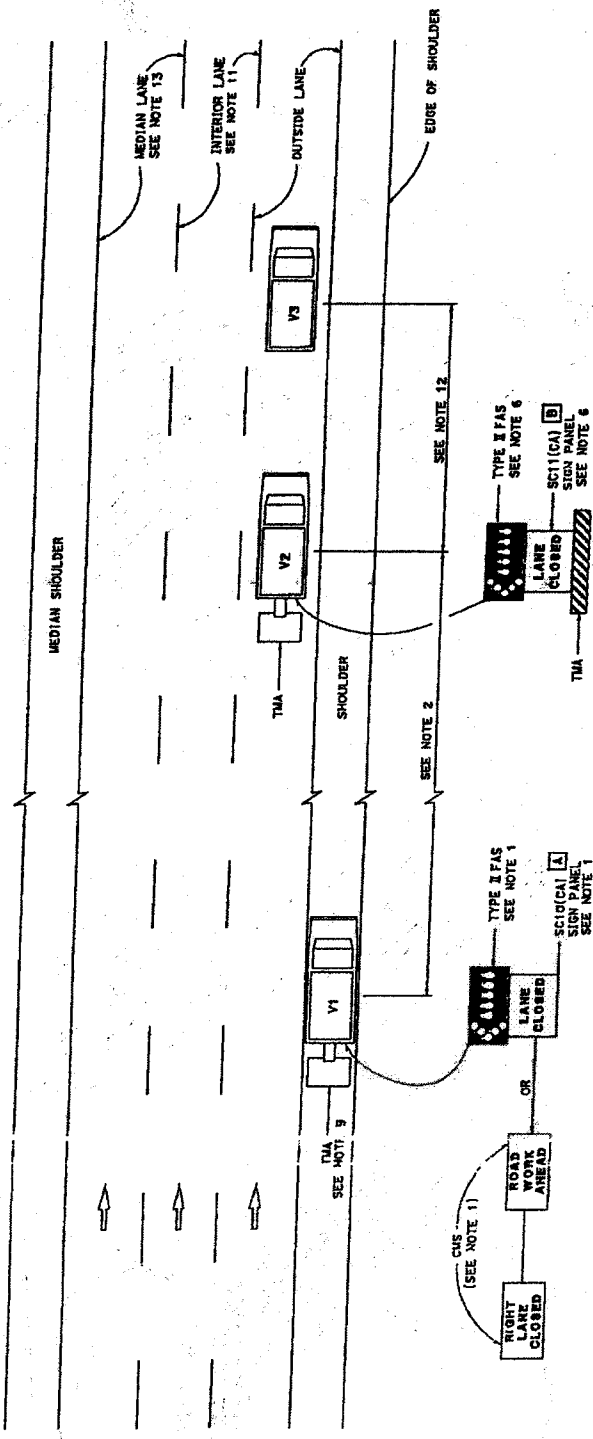
REVISED STANDARD PLAN RSP T14

2010 REVISED STANDARD PLAN RSP T15

BLANK	COUNTY	ROUTE	TOTAL SHEETS	SHEET NO.

REGISTERED CIVIL ENGINEER  
 April 19, 2013  
 PLANS APPROVAL DATE  
 THE STATE OF CALIFORNIA OFFICE OF REGISTERED PROFESSIONALS  
 THE ADDRESS OF THE REGISTERED PROFESSIONAL IS: 1000 S. STANFORD AVENUE, SUITE 100, PASADENA, CA 91105  
 THE ADDRESS OF THE REGISTERED PROFESSIONAL'S OFFICE IS: 1000 S. STANFORD AVENUE, SUITE 100, PASADENA, CA 91105

TO ACCOMPANY PLANS DATED



**SIGN PANEL SIZE (Min)**

A	66" x 36"
B	54" x 42"

**LEGEND**

- V1 SIGN VEHICLE
- V2 SHADOW VEHICLE
- V3 WORK/APPLICATION VEHICLE
- CUS CHANGEABLE MESSAGE SIGN
- TMA TRUCK-MOUNTED ATTENUATOR

**MOVING LANE CLOSURE ON MEDIAN LANE OR OUTSIDE LANE OF MULTILANE HIGHWAYS**

**NOTES:**

1. EITHER a changeable message sign or a SC10(C)1 sign panel and a Type II flashing arrow sign shall be mounted on the rear of sign vehicle V1. The changeable message sign shall be sequenced to show the "ROAD WORK AHEAD" message. For the message controlled by the "RIGHT LANE CLOSED" symbol shall be reversed with the arrow flashing arrow symbol. The changeable message sign shall show "LEFT LANE CLOSED".
2. If traffic queues develop, sign vehicle V1 should be positioned upstream from the end of queue. Sign vehicle V1 shall be positioned where highly visible when shoulders are not available.
3. A minimum sight distance of 1500' should be provided in advance of sign vehicle V1.
4. Sign vehicle V1 should remain at the beginning of horizontal or vertical curves until the other vehicles (V2 and V3) are far enough beyond the sign vehicle to assume the minimum sight distance of 1500'.
5. Vehicle-mounted sign panels shall have Type III or above retroreflective sheeting, be on white, red, or black or fluorescent cranes with 8" or 10" letters per California sign specifications.
6. Shadow vehicle V2 shall be equipped with a truck-mounted attenuator. The attenuator shall be mounted on the rear of shadow vehicle V2. For median lane closures, the flashing arrow sign symbol shall be displayed with the arrowhead on the right.
7. All vehicles used for lane closures shall be equipped with two-way radios, and the vehicle operators shall maintain communication during the work or application operation.
8. All vehicles shall be equipped with flashing or rotating amber lights.
9. If sign vehicle V1 encroaches into the traffic lane, due to a truck shoulder width, sign vehicle V1 shall be equipped with a truck-mounted attenuator. Sign vehicle V1 shall stop as close to the edge of shoulder as practicable.
10. Where workers would be on foot in the work area, a stationary type III closure (Revised Standard Plan T10, T11, etc., as applicable) shall be used instead of this plan.
11. For moving lane closure on interior lane of multilane highways, use Revised Standard Plan T16.
12. The spacing between work vehicle(s) and the shadow vehicles, and between each shadow vehicle, shall be minimized to deter road users from driving in between.
13. When the work/application vehicle V3 occupies the median lane, sign vehicle V1 should be positioned in the median shoulder and indicate left lane closed ahead.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

**TRAFFIC CONTROL SYSTEM FOR MOVING LANE CLOSURE ON MULTILANE HIGHWAYS**

NO SCALE

RSP T15 DATED APRIL 19, 2013 SUPERSEDES STANDARD PLAN T15 DATED MAY 20, 2011 - PAGE 243 OF THE STANDARD PLANS BOOK DATED 2010.

**REVISED STANDARD PLAN RSP T15**

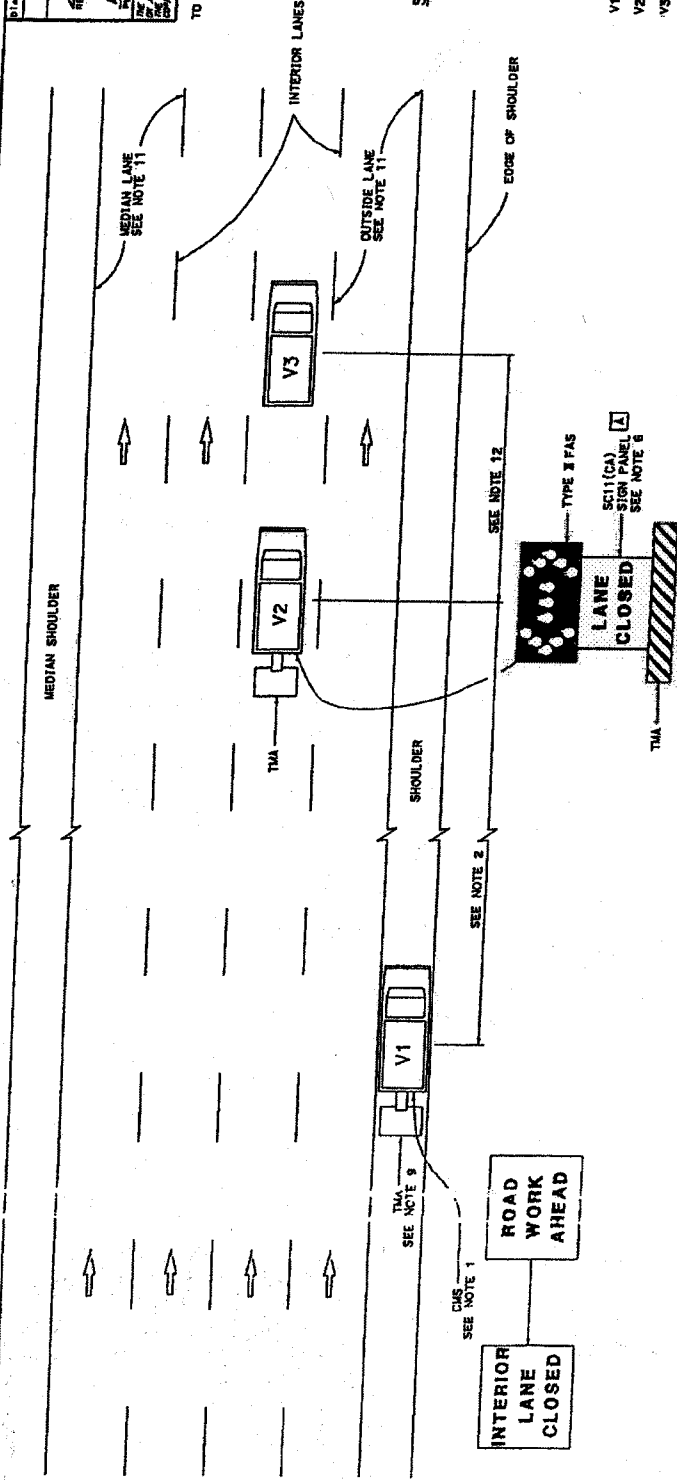


2010 REVISED STANDARD PLAN RSP T16

COUNTY: \_\_\_\_\_ DISTRICT: \_\_\_\_\_ SHEET NO.: \_\_\_\_\_ OF \_\_\_\_\_ SHEETS  
 REGISTERED CIVIL ENGINEER  
 APRIL 19, 2013  
 EXPIRES APPROXIMATE DATE  
 THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION  
 THE STANDARD PLANS BOOK DATED MAY 20, 2011, PAGE 244 OF THE STANDARD PLANS BOOK DATED 2010.  
 THE DESIGNER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THIS PLAN SHEET.

TO ACCOMPANY PLANS DATED \_\_\_\_\_

SIGN PANEL SIZE (Min)  
 54" x 42"



**MOVING LANE CLOSURE ON INTERIOR LANE OF MULTILANE HIGHWAYS**

- LEGEND**
- V1 SIGN VEHICLE
  - V2 SHADOW VEHICLE
  - V3 WORK/APPLICATION VEHICLE
  - FLASHING ARROW SIGN (FAS) IN FLASHING DOUBLE ARROW MODE
  - CHANGEABLE MESSAGE SIGN
  - TRUCK-MOUNTED ATTENUATOR

10. Where workers would be on foot in the work area, a stationary type lamp with revised Standard Plan T10, T11, or stationary (as applicable) shall be used instead of this plan.
11. For moving lane closures on median lane or outside lane of multilane highways, use Revised Standard Plan T15.
12. The spacing between work vehicle(s) and the shadow vehicles, and between shadow vehicles should be minimized to defer road users from driving in between.

- NOTES:**
1. A changeable message sign shall be mounted on the rear of shadow vehicle V1. The changeable message sign shall be sequenced to show the "INTERIOR LANE CLOSED" message first, followed by the "ROAD WORK AHEAD" message. First, the "INTERIOR LANE CLOSED" message, then the "ROAD WORK AHEAD" message. The "INTERIOR LANE CLOSED" message may be used in place of the "ROAD WORK AHEAD" message.
  2. If traffic queues develop, sign vehicle V1 should be positioned upstream from the end of queue. Sign vehicle V1 should be positioned where highly visible when shoulders are not available.
  3. A minimum sight distance of 1500' should be provided in advance of sign vehicle V1.
  4. Sign vehicle V1 should remain at the beginning of the control area for enough time for vehicles to resume the minimum sight distance of 1500'.
  5. Vehicle-mounted sign panels shall have Type III or above retroreflective sheeting, black on white or black on fluorescent orange, with a minimum of 6 letters per foot on sign specifications.

STATE OF CALIFORNIA  
 DEPARTMENT OF TRANSPORTATION  
**TRAFFIC CONTROL SYSTEM  
 FOR MOVING LANE CLOSURE  
 ON MULTILANE HIGHWAYS**  
 NO SCALE  
 RSP T16 DATED APRIL 19, 2013, SUPERSEDES STANDARD PLAN T16  
 DATED MAY 20, 2011 - PAGE 244 OF THE STANDARD PLANS BOOK DATED 2010.  
**REVISED STANDARD PLAN RSP T16**

2010 REVISED STANDARD PLAN RSP T17

PLAN	COUNTY	ROUTE	SHEET NO.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER

APR 11, 2013

DATE OF ORIGINAL DATE

DATE OF REVISION DATE

REVISION NO.

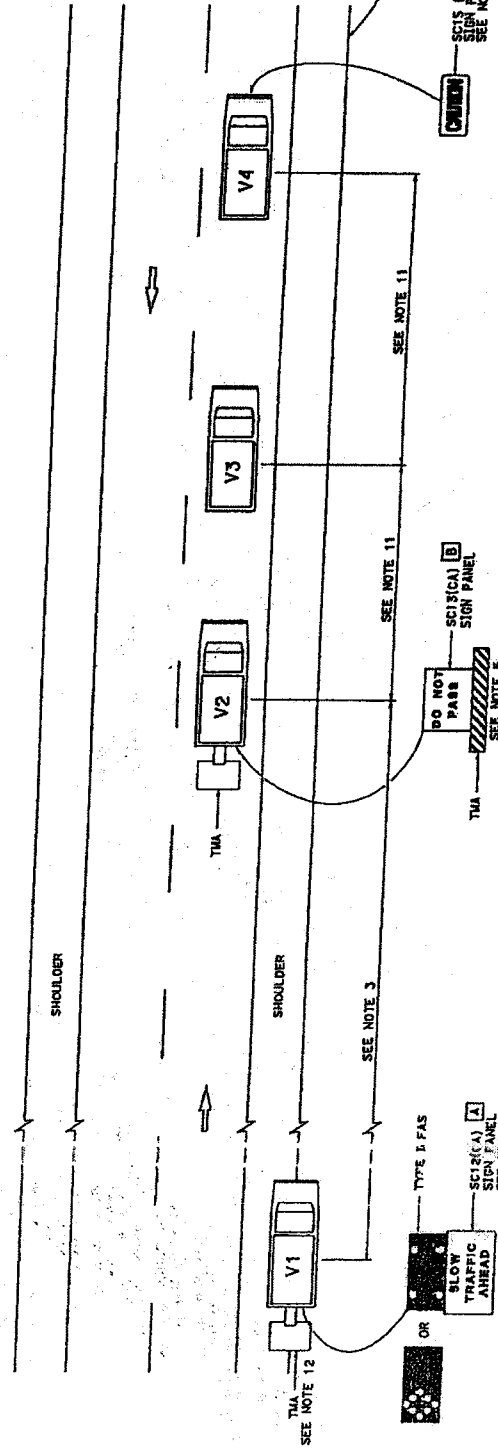
REVISION DESCRIPTION

REVISIONS TO BE MADE BY

REVISIONS TO BE MADE BY

REVISIONS TO BE MADE BY

TO ACCOMPANY PLANS DATED



**SIGN PANEL SIZE (MIN)**

A	72" x 42"
B	54" x 42"
C	54" x 24"

**LEGEND**

V1	SIGN VEHICLE
V2	SHADOW VEHICLE
V3	WORK/APPLICATION VEHICLE
V4	SIGN VEHICLE
TMA	TRUCK-MOUNTED ATTENUATOR
[Symbol]	FLASHING ARROW SIGN (FAS) IN FLASHING CAUTION MODE
[Symbol]	FLASHING ARROW SIGN (FAS) IN ALTERNATING DIAMOND CAUTION

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

**TRAFFIC CONTROL SYSTEM FOR MOVING LANE CLOSURE ON TWO LANE HIGHWAYS**

NO SCALE

RSP T17 DATED APRIL 19, 2013 SUPERSEDES STANDARD PLAN T17 DATED MAY 20, 2011 - PAGE 245 OF THE STANDARD PLANS BOOK DATED 2010.

**REVISED STANDARD PLAN RSP T17**

- NOTES:**
1. Either a changeable message sign or a SC12(CA) "SLOW TRAFFIC AHEAD" message sign shall be mounted on the rear of sign vehicle V1. The changeable message sign shall be sequenced to show the "CAUTION" message first, followed by the "SLOW TRAFFIC AHEAD" message. A Type II flashing arrow sign may be used with the SC12(CA) sign panel.
  2. Sign vehicle V1 should be positioned where highly visible when shoulders are not available.
  3. If traffic queues develop, sign vehicle V1 should be positioned upstream from the end of queue.
  4. Vehicle-mounted sign panels shall have Type III or above retro-reflective sheeting, black on white, or black on fluorescent orange, with a minimum series D letters per California sign specifications.
  5. Shadow vehicle shall be equipped with a truck-mounted attenuator. The sign panel shown shall be mounted on the rear of shadow vehicle V2. The message "DO NOT PASS" may be used in place of the "DO NOT PASS" message.
  6. The sign panel shown shall be mounted on the front of sign vehicle V4, facing opposing traffic.
  7. All vehicles shall be equipped with flashing or rotating amber lights.
  8. Sign vehicle V4 will not be required when the work and vehicles V2 and V3 are 2' or more from the centerline of the highway during the work or application operations.
  9. All vehicles used for lane closures shall be equipped with two-way radios and the vehicle operators shall maintain communication during the work or application operation.
  10. This plan shall not be used where workers would be on foot in the work area. Use a stationary type lane closure (Revised Standard Plan T13) for this condition.
  11. Minimize spacing between vehicles V2 and V3 and vehicles V3 and V4. Sign vehicle V1 approaches into the traffic lane due to insufficient shoulder width, sign vehicle V1 shall be equipped with a truck-mounted attenuator. Sign vehicle V1 shall stay as close to the edge of shoulder as practicable.

1. **GENERAL:** The Permittee shall comply with the following Special Provisions and the direction of the State Representative:
2. **NPDES REQUIREMENTS:** The Permittee shall be responsible for full compliance with the Caltrans Storm Water Program and the Caltrans NPDES Permit requirements. For additional information, visit the State Water Resources Control Boards Stormwater Website at <http://www.swrcb.ca.gov/stormwtr/index.html>
3. **RESPONSIBILITY FOR DEBRIS REMOVAL:** The Permittee shall be responsible for preventing all dirt, trash, debris, and other construction waste from entering storm drains, local creeks, or any other bodies of water.
4. **SPOILS AND RESIDUE:** The Permittee shall vacuum or sweep any saw-cut spoils, debris, residue, etc. No spoils, debris, residue, etc. shall be washed into a drainage system.
5. **SWEEPING:** Roadways and other paved areas shall be swept daily. Roadways or work areas shall not be washed down with water.
6. **VEHICLES AND EQUIPMENT:** Permittee shall prevent all vehicles, equipment, etc. from leakage or mud tracking onto roadways.
7. **MAINTENANCE AND FUELING OF VEHICLES AND EQUIPMENT:** Maintenance and fueling of equipment shall not result in any pollution at the job site. The Permittee shall immediately clean up spills, and properly dispose of contaminated soil and materials.
8. **CLEANING VEHICLES AND EQUIPMENT:** The Permittee shall clean all equipment within a bermed area or over a drip pan large enough to prevent run-off. No soaps, solvents, degreasers, etc shall be used in State right of way. Any water from this operation shall be collected and disposed of at an appropriate site.
9. **DIESEL FUELS:** The use of diesel fuel as a form-oil or solvent is not allowed.
10. **WEATHER CONDITIONS AT WORKSITE:** Any activity that would generate fine particles or dust that could be transported off site by stormwater shall be performed during dry weather.
11. **HOT MIX ASPHALT:** Runoff from washing hot mix asphalt shall not enter into any drainage conveyances.
12. **PROTECTION OF DRAINAGE FACILITIES:** The Permittee shall protect/cover gutters, ditches, drainage courses, and inlets with gravel bags, fiber rolls, etc., to the satisfaction of the State representative during grading, paving, saw-cutting, etc. No such protection measures shall cause an obstruction to the traveling public.
13. **PAINT:** Rinsing of painting equipment and materials is not permitted in state right-of-way. Oil based paint sludge and unusable thinner shall be disposed of at an approved hazardous waste site.
14. **CONSTRUCTION MATERIALS:** All construction materials, including concrete, grout, cement containing premixes, and mortar, shall be stored under cover and separated away from drainage areas. Stored materials shall not reach a storm drain.
15. **CONCRETE EQUIPMENT:** Concrete equipment shall be washed in a designated washing area that prevents effluent from discharging to drainage conveyances.
16. **EXISTING VEGETATION:** Established existing vegetation is the best form of erosion control. Disturbance to existing vegetation shall be minimized whenever possible. Damaged or removed vegetation shall be replaced as directed by the State Representative.
17. **SOIL DISTURBANCE:** Soil disturbing activities shall be avoided during the rainy season. If construction activities during wet weather are allowed in your permit, all necessary erosion control and soil stabilization measures shall be implemented.
18. **SLOPE STABILIZATION AND SEDIMENT CONTROL:** In cases where slopes are disturbed during construction, soil shall be secured with soil stabilization and sediment control measures. Fiber rolls or silt fences may be required downslope until permanent soil stabilization is established.
19. **STOCKPILES:** Sand, dirt, and similar materials shall be stored at least 50 feet from drainage features and shall be covered and protected with a temporary perimeter sediment barrier.
20. **DISCOVERY OF CONTAMINATION:** The State Representative shall be notified in case any unusual discoloration, odor, or texture of ground water, is found in excavated material or if abandoned, underground tanks, pipes, or buried debris are encountered.
21. **DEWATERING:** All dewatering operations shall comply with the latest Caltrans guidelines. Any effluent discharged into any storm water system requires approval from the Regional Water Quality Control Board. The Permittee shall provide the State Representative with a copy of the Waste Discharge Permit and a copy of a valid WDID number issued by the Regional Board.

EXHIBIT A  
NTS  
6/5/2013

RECEIVED  
13 JUN 13 AM 9:40  
DISTRICT 8  
PERMIT OFFICE



CA-86S  
SB ON-RAMP

CA-86S  
SB OFF-RAMP

DESERT CACTUS DR

72+00

71+00

ADJUST TO GRADE  
EXIST TRAFFIC CONTROL BOXES

PROPOSED  
SIDEWALK

EXIST R/W

OBS.

OBS.

OBS.

AIRPORT BLVD

"A" LINE

EXIST. R/W

EXIST R/W

380.8

5.



OFFICE OF  
CLERK OF THE BOARD OF SUPERVISORS  
1st FLOOR, COUNTY ADMINISTRATIVE CENTER  
P.O. BOX 1147, 4080 LEMON STREET  
RIVERSIDE, CA 92502-1147  
PHONE: (951) 955-1060  
FAX: (951) 955-1071

KECIA HARPER-IHEM  
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR  
Assistant Clerk of the Board

July 31, 2013

THE PRESS ENTERPRISE  
ATTN: LEGALS  
PO BOX 792  
RIVERSIDE, CA 92501

FAX (951) 368-9018  
E-MAIL: [legals@pe.com](mailto:legals@pe.com)

**RE: NOTICE INVITING BIDS: AIRPORT BOULEVARD (AVENUE 56) A6-0241**

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **TEN (10) TIMES:**

Friday	- August 2, 2013	Wednesday	- August 7, 2013
Saturday	- August 3, 2013	Thursday	- August 8, 2013
Sunday	- August 4, 2013	Friday	- August 9, 2013
Monday	- August 5, 2013	Saturday	- August 10, 2013
Tuesday	- August 6, 2013	Sunday	- August 11, 2013

We require your affidavit of publication immediately upon completion of the last publication.

Your invoice must be submitted to this office in duplicate, WITH TWO CLIPPINGS OF THE PUBLICATION.

**NOTE: PLEASE COMPOSE THIS PUBLICATION INTO A SINGLE COLUMN FORMAT.**

Thank you in advance for your assistance and expertise.

Sincerely,

*Cecilia Gil*

Board Assistant to:  
KECIA HARPER-IHEM, CLERK OF THE BOARD

**Gil, Cecilia**

---

**From:** mtinajero@pe.com on behalf of Master, PEC Legals <legalsmaster@pe.com>  
**Sent:** Wednesday, July 31, 2013 11:04 AM  
**To:** Gil, Cecilia  
**Subject:** Re: [Legals] FOR PUBLICATION: BIDS FOR AIRPORT BLVD. AVE. 56 A6-0241

Received for publication from Aug. 2 to Aug. 11. Proof with cost to follow.

Thank You!



Publisher of The Press-Enterprise  
Inland Southern California's News Leader

**Legal Advertising**

**Phone:** 1.800.880.0345

**Fax:** 951.368.9018

**E-mail:** [legals@pe.com](mailto:legals@pe.com)

**Please Note:** Deadline is 10:30 AM two (2) business days prior to the date you would like to publish.  
**\*\*Additional days required for larger ad sizes\*\***

On Wed, Jul 31, 2013 at 10:10 AM, Gil, Cecilia <[CCGIL@rcbos.org](mailto:CCGIL@rcbos.org)> wrote:

Good morning! Attached is a Notice Inviting Bids, for publication 10 times from August 2 to August 11, 2013. Please confirm. THANK YOU!

*Cecilia Gil*

Board Assistant

Clerk of the Board

951-955-8464

MS# 1010



OFFICE OF  
CLERK OF THE BOARD OF SUPERVISORS  
1st FLOOR, COUNTY ADMINISTRATIVE CENTER  
P.O. BOX 1147, 4080 LEMON STREET  
RIVERSIDE, CA 92502-1147  
PHONE: (951) 955-1060  
FAX: (951) 955-1071

KECIA HARPER-IHEM  
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR  
Assistant Clerk of the Board

July 31, 2013

THE DESERT SUN  
ATTN: LEGALS  
PO BOX 2734  
RIVERSIDE, CA 92519

FAX (760) 778-4731  
E-MAIL: [legals@thedesertsun.com](mailto:legals@thedesertsun.com)

**RE: NOTICE INVITING BIDS: AIRPORT BOULEVARD (AVENUE 56) A6-0241**

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **FIVE (5) TIMES:**

Wednesday - August 7, 2013  
Thursday - August 8, 2013  
Friday - August 9, 2013  
Saturday - August 10, 2013  
Sunday - August 11, 2013

We require your affidavit of publication immediately upon completion of the last publication.

Your invoice must be submitted to this office in duplicate, WITH TWO CLIPPINGS OF THE PUBLICATION.

**NOTE: PLEASE COMPOSE THIS PUBLICATION INTO A SINGLE COLUMN FORMAT.**

Thank you in advance for your assistance and expertise.

Sincerely,

*Cecilia Gil*

Board Assistant to:  
KECIA HARPER-IHEM, CLERK OF THE BOARD

## Gil, Cecilia

---

**From:** Moeller, Charlene <CMOELLER@palmspri.gannett.com>  
**Sent:** Wednesday, July 31, 2013 10:55 AM  
**To:** Gil, Cecilia  
**Subject:** RE: FOR PUBLICATION: Bids for Airport Blvd. Ave. 56 A6-0241

Ad received and will publish on date(s) requested.

**Charlene Moeller** | Media Sales Legal Notice Coordinator

The Desert Sun Media Group  
750 N. Gene Autry Trail, Palm Springs, CA 92262  
t 760.778.4578 | f 760.778.4731  
[legals@thedesertsun.com](mailto:legals@thedesertsun.com) / [dpwlegals@thedesertsun.com](mailto:dpwlegals@thedesertsun.com)

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**From:** Gil, Cecilia [<mailto:CCGIL@rcbos.org>]  
**Sent:** Wednesday, July 31, 2013 10:20 AM  
**To:** tds-legals  
**Subject:** FOR PUBLICATION: Bids for Airport Blvd. Ave. 56 A6-0241

Hello. Notice Inviting Bids for publication on Aug. 7 to Aug. 11, 2013. Please confirm. THANK YOU!

*Cecilia Gil*  
Board Assistant  
Clerk of the Board  
951-955-8464  
MS# 1010



## NOTICE INVITING BIDS

County of Riverside, herein called Owner, invites sealed proposals for:

**Airport Boulevard (Avenue 56)  
At Grapefruit Boulevard (Hwy 111) and Union Pacific Railroad  
Grade Separation Project  
In the Community of Thermal of the Coachella Valley  
Project No. A6-0241  
State Project ID: TCIFL-5956(216)**

Proposal shall be delivered to the Riverside County Transportation Department, 14<sup>th</sup> Street Annex, 3525 14<sup>th</sup> Street, Riverside, California 92501, telephone (951) 955-6780 not later than 2:00 p.m., on Wednesday, September 4, 2013 to be promptly opened in public at said address. Each proposal shall be in accordance with plans, specifications, and other contract documents, dated June 2013, and prepared by County of Riverside, whose address is same as the above, from whom they may be obtained upon deposit of \$120.00 per set with 24" x 36" plans (or \$62.00 with 11"x17" plans), plus mailing costs. No refund. Prospective bidders may preview the plans, specifications and other contract documents at no charge prior to purchase at the above noted location.

The Contractor is required to have a Class "A" license at the time of bid submission.

Engineering Estimate:	\$19,174,000 - \$22,370,000
Alternate 1:	\$ 253,000 - \$ 295,000
Alternate 2:	\$ 272,000 - \$ 318,000
Bid Bond	10 %
Performance Bond	100 %
Payment Bond	100 %
Working Days	480 Working Days

Website: [http://www.rctlma.org/trans/con\\_bid\\_advertisements.html](http://www.rctlma.org/trans/con_bid_advertisements.html)

Dated: July 31, 2013

Kecia Harper-Ihem, Clerk of the Board  
By: Cecilia Gil, Board Assistant