

Article 7. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as herein provided.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: _____

Kenay Robison
Director - Real Estate

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

By: _____

Name Printed: WARREN D. WILLIAMS

Title: GENERAL MANAGER CHIEF ENGINEER

Date: _____

1/14/16

FORM APPROVED COUNTY COUNSEL

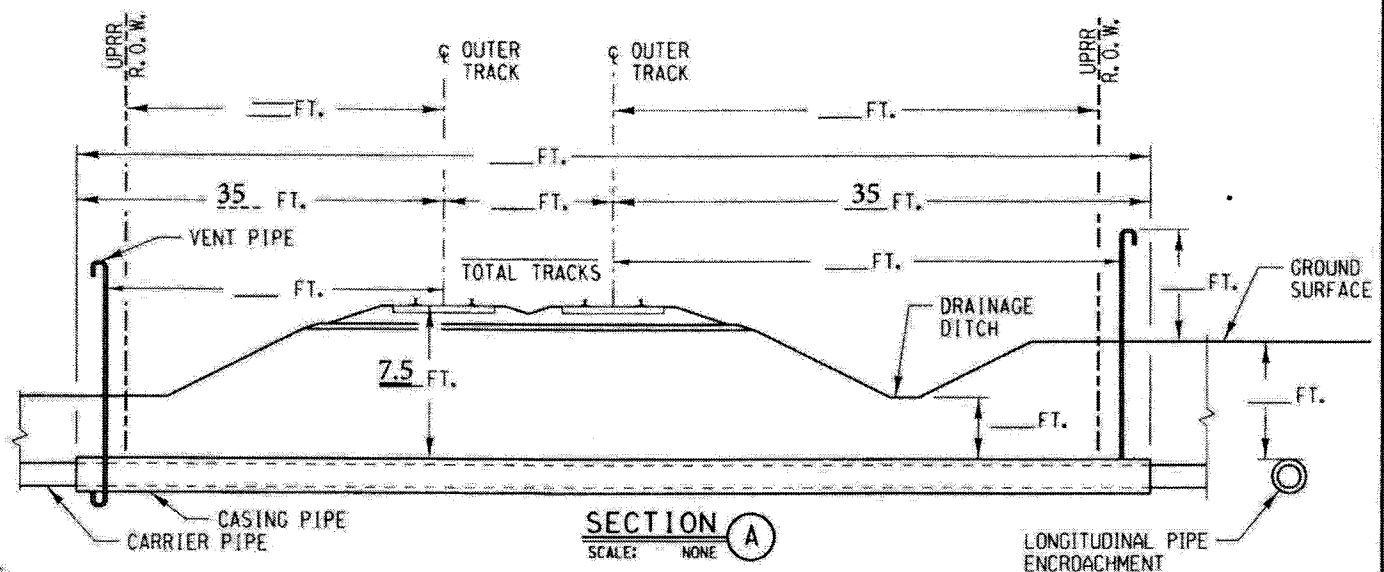
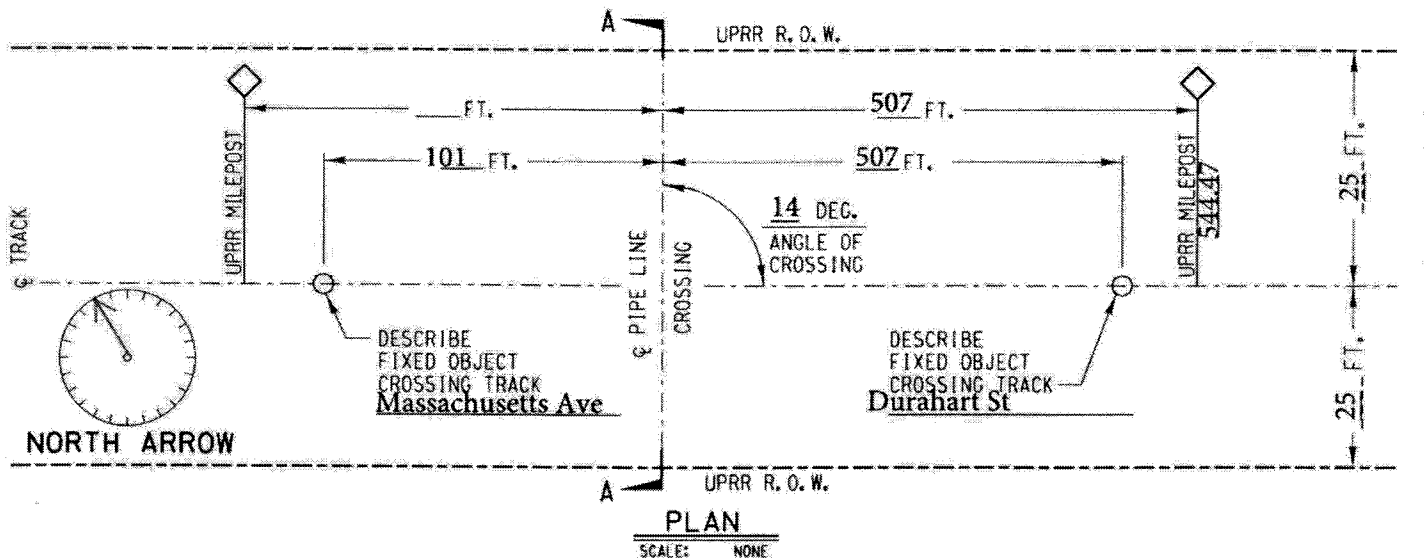
BY: _____

SYNTHIA M. GUNZEL

DATE

NON-FLAMMABLE LIQUID PIPELINE

☒ CROSSING
☐ ENCROACHMENT
☐ BOTH



NOTES:
1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK.
2) REFER TO AREMA VOLUME 1, CHAPTER 1, PART 5, SECTION 5.3.

- A) METHOD OF INSTALLATION Open Cut
 B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT _____
 C) SIGNS PROVIDED? _____
 D) CARRIER MATERIAL RCP Class V. IF RCP, CLASS V? _____
 COMMODITY TO BE CONVEYED Storm Water.
 OPERATIONAL PRESSURE _____ PSI. MAOP _____ PSI.
 WALL THICKNESS (INCH) / SCHEDULE 8.5. DIAMETER 90 IN.
 CATHODIC/COATING PROTECTION _____
 E) CASING MATERIAL N/A. IF RCP, CLASS V? _____
 TOTAL LENGTH CASING PIPE: _____ FT.
 WALL THICKNESS _____ IN. DIAMETER _____ IN.
 CATHODIC/COATING PROTECTION _____
 CASING PIPE IS _____ AT THE ENDS.
 F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF
 BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES
N/A AND N/A.



BUILDING AMERICA®

EXHIBIT A

SUBDIVISION: Riversided Industrial Lead

TRACK TYPE:

M.P.: 545.07

LAT.: 33.986724047076

E.S.M.: 504+77

LONG.: 117.3521965742

NEAREST CITY: _____ COUNTY: _____ STATE: _____

Riverside Riverside CA

APPLICANT: Riverside County Flood Control District

FILE NO.: 2860-71

DATE: 02/11/2015

EXHIBIT B

Section 1. 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 Licensor to use and maintain its entire property including the right and power of the Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, 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 the Licensor without liability to the Licensee or to any other party for compensation or damages.
- B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Licensor's property, and others) and the right of the Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 2. CONSTRUCTION, MAINTENANCE AND OPERATION.

- A. The Pipeline shall be designed, constructed, operated, maintained, repaired, renewed, modified and/or reconstructed by the Licensee in strict conformity with (i) Licensor's current standards and specifications ("UP Specifications"), except for variances approved in advance in writing by the Licensor's Assistant Vice President Engineering - Design, or his authorized representative; (ii) such other additional safety standards as the Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"), and (iii) all applicable laws, rules and regulations ("Laws"). If there is any conflict between the requirements of any Law and the UP Specifications or the UP Additional Requirements, the most restrictive will apply.
- B. All work performed on property of the Licensor in connection with the design, construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline shall be done to the satisfaction of the Licensor.
- C. Prior to the commencement of any work in connection with the design, construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline from Licensor's property, the Licensee shall submit to the Licensor plans setting out the method and manner of handling the work, including the shoring and cribbing, if any, required to protect the Licensor's operations, and shall not proceed with the work until such plans have been approved by the Licensor's Assistant Vice President Engineering Design, or his authorized representative, and then the work shall be done to the satisfaction of the Licensor's Assistant Vice President Engineering Design or his authorized representative. The Licensor shall have the right, if it so elects, to provide such support as it may deem necessary for the safety of its track or tracks during the time of construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline, and, in the event the Licensor provides such support, the Licensee shall pay to the Licensor, within fifteen (15) days after bills shall have been rendered therefore, all expenses incurred by the Licensor in connection therewith, which expenses shall include all assignable costs.

- D. The Licensee shall keep and maintain the soil over the Pipeline thoroughly compacted and the grade even with the adjacent surface of the ground.
- E. In the prosecution of any work covered by this Agreement, Licensee shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 3. NOTICE OF COMMENCEMENT OF WORK / LICENSOR REPRESENTATIVE / SUPERVISION / FLAGGING / SAFETY.

- A. If an emergency should arise requiring immediate attention, the Licensee shall provide as much notice as practicable to Licensor before commencing any work. In all other situations, the Licensee shall notify the Licensor at least ten (10) days (or such other time as the Licensor may allow) in advance of the commencement of any work upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline. All such work shall be prosecuted diligently to completion. The Licensee will coordinate its initial, and any subsequent work with the following employee of Licensor or his or her duly authorized representative (hereinafter "Licensor Representative" or "Railroad Representative"):

<p>MARC A. CHAVEZ MGR SIGNAL MNTCE 235 Luis Estrada St Beaumont, CA 92223 Work Phone: 909/8 685-2269 Fax: 909 685-2009 Cell Phone: 909 222-9523</p>	<p>DANIEL NAGY MGR TRACK MNTCE PO BOX ZZ45-050 PACIFIC INDIO, CA 92202 Cell Phone: 402 690-8248 dnagy@up.com</p>
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- B. Licensee, at its own expense, shall adequately police and supervise all work to be performed. The responsibility of Licensee for safe conduct and adequate policing and supervision of work shall not be lessened or otherwise affected by Licensor's approval of plans and specifications involving the work, or by Licensor's collaboration in performance of any work, or by the presence at the work site of a Licensor Representative, or by compliance by Licensee with any requests or recommendations made by the Licensor Representative.
- C. At the request of Licensor, Licensee shall remove from Licensor's property any employee who fails to conform to the instructions of the Licensor Representative in connection with the work on Licensor's property. Licensee shall indemnify Licensor against any claims arising from the removal of any such employee from Licensor's property.
- D. Licensee shall notify the Licensor Representative at least ten (10) working days in advance of proposed performance of any work 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 Licensor'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 ten (10) day notice, the Licensor Representative will determine and inform Licensee whether a flagman need be present and

whether any special protective or safety measures need to be implemented. If flagging or other special protective or safety measures are performed by Licensor, Licensor will bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state or local governmental entity. If Licensor will be sending the bills to Licensee, Licensee shall pay such bills within thirty (30) days of receipt of billing. If Licensor performs any flagging, or other special protective or safety measures are performed by Licensor, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

- E. 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 Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.
- F. Reimbursement to Licensor 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 Licensor is required to pay the flagman and which could not reasonably be avoided by Licensor by assignment of such flagman to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.
- G. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Licensee or its contractor. Licensee shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Licensee and its contractor shall at a minimum comply with Licensor's safety standards listed in **Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's safety standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

- H. Without limitation of the provisions of paragraph G above, Licensee shall keep the job site free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the job.
- I. Licensee shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Prompt notification shall be given to Licensor of any U.S. Occupational Safety and Health Administration reportable injuries. Licensee shall have a non-delegable duty to control its employees while they are on the job site or any other property of Licensor, 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.
- J. If and when requested by Licensor, Licensee shall deliver to Licensor a copy of its safety plan for conducting the work (the "Safety Plan"). Licensor shall have the right, but not the obligation, to require Licensee to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

Section 4. LICENSEE TO BEAR ENTIRE EXPENSE.

The Licensee shall bear the entire cost and expense incurred in connection with the design, construction, maintenance, repair and renewal and any and all modification, revision, relocation, removal or reconstruction of the Pipeline, including any and all expense which may be incurred by the Licensor in connection therewith for supervision, inspection, flagging, or otherwise.

Section 5. REINFORCEMENT, RELOCATION OR REMOVAL OF PIPELINE.

- A. The license herein granted is subject to the needs and requirements of the Licensor in the safe and efficient operation of its railroad and in the improvement and use of its property. The Licensee shall, at the sole expense of the Licensee, reinforce or otherwise modify the Pipeline, or move all or any portion of the Pipeline to such new location, or remove the Pipeline from the Licensor's property, as the Licensor may designate, whenever, in the furtherance of its needs and requirements, the Licensor, at its sole election, finds such action necessary or desirable.
- B. All the terms, conditions and stipulations herein expressed with reference to the Pipeline on property of the Licensor in the location hereinbefore described shall, so far as the Pipeline remains on the property, apply to the Pipeline as modified, changed or relocated within the contemplation of this section.

Section 6. NO INTERFERENCE WITH LICENSOR'S OPERATION.

- A. The Pipeline and all parts thereof within and outside of the limits of the property of the Licensor shall be designed, constructed and, at all times, maintained, repaired, renewed and operated in such manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Licensor and nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof.
- B. Explosives or other highly flammable substances shall not be stored on Licensor's property without the prior written approval of Licensor.

- C. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Licensor's trackage shall be installed or used by Licensor or its contractors without the prior written permission of Licensor.
- D. When not in use, any machinery and materials of Licensee or its contractors shall be kept at least fifty (50) feet from the centerline of Licensor's nearest track.
- E. Operations of Licensor and work performed by Licensor's personnel may cause delays in the work to be performed by Licensee. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee shall coordinate its activities with those of Licensor and third parties so as to avoid interference with railroad operations. The safe operation of Licensor's train movements and other activities by Licensor take precedence over any work to be performed by Licensee.

Section 7. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

- A. Fiber optic cable systems may be buried on the Licensor's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee shall telephone the Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for 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 Licensor's premises to be used by the Licensee. If it is, Licensee will telephone the telecommunications company(ies) involved, arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will commence no work on the Licensor's property until all such protection or relocation has been accomplished. Licensee shall indemnify and hold the Licensor harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of or caused in any way by Licensee's failure to comply with the provisions of this paragraph.
- B. **IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, THE LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD THE LICENSOR HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) CAUSED BY THE NEGLIGENCE OF THE LICENSEE, ITS CONTRACTORS, AGENTS AND/OR EMPLOYEES, RESULTING IN (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON LICENSOR'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 LICENSOR'S PROPERTY, EXCEPT IF SUCH COSTS, LIABILITY OR EXPENSES ARE CAUSED SOLELY BY THE DIRECT ACTIVE NEGLIGENCE OF THE LICENSOR. LICENSEE FURTHER AGREES THAT IT SHALL NOT HAVE OR SEEK RECOURSE AGAINST LICENSOR 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 LICENSOR'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON LICENSOR'S PROPERTY.**

Section 8. CLAIMS AND LIENS FOR LABOR AND MATERIAL; TAXES.

- A. The Licensee shall fully pay for all materials joined or affixed to and labor performed upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of the Licensee. The Licensee shall indemnify and hold harmless the Licensor against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.
- B. The Licensee shall promptly pay or discharge all taxes, charges and assessments levied upon, in respect to, or on account of the Pipeline, to prevent the same from becoming a charge or lien upon property of the Licensor, and so that the taxes, charges and assessments levied upon or in respect to such property shall not be increased because of the location, construction or maintenance of the Pipeline or any improvement, appliance or fixture connected therewith placed upon such property, or on account of the Licensee's interest therein. Where such tax, charge or assessment may not be separately made or assessed to the Licensee but shall be included in the assessment of the property of the Licensor, then the Licensee shall pay to the Licensor an equitable proportion of such taxes determined by the value of the Licensee's property upon property of the Licensor as compared with the entire value of such property.

Section 9. RESTORATION OF LICENSOR'S PROPERTY.

In the event the Licensee in any manner moves or disturbs any of the property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline, then in that event the Licensee shall, as soon as possible and at Licensee's sole expense, restore such property to the same condition as the same were before such property was moved or disturbed, and the Licensee shall indemnify and hold harmless the Licensor, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such injury, death, damage, loss or destruction grows out of or arises from the moving or disturbance of any other property of the Licensor.

Section 10. INDEMNITY.

- A. As used in this Section, "Licensor" includes other railroad companies using the Licensor's property at or near the location of the Licensee's installation and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (a) injury to or death of persons whomsoever (including the Licensor's officers, agents, and employees, the Licensee's officers, agents, and employees, as well as any other person); and/or (b) damage to or loss or destruction of property whatsoever (including Licensee's property, damage to the roadbed, tracks, equipment, or other property of the Licensor, or property in its care or custody).
- B. **AS A MAJOR INDUCEMENT AND IN CONSIDERATION OF THE LICENSE AND PERMISSION HEREIN GRANTED, TO THE FULLEST EXTENT PERMITTED BY LAW, THE LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE LICENSOR FROM**

ANY LOSS OF ANY KIND, NATURE OR DESCRIPTION ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):

1. THE PROSECUTION OF ANY WORK CONTEMPLATED BY THIS AGREEMENT INCLUDING THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, MODIFICATION, RECONSTRUCTION, RELOCATION, OR REMOVAL OF THE PIPELINE OR ANY PART THEREOF;

2. ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE;

3. THE PRESENCE, OPERATION, OR USE OF THE PIPELINE OR CONTENTS ESCAPING THEREFROM;

4. THE ENVIRONMENTAL STATUS OF THE PROPERTY CAUSED BY OR CONTRIBUTED TO BY LICENSEE;

5. ANY ACT OR OMISSION OF LICENSEE OR LICENSEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER; OR

6. LICENSEE'S BREACH OF THIS AGREEMENT,

EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE DIRECT AND ACTIVE NEGLIGENCE OF THE LICENSOR, AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION, IT BEING THE INTENTION OF THE PARTIES THAT THE ABOVE INDEMNITY WILL OTHERWISE APPLY TO LOSSES CAUSED BY OR ARISING FROM, IN WHOLE OR IN PART, LICENSOR'S NEGLIGENCE.

C. Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit of proceeding brought against any indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any indemnitee. Licensee shall pay all costs incident to such defense, including, but not limited to, reasonable attorney's fees, investigators' fees, litigation and appeal expenses, settlement payments and amounts paid in satisfaction of judgments.

Section 11. REMOVAL OF PIPELINE UPON TERMINATION OF AGREEMENT.

Prior to the termination of this Agreement howsoever, the Licensee shall, at Licensee's sole expense, remove the Pipeline from those portions of the property not occupied by the roadbed and track or tracks of the Licensor and shall restore, to the satisfaction of the Licensor, such portions of such property to as good a condition as they were in at the time of the construction of the Pipeline. If the Licensee fails to do the foregoing, the Licensor may, but is not obligated, to perform such work of removal and restoration at the cost and expense of the Licensee. In the event of the removal by the Licensor of the property of the Licensee and of the restoration of the roadbed and property as herein provided, the Licensor shall in no manner be liable to the Licensee for any damage sustained by the Licensee for or on account thereof, and such removal and restoration shall in no manner prejudice or impair any right of action for damages, or otherwise, that the Licensor may have against the Licensee.

Section 12. WAIVER OF BREACH.

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

Section 13. TERMINATION.

- A. If the Licensee does not use the right herein granted or the Pipeline for two (2) years, or if the Licensee continues in default in the performance of any covenant or agreement herein contained for a period of thirty (30) days after written notice from the Licensor to the Licensee specifying such default, the Licensor may, at its option, forthwith immediately terminate this Agreement by written notice.
- B. In addition to the provisions of subparagraph (a) above, this Agreement may be terminated by written notice given by either party hereto to the other on any date in such notice stated, not less, however, than thirty (30) days subsequent to the date upon which such notice shall be given.
- C. Notice of default and notice of termination may be served personally upon the Licensee or by mailing to the last known address of the Licensee. Termination of this Agreement for any reason shall not affect any of the rights or obligations of the parties hereto which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto.

Section 14. AGREEMENT NOT TO BE ASSIGNED.

The Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of the Licensor, and it is agreed that any transfer or assignment or attempted transfer or assignment of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void and, at the option of the Licensor, shall terminate this Agreement.

Section 15. SUCCESSORS AND ASSIGNS.

Subject to the provisions of Section 14 hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

Section 16. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Approved: Insurance Group
Created: 9/23/05
Last Modified: 03/29/10
Form Approved, AVP-Law

EXHIBIT C
Union Pacific Railroad Company
Contract Insurance Requirements

Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement (except as otherwise provided in this Agreement) the following insurance coverage:

A. Commercial General Liability insurance. Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. 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.

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 limit of not less \$2,000,000 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.

C. Workers Compensation and Employers Liability insurance. Coverage must include but not be limited to:

Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.

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

If Licensee 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.

D. Railroad Protective Liability insurance. Licensee must maintain "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad only 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

E. **Umbrella or Excess** insurance. If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

F. All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Licensee's liability under the indemnity provisions of this Agreement.

G. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.

H. Licensee 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 for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Licensee required in this agreement, where permitted by law This waiver must be stated on the certificate of insurance.

I. 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(s) in which the work is to be performed.

J. The fact that insurance is obtained by Licensee or by Railroad on behalf of Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Licensee or any third party will not be limited by the amount of the required insurance coverage.

EXHIBIT D
SAFETY STANDARDS

MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Licensee or its contractors, subcontractors, or agents, as well as any subcontractor or agent of any Licensee.

I. Clothing

- A. All employees of Licensee will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Licensee's employees must wear:

- (i) Waist-length shirts with sleeves.
- (ii) Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
- (iii) Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.

- B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.

- C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

II. Personal Protective Equipment

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

- (i) Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Licensee's company logo or name.
- (ii) Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
- (iii) Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:
 - 100 feet of a locomotive or roadway/work equipment
 - 15 feet of power operated tools
 - 150 feet of jet blowers or pile drivers

- 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)
- (iv) Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

III. On Track Safety

Licensee and its contractor are 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:

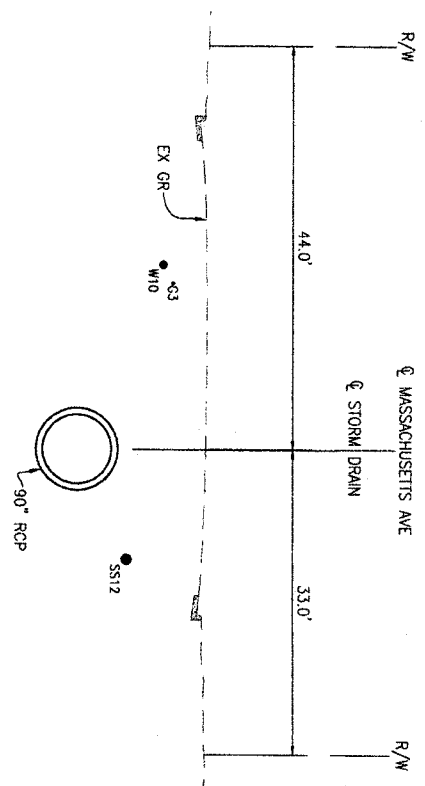
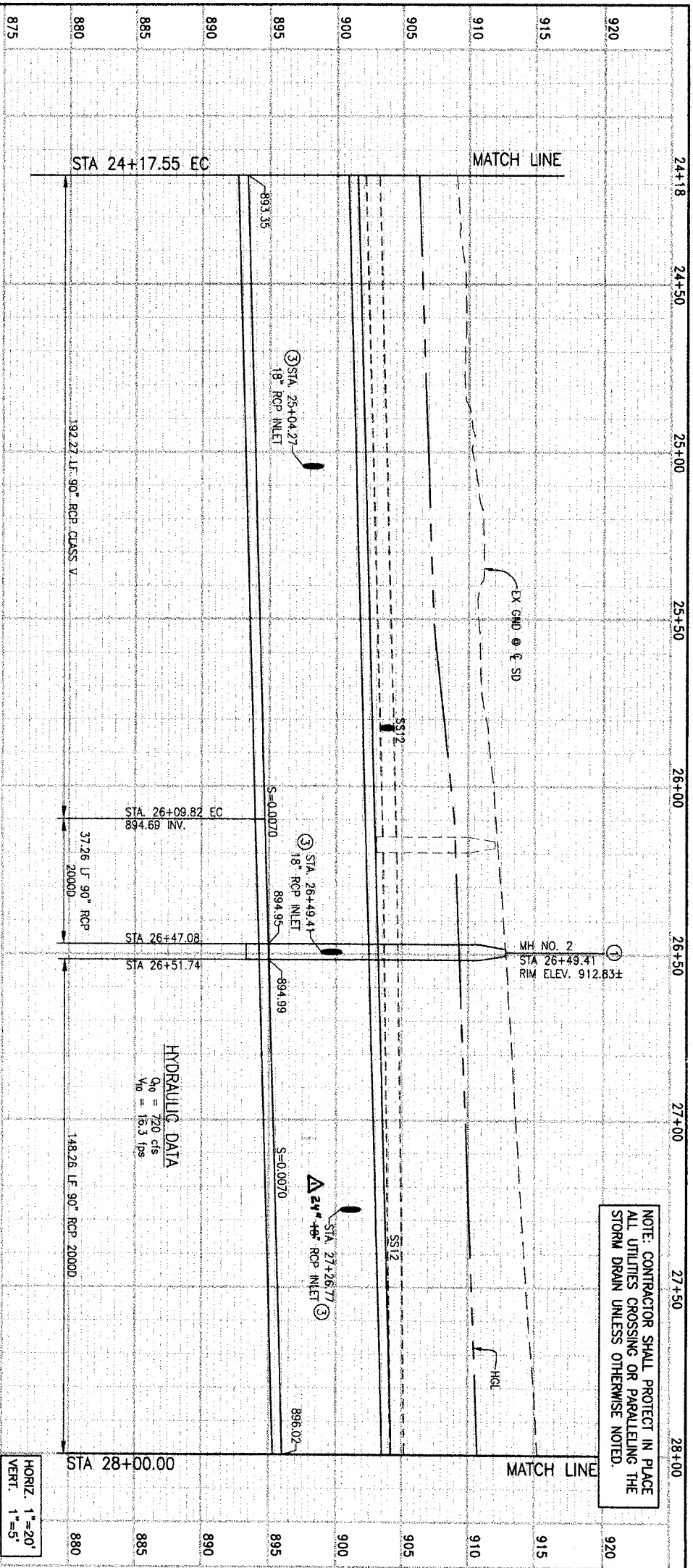
- (i) Maintain a minimum distance of at least twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.
- (ii) Wear an orange, reflectorized work wear approved by the Railroad Representative.
- (iii) Participate in a job briefing that will specify the type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

IV. Equipment

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

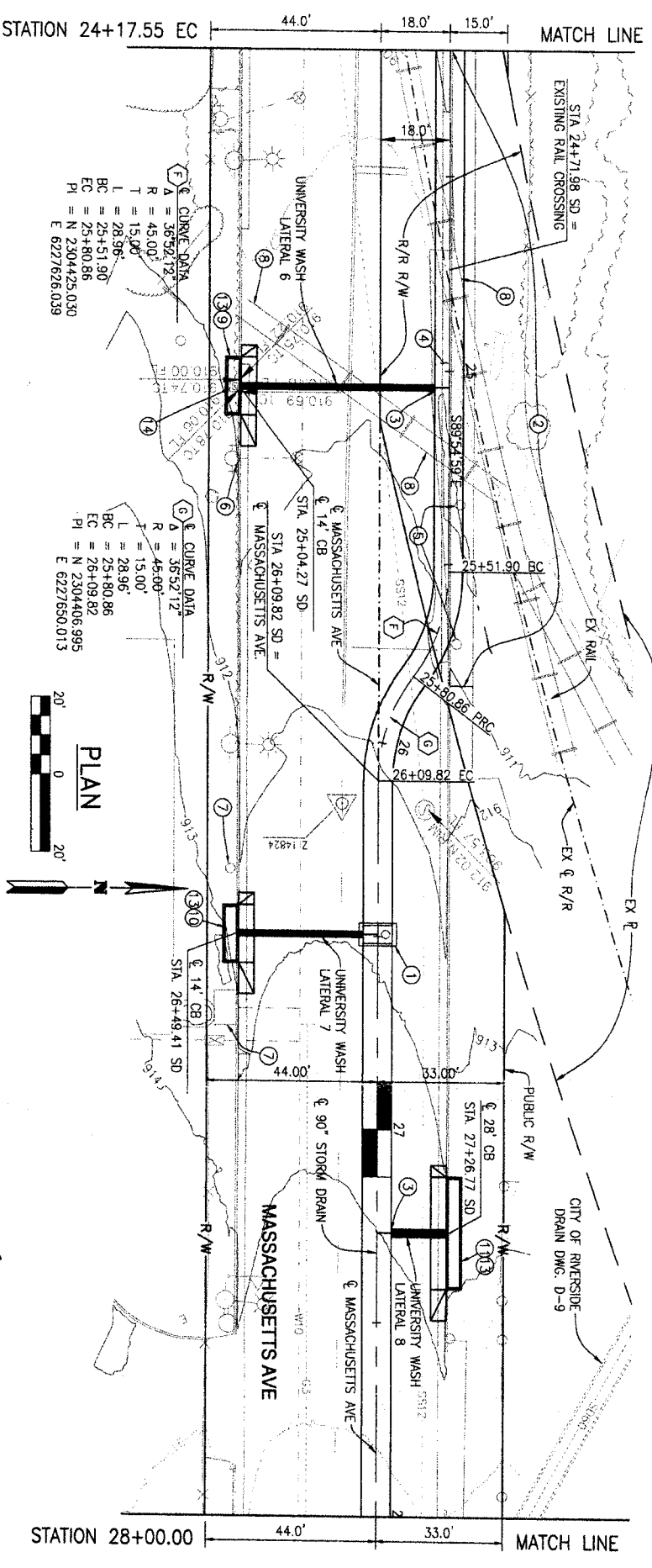
V. General Safety Requirements







- A. Licensee shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.
- B. Licensee shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.
- C. All track work performed by Licensee meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.
- D. All employees comply with the following safety procedures when working around any railroad track:
 - (i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
 - (ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
 - (iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment if the opening is less than one car length (50 feet).
 - (iv) Avoid walking or standing on a track unless so authorized by the employee in charge.
 - (v) Before stepping over or crossing tracks, look in both directions first.
 - (vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.
- E. All employees must comply with all federal and state regulations concerning workplace safety.

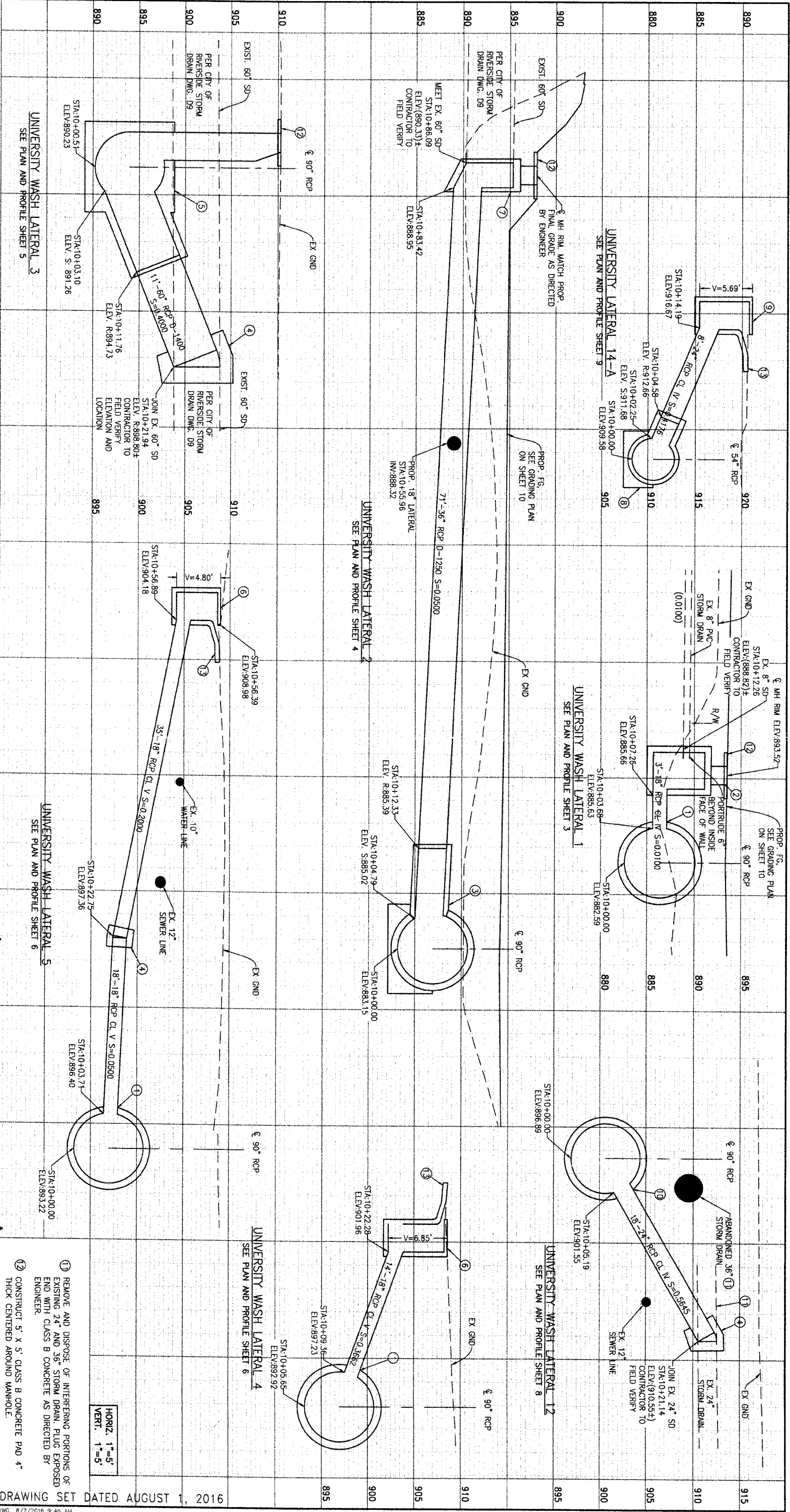


- ## NOTES

- ① CONSTRUCT MANHOLE NO. 2 PER STD. DWG. NO. MH252. D1=90", D2=90".
- ② REMOVE AND REPLACE INTERFERING PORTIONS OF AC PAVEMENT, SIDEWALK, CURB, AND GUTTER PER CITY OF RIVERSIDE STD. DWG. NO. 200, TYPE 1, 6" CF.
- ③ CONSTRUCT JS NO. 4 PER STD. DWG. NO. JS229.
- ④ AFTER INSTALLATION OF STORM DRAIN, REESTABLISH EXISTING LINE AND GRADE OF EDGE OF PAVEMENT PER PAVEMENT PLAN ON SHEET 15.
- ⑤ REMOVE, SALVAGE, AND REPLACE EXISTING SIGNS.
- ⑥ PROTECT IN PLACE FIRE HYDRANT.
- ⑦ PROTECT IN PLACE EXISTING GUY WIRE AND VAULT.
- ⑧ REMOVE INTERFERING PORTIONS OF BURIED RAILROAD TRACK.
- ⑨ CONSTRUCT CB PER CITY OF RIVERSIDE STD. NO. 405, W=14', 51'-18" RCP CL V. SEE PROFILE, SHEET 13.
- ⑩ CONSTRUCT CB PER CITY OF RIVERSIDE STD. NO. 405, W=14', 34'-18" RCP CL IV. SEE PROFILE, SHEET 12.
- ⑪ CONSTRUCT CB PER CITY OF RIVERSIDE STD. NO. 405, W=28', 14'-18" RCP CL IV. SEE PROFILE, SHEET 12.
- 12 FOR BEDDING AND PAYLINES SEE SHEET 17.
- ⑬ CONSTRUCT LOCAL DEPRESSION NO. 2 PER STD. DWG. NO. LD201.
- ⑭ REMOVE EXISTING CATCH BASIN.

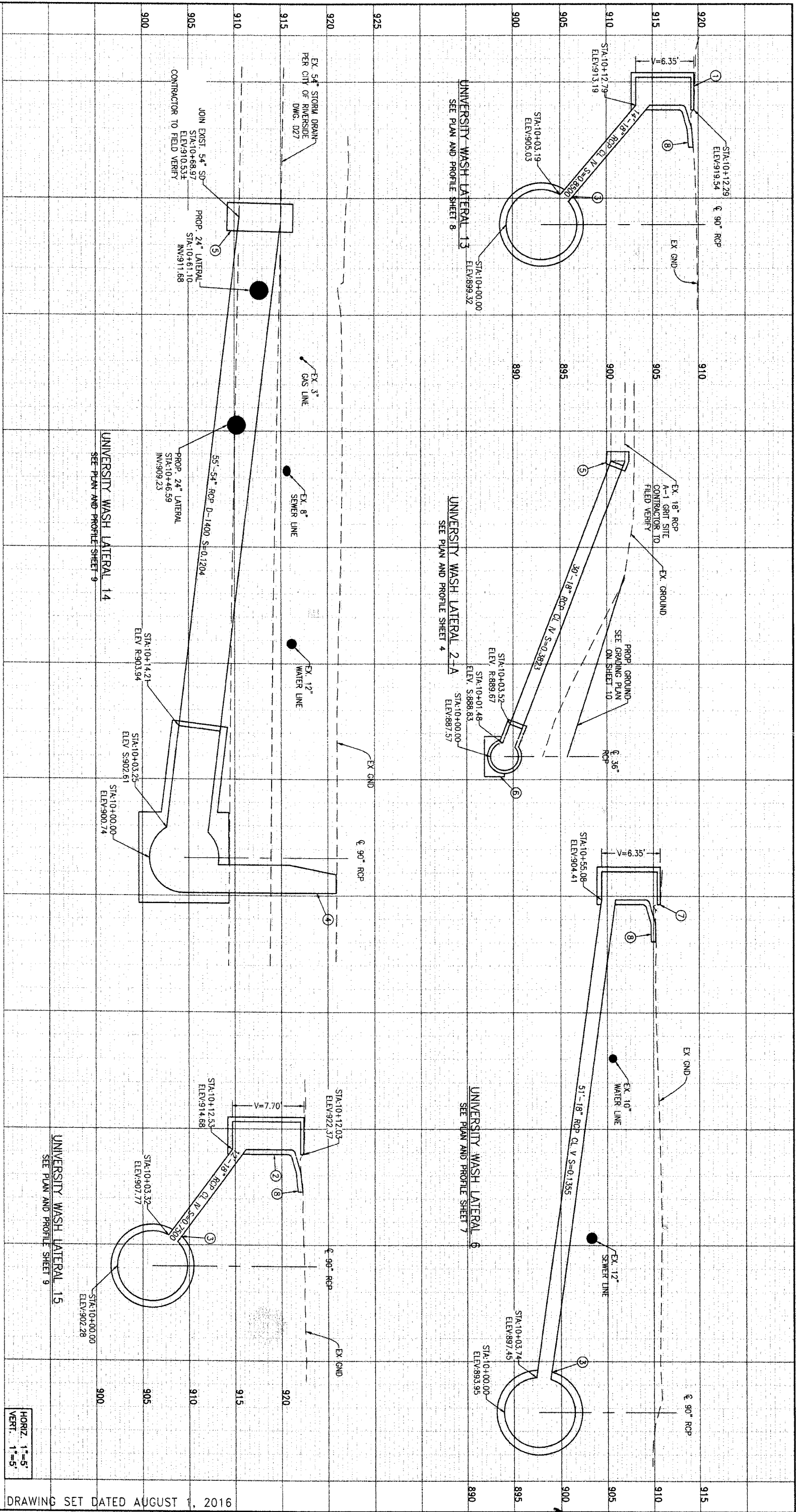


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- NOTES**
- CONSTRUCT JS NO.4 PER STD. DWG. NO. JS229, A=90°, D=18", ELEV. PER PROFILE.
 - CONSTRUCT JS NO.2 PER STD. DWG. NO. JS227, A=45°, D=36", ELEV. R AND S AS SHOWN.
 - CONSTRUCT CB PER CITY OF RIVERSIDE STD. NO. 405, W=28", D=36", C.F.=6", H= AS SHOWN.
 - CONSTRUCT CONCRETE COLLAR PER STD. DWG. NO. M803.
 - CONSTRUCT MANHOLE NO. 4 PER STD. DWG. NO. MH254, A=61°36'36", D2=60", SEE PROFILE HEREON.
 - CONSTRUCT JS NO.2 PER STD. DWG. NO. JS227, A=48°, D=24", ELEV. R AND S AS SHOWN.
 - CONSTRUCT CB PER CITY OF RIVERSIDE STD. NO. 405, W=21", D=36", C.F.=6", H= AS SHOWN.
 - CONSTRUCT JS NO.4 PER STD. DWG. NO. JS229, A=90°, D=24", ELEV. PER PROFILE.
 - REMOVE AND DISPOSE OF INTERFERING PORTIONS OF EXISTING 24" AND 36" STORM DRAIN, PLUG EXPOSED END WITH CLASS B CONCRETE AS DIRECTED BY ENGINEER.
 - CONSTRUCT 5' X 5' CLASS B CONCRETE PAD 4" THICK CENTERED AROUND MANHOLE.
- CITY OF RIVERSIDE**
DWG. D# 877
- UNIVERSITY WASH CHANNEL**
STAGE 3
- CONNECTOR PIPE PROFILE**

Don't Dig...Lined You Call USA, Toll Free 1-800-277-2600 For the location of the location Don't dig...Lined Don't dig...Lined Don't dig...Lined	APPROVED BY: WEBB ASSOCIATES ENGINEERING CONSULTANTS 3788 KINGSWAY STREET RIVERSIDE, CA 92506 PH: (951) 686-1070 FAX: (951) 786-1250 DATE: 08/01/2016	REGISTERED PROFESSIONAL ENGINEER NO. 69239 THE STATE OF CALIFORNIA	REVISIONS DESCRIPTION APPR. DATE	ENGINEER APPR. DATE	REGISTERED PROFESSIONAL ENGINEER NO. 69239 THE STATE OF CALIFORNIA	RECOMMENDED FOR APPROVAL BY: Shirley G. Gentry APPROVED BY: Shirley G. Gentry DATE: 08/01/2016	APPROVAL BY: Shirley G. Gentry DATE: 08/01/2016	PROJECT NO. 1-0-0120 DRAWING NO. 1-0714 SHEET NO. 11 OF 17
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- NOTES

 - ① CONSTRUCT CB PER CITY OF RIVERSIDE STD. NO. 405, W=28", D=36" C.F.=6", H= AS SHOWN.
 - ② CONSTRUCT CB PER CITY OF RIVERSIDE STD. NO. 405, W=7", D=36" C.F.=6", H= AS SHOWN.
 - ③ CONSTRUCT JS NO.4 PER STD. DWG. NO. JS229, A=90°, D=18", ELEV. S PER PROFILE.
 - ④ CONSTRUCT MANHOLE NO. 4 PER STD. DWG. NO. MH254
 - ⑤ CONSTRUCT CONCRETE COLLAR PER STD. DWG. NO. M803.
 - ⑥ CONSTRUCT JS NO.2 PER STD. DWG. NO. JS227, A=79°, D=18", ELEV. R AND S AS SHOWN.
 - ⑦ CONSTRUCT CB PER CITY OF RIVERSIDE STD. NO. 405, W=14", D=36" C.F.=6", H= AS SHOWN.
 - ⑧ CONSTRUCT LOCAL DEPRESSION NO. 2 PER STD. DWG. NO. LD201.
- *EXISTING UTILITIES NOTE*

IT IS THE CONTRACTOR'S RESPONSIBILITY TO POthOLE AND VERIFY LOCATION AND ELEVATION OF EXISTING UTILITIES PRIOR TO THE START OF ANY CONSTRUCTION.

Don't Dig, Until You Call USA Toll Free 1-800-227-2600

For the location of buried utility lines, Don't dig until you call.

214818

FD PK NAL, NO TAG, PLUS AT INTERSECTION OF RIVERSIDE STREET AND SPRUCE STREET.

ELEVATION 899.02

APPROVED BY: **ALBERT A. WEBB**

ENGINEERING CONSULTANTS

3708 MCCOY STREET
FALLS CHURCH, VA 22034
TEL: (561) 686-1000
FAX: (561) 788-1256

DATE: 08/01/2016

REGISTERED PROFESSIONAL ENGINEER

NO. 00238

STATE OF CALIFORNIA

REVISIONS

NO.	DESCRIPTION	APPR.	DATE
1	CHANGE PIPE SIZE		

ENGINEER

DATE: 08/01/2016

RECORDED

DATE: 08/01/2016

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

APPROVED BY: *[Signature]*

DATE: 08/01/2016

CITY OF RIVERSIDE

PUBLIC WORKS DEPARTMENT

APPROVAL BY: *[Signature]*

DATE: 08/01/2016

CITY OF RIVERSIDE

DWG. D# 877

UNIVERSITY WASH CHANNEL

STAGE 3

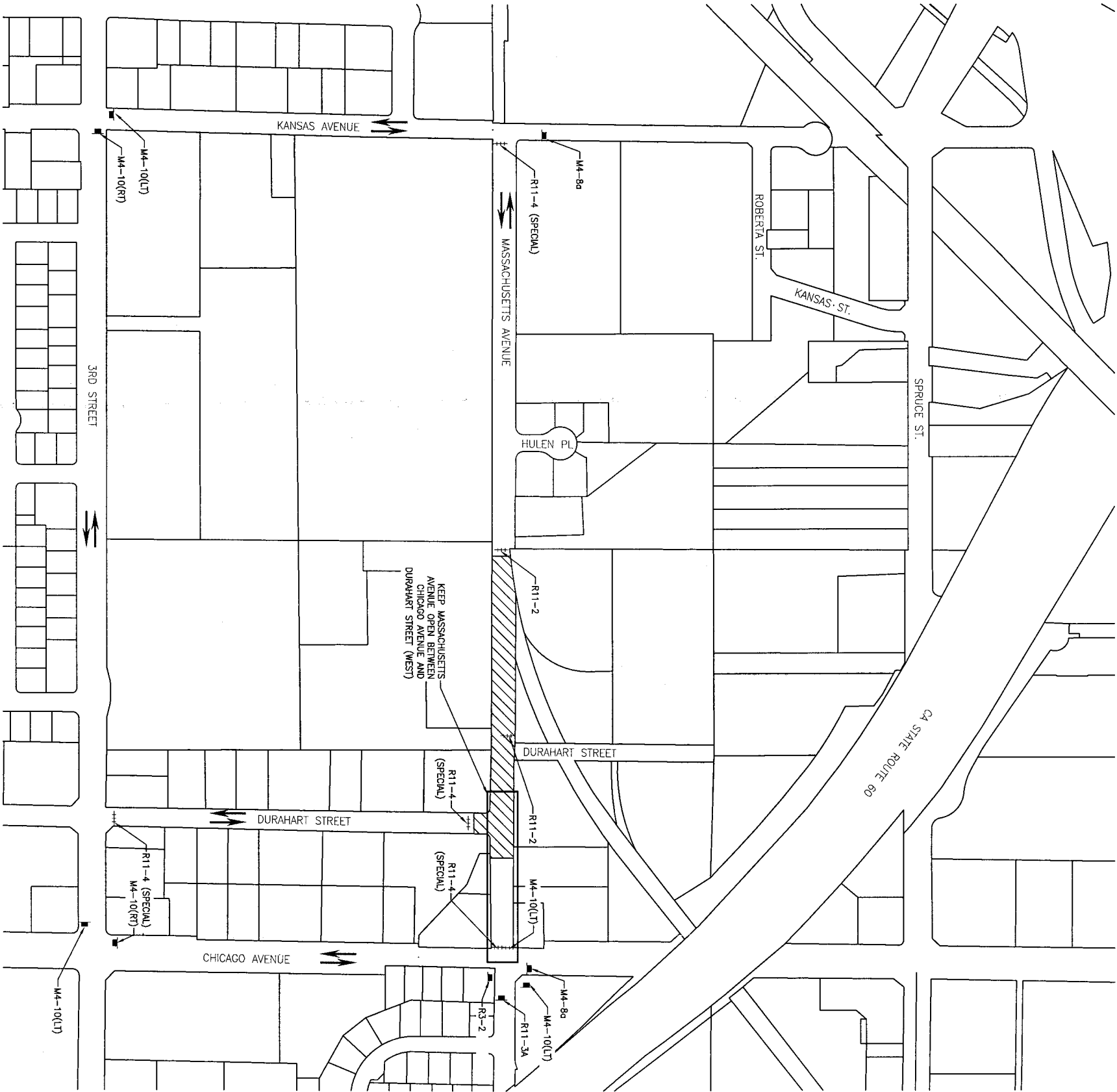
CONNECTOR PIPE PROFILE

PROJECT NO. 1-0-0120

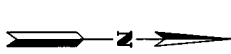
DRAWING NO. 1-0714

SHEET NO. 13 OF 17

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- LEGEND**
- CONSTRUCTION SIGN
 - +++ TYPE III BARRICADE
 - ➔ DIRECTION OF TRAVEL (NOT PAVEMENT MARKING)
 - ▨ CONSTRUCTION AREA
 - M4-8a END DETOUR
 - M4-10(RT) DETOUR (RIGHT TURN)
 - M4-10(LT) DETOUR (LEFT TURN)
 - R3-1 NO RIGHT TURN
 - R3-2 NO LEFT TURN
 - R11-2 ROAD CLOSED
 - R11-3a ROAD CLOSED AHEAD
 - R11-4 ROAD CLOSED TO THRU TRAFFIC AND "LOCAL ACCESS ONLY" SIGN UNDERNEATH IT

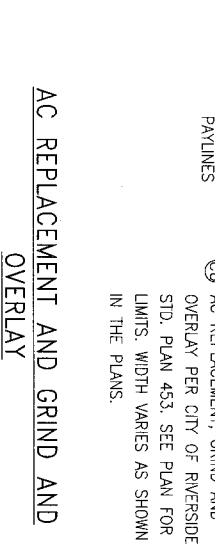
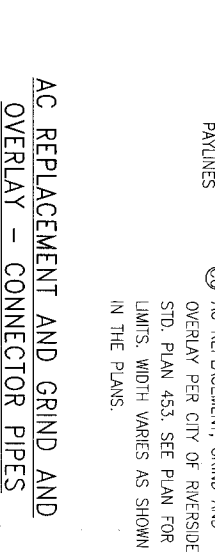
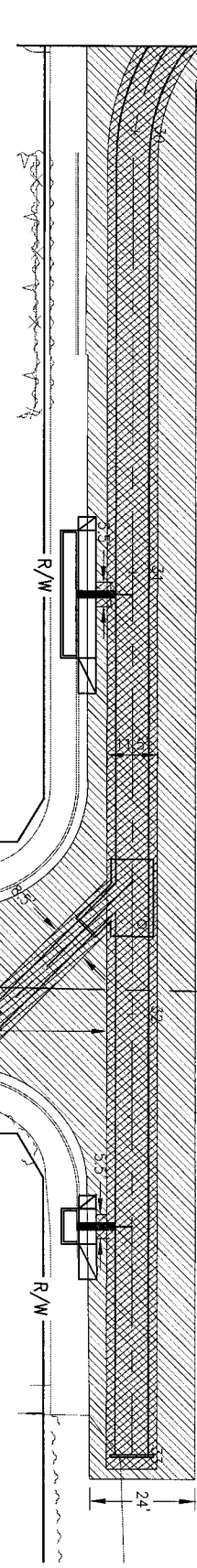
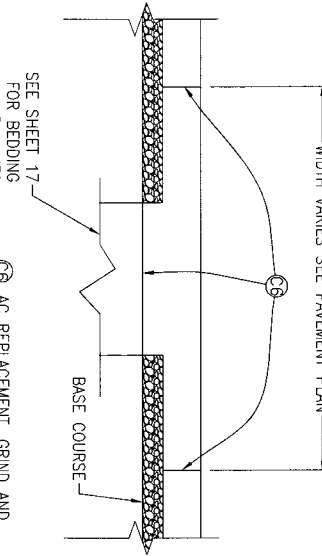
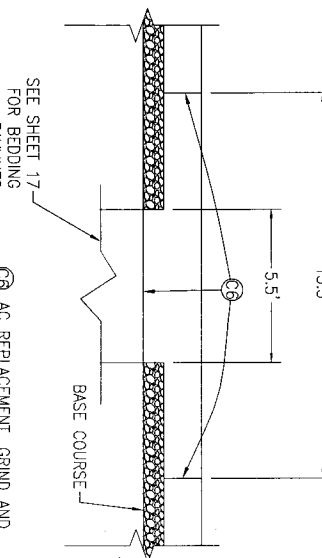
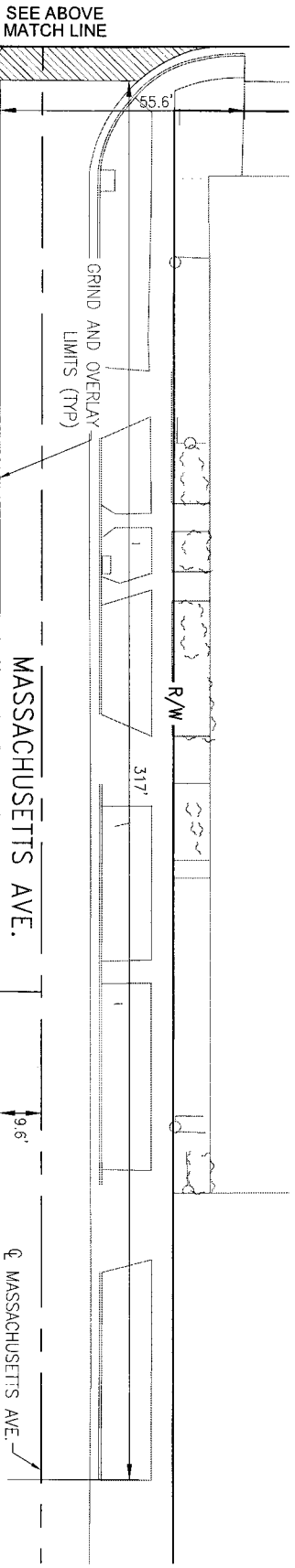
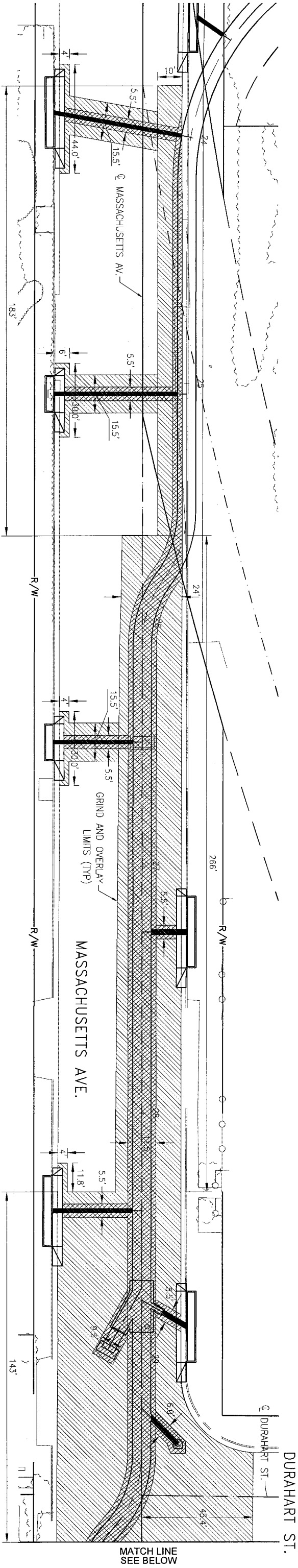


TRAFFIC CONTROL GENERAL NOTES:

1. ALL TRAFFIC CONTROL FOR CONSTRUCTION SHALL CONFORM TO THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD) ADOPTED 2012, CALTRANS SPECIFICATIONS AND STANDARD PLANS, DATED 2010, AND THE SPECIAL PROVISIONS.
2. LANE CLOSURES SHALL BE AS SHOWN ON THE PLANS OR AS DIRECTED BY THE ENGINEER.
3. ANY PAVEMENT MARKINGS AND STRIPING DAMAGED AND/OR BADLY WORN DURING CONSTRUCTION SHALL BE RESTORED TO THE ORIGINAL CONDITION AND/OR LOCATION AT THE END OF EACH CONSTRUCTION PERIOD FOR EACH STAGE.
4. IT IS THE RESPONSIBILITY OF THE CONTRACTOR PERFORMING WORK ON A PUBLIC STREET TO INSTALL AND MAINTAIN TRAFFIC CONTROL DEVICES AS SHOWN HEREON, AS WELL AS ANY SUCH ADDITIONAL DEVICES AS MAY BE REQUIRED TO INSURE THE SAFE MOVEMENT OF TRAFFIC AND PEDESTRIANS THROUGH OR AROUND THE WORK AREA. ALL TRAFFIC CONTROL DEVICES SHALL BE KEPT IN THEIR PROPER POSITION AT ALL TIMES, AND SHALL BE REPAIRED, REPLACED OR CLEANED AS NECESSARY TO PRESERVE THEIR APPEARANCE AND CONTINUITY.
5. A MINIMUM OF FIVE FEET OF CLEARANCE SHALL BE MAINTAINED BETWEEN ANY OPEN EXCAVATION AND THE ADJACENT MOVING TRAFFIC LANE. NO OPEN TRENCH ADJACENT TO A TRAFFIC LANE SHALL EXCEED 300 FEET. TEMPORARY CONCRETE BARRIER (TYPE K PER CALTRANS STANDARD PLAN T-3) SHALL BE USED WHENEVER SHOWN ON THE PLANS. THE C27(CA) "OPEN TRENCH" SIGN SHALL BE UTILIZED WHENEVER AN OPEN EXCAVATION AREA EXISTS ADJACENT TO THE TRAVEL WAY.
6. THE CONTRACTOR SHALL COORDINATE THE RELOCATION OF THE BUS ROUTES AND BUS STOPS WITH SAM WATAMACHINDA, RIVERSIDE TRANSIT AGENCY AT (951) 565-5122 THREE WEEKS IN ADVANCE OF CONSTRUCTION ACTIVITY AFFECTING BUS STOPS.
7. THE CONTRACTOR SHALL PROVIDE A SAFE AND CONTINUOUS PASSAGE OF LOCAL PEDESTRIAN AND VEHICULAR TRAFFIC AT ALL TIMES.
8. EXACT LOCATION AND TYPE OF CONSTRUCTION SIGNS(S) SHALL BE AS DIRECTED BY THE ENGINEER BASED ON TRAFFIC CONDITIONS.
9. CONSTRUCTION TRUCK TRAFFIC MERGING INTO TRAFFIC LANES SHALL BE BY USE OF FLAGGER AND APPROPRIATE SIGNAGE AS DIRECTED BY THE ENGINEER.
10. TRAFFIC CONES FOR NIGHTTIME USE SHALL HAVE 6/4 RETROREFLECTIVE SLEEVES.
11. WHERE PRACTICAL, CONTRACTOR SHALL REMOVE ALL TRAFFIC CONTROL AND TEMPORARY SIGNING UPON COMPLETION OF DAILY CONSTRUCTION, AND RESTORE SIGNING AND STRIPING TO CONDITIONS SHOWN AS EXISTING.
12. SET CALTRANS STANDARD PLANS A204 THRU A208 & A244 THRU A246 FOR STRIPING DETAILS. SEE CALTRANS STANDARD PLANS T1A, T1B, & T2 FOR TEMPORARY CRASH CUSHION ARRAYS.
13. TRAFFIC CONTROL CHANNELIZERS SHALL BE EXPOXED TO THE PAVEMENT. TRAFFIC CONTROL CONES WITH DOUBLE BASES MAY BE USED IN LIEU OF CHANNELIZERS FOR DAILY SHORT TERM (ONE WEEK MAXIMUM) CONSTRUCTION ACTIVITIES.
14. A TRAFFIC CONTROL PERMIT MUST BE OBTAINED BY THE CONTRACTOR AT LEAST 48 HOURS PRIOR TO BEGINNING WORK.
15. CONSTRUCTION ACTIVITY WITHIN THE TRAVEL WAY SHALL BE LIMITED TO THE HOURS BETWEEN 9:00 AM AND 3:00 PM. ALL EXCAVATIONS WITHIN THE AREA SHALL BE COVERED WITH STEEL PLATES FROM 3:00 PM TO 8:00 AM. SEE SPECIAL PROVISIONS FOR THE MINIMUM NUMBER OF LANES TO BE MAINTAINED OPEN. LEFT TURNS MAY BE PROHIBITED DURING INTERSECTION CONSTRUCTION AS DIRECTED BY THE ENGINEER.
16. THESE TRAFFIC CONTROL DEVICES FOR LONG TERM TRAFFIC CONTROL FOR CONSTRUCTION LIMITS SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONFORM TO SHORT TERM TRAFFIC CONTROL REQUIREMENTS IN ACCORDANCE WITH CALTRANS "MANUAL OF UNIFORM TRAFFIC CONTROLS". SHORT TERM TRAFFIC CONTROL CHANGES TO THESE PLANS DURING CONSTRUCTION SHALL BE SUBMITTED FOR REVIEW AND APPROVAL BY THE CITY OF RIVERSIDE TRAFFIC ENGINEERING DIVISION.
17. USE AND PLACEMENT OF FLASHING ARROW BOARD SIGNS(S) SHALL BE AS DIRECTED BY THE ENGINEER. ALL TRAFFIC TRANSITIONS SHALL UTILIZE ARROW BOARDS.
18. FLASHING BEACONS AND/OR WARNING LIGHTS SHALL BE USED WHERE DIRECTED BY THE ENGINEER.
19. CONTRACTOR MAY USE PREPARED REMOVABLE DETOUR STRIPING TAPE, PAVEMENT MARKINGS AND RAISED MARKERS WHERE SHORT TERM USE WILL OCCUR (24 HOURS OR LESS), OR AS SHOWN ON THE PLANS.
20. ALL TRAFFIC SIGNAL MODIFICATION WORK SHALL CONFORM TO CALTRANS STANDARD SPECIFICATIONS AND PLANS, DATED MAY 2006, AND THE SPECIAL PROVISIONS.
21. STEEL PLATES OR A MINIMUM OF 4:1 SLOPE SHALL BE MAINTAINED FOR OPEN EXCAVATIONS DURING NON-WORKING HOURS. "STEEL PLATES AHEAD" SIGNS SHALL BE PROVIDED AT ALL TIMES.
22. ALL CONFLICTING STRIPING, PAVEMENT MARKINGS, AND CURB PAINT SHALL BE REMOVED BY SANDBLASTING, BLACK-OUT METHOD IS NOT PERMITTED. ALL CONFLICTING RAISED PAVEMENT MARKERS SHALL BE REMOVED.
23. CONTRACTOR SHALL MAINTAIN ROADWAY SURFACE IN OPERABLE DRIVING CONDITION AT ALL TIMES. TEMPORARY A.C. PAVEMENT MAY BE REQUIRED IN ORDER TO MAINTAIN TEMPORARY LANES IN ACCEPTABLE CONDITION.
24. TYPE II BARRICADE MOUNTED FLASHING YELLOW LIGHTS SHALL BE PLACED ON TYPE II BARRICADES AT 200' SPACING AS SHOWN ON THE "TYPICAL CHANNELIZER DETAIL" OR AS DIRECTED BY THE ENGINEER.
25. CONTRACTOR SHALL REMOVE OR COVER ALL CONFLICTING SIGNS INCLUDING SIGNS ON THE TRAFFIC SIGNAL MAST ARMS.
26. ONLY ONE STAGE MAY BE DONE AT A TIME. COMPLETE ONE STAGE BEFORE STARTING THE NEXT.
27. CONTRACTOR SHALL COORDINATE WITH THE CITY OF RIVERSIDE TRAFFIC ENGINEERING DEPARTMENT AT (951) 826-8098 A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO WORK AFFECTING ANY TRAFFIC SIGNAL WITHIN CONSTRUCTION AREA. CONTACT CITY OF RIVERSIDE TRAFFIC ENGINEERING DEPARTMENT FOR TRAFFIC SIGNAL OPERATIONAL CHANGES WHEN TRAFFIC LOOPS ARE DAMAGED OR FOR TRAFFIC CONTROL CONDITIONS NOTED ON THE PLANS.
28. CONTRACTOR SHALL REPLACE ALL CONTRACTOR DAMAGED TRAFFIC FACILITIES INCLUDING CONDUIT, CONDUCTORS, PULL BOXES AND LOOP DETECTORS. AT LOCATIONS WHERE THE EXISTING LOOP DETECTORS WILL BE AFFECTED OR DAMAGED BY THE PROPOSED WORK, LOOPS SHALL BE REPLACED WITHIN FIVE (5) WORKING DAYS OR AS DETERMINED BY THE ENGINEER. IN LIEU OF INSTALLING TEMPORARY LOOP DETECTORS, CONTRACTOR MAY PROVIDE AND INSTALL TEMPORARY VIDEO DETECTION SYSTEM FOR THE DURATION OF CONSTRUCTION. VIDEO DETECTION SYSTEM SHALL BE COMPATIBLE WITH THE CITY'S TRAFFIC SIGNAL SYSTEM.

CITY OF RIVERSIDE
DWG. D# 877

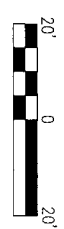
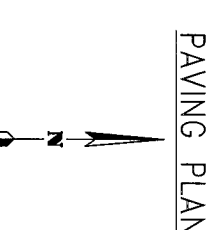
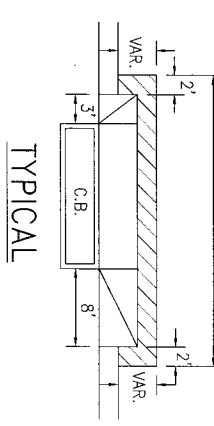
Don't Dig...Until You Call U.S.A. Toll Free 1-800-227-2800 for the location of buried utilities. Don't dig until you call.		BENCHMARK Z14818 FD BK. NAIL, NO TAG, FLUSH AT INTERSECTION OF KANSAS STREET AND SPRUCE STREET. ELEVATION 899.02		APPROVED BY: ALBERT A. WEBB ASSOCIATES ENGINEERING CONSULTANTS RIVERSIDE, CA 92506 PH. (951) 686-1070 FAX (951) 788-1256 DATE: 08/01/2016 		REVISIONS		ENGINEER		RECHECKED		RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT		CITY OF RIVERSIDE PUBLIC WORKS DEPARTMENT		UNIVERSITY WASH CHANNEL STAGE 3		PROJECT NO. 1-0-0120 DRAWING NO. 1-0714 SHEET NO. 14 OF 17	
REF.		DESCRIPTION		APPR.		DATE		APPR.		DATE		DATE: 08/01/2016		APPROVED BY:  DEPUTY DIRECTOR/CITY ENGINEER DATE: 08/01/2016		TRAFFIC CONTROL PLAN			



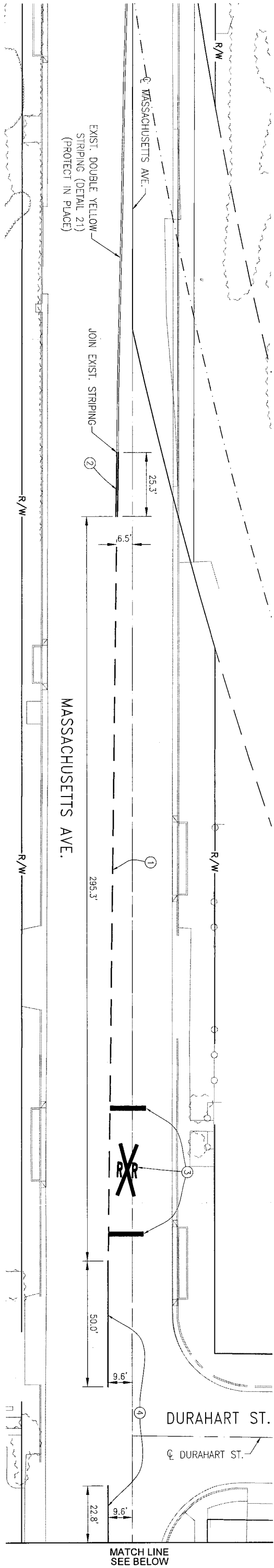
- NOTES**
1. CONCRETE IMPROVEMENTS (INCLUSIVE OF, BUT NOT LIMITED TO, CROSS CURBS, CURBS, GUTTERS, SIDEWALKS, DRIVEWAYS, CURB RAMPS, ETC.) THE ENGINEER HAS APPROVED FOR REMOVAL IN PURSUIT OF THE WORK SHALL BE REPLACED IN ACCORDANCE WITH APPLICABLE CITY OF RIVERSIDE STANDARD DRAWINGS TO THE SATISFACTION OF THE ENGINEER AND CITY, AND SHALL BE CONSIDERED FOR PAYMENT UNDER THE CONTRACT ITEM OF REPLACEMENT OF CURB & GUTTER, DRIVEWAY, AND SIDEWALK. DAMAGED OR DESTROYED CONCRETE IMPROVEMENTS NOT AUTHORIZED FOR REMOVAL BY THE ENGINEER SHALL BE REPLACED IN ACCORDANCE WITH APPLICABLE CITY OF RIVERSIDE STANDARD DRAWINGS TO THE SATISFACTION OF THE ENGINEER AND CITY, AND SHALL BE CONSIDERED FOR PAYMENT.
 2. REPLACEMENT OF DESTROYED SIDEWALK, YELLOW CENTER LINE, WHITE EDGE LINES, AND REFLECTIVE PAVEMENT PER PLANS ON SHEET 16.
 3. ALL SIGNING, STRIPING, AND PAVEMENT MARKINGS SHALL BE IN COMPLIANCE WITH SECTION 84 OF THE CALTRANS STANDARD SPECIFICATIONS (LATEST EDITION) AND ALL OTHER APPLICABLE FEDERAL, STATE, AND LOCAL LAWS.
 4. ANY TRAFFIC SIGNAL LOOPS THAT ARE IMPACTED MUST BE REPAIRED WITHIN 72 HOURS OR TEMPORARY DETECTION MUST BE IN PLACE.

NOTE: CONTRACTOR SHALL PROTECT IN PLACE ALL UTILITIES UNLESS OTHERWISE NOTED.

- LEGEND**
- GRIND AND OVERLAY PER CITY STD. DWG. NO. 453
 - TRENCH BOUNDARY PER CITY STD. DWG. NO. 453



Don't Dig...Until You Call U.S. Toll Free 1-800-227-2600 for the location of utilities. Don't dig! Avoid utilities. Two inches does not save you life.		BENCHMARK Z14818 FD PK. NAIL, NO TAG, FLUSH AT INTERSECTION OF KANSAS STREET AND SPRUCE STREET. ELEVATION 889.02		APPROVED BY: WEBB ASSOCIATES ENGINEERING CONSULTANTS 2000 N. GAVIN STREET RIVERSIDE, CA 92506 PH. (951) 696-1070 FAX (951) 798-1256 DATE: 08/01/2016		REGISTERED PROFESSIONAL ENGINEER JOSEPH C. CLARK NO. 08738 STATE OF CALIFORNIA		REVISIONS		ENGINEER		RECOMMENDED		RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT APPROVED BY: <i>Shadi Gargi</i> DATE: 08/01/2016		CITY OF RIVERSIDE PUBLIC WORKS DEPARTMENT APPROVAL BY: <i>Debra</i> DEPUTY DIRECTOR/CITY ENGINEER DATE: 08/01/2016		UNIVERSITY WASH CHANNEL STAGE 3 PAVING PLAN		PROJECT NO. 1-0-0120 DRAWING NO. 1-0714 SHEET NO. 15 OF 17	
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GENERAL SIGNING & STRIPING NOTES:

1. ALL MATERIAL AND WORK SHALL CONFORM TO THE LATEST EDITION OF CITY OF RIVERSIDE STANDARD PLANS, CALTRANS STANDARD PLANS, AND STANDARD SPECIFICATIONS, AND CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

2. ALL TRAFFIC STRIPES, PAVEMENT MARKINGS, AND SIGNS SHALL BE REFLECTORIZED AND IN STANDARD SIZE. ALL STRIPING AND MARKING DETAILS SHALL MATCH CALTRANS STANDARD PLANS DETAILS. STENCILS FOR PAVEMENT MARKING SHALL MATCH CALTRANS STANDARD PLANS.

3. THE CONTRACTOR SHALL REMOVE ALL CONFLICTING STRIPES, PAVEMENT MARKINGS, AND RAISED PAVEMENT MARKERS IN ACCORDANCE WITH THE PLANS AND AS DIRECTED BY THE ENGINEER. WORD OR SYMBOL PAVEMENT MARKINGS SHALL BE REMOVED BY SANDBLASTING OR GRINDING A RECTANGULAR AREA COVERING THE WHOLE MARKING.

4. ALL CROSSELS SHALL HAVE 10 FEET IN BETWEEN THE 12-INCH WHITE OR YELLOW STRIPES.
5. ALL DOUBLE YELLOW STRIPES SHALL HAVE 3-INCH PAINTED BLACK LINE SEPARATING THE YELLOW STRIPES.

6. THE CONTRACTOR SHALL FURNISH AND INSTALL ALL TRAFFIC STRIPES, RAISED PAVEMENT MARKERS (RPMs), PAVEMENT MARKINGS, AND SIGNS IN ACCORDANCE WITH THE PLANS AND AS DIRECTED BY THE ENGINEER.
7. ALL PAVEMENT MARKINGS INCLUDING CROSSELS, LIMIT LINES, AND STOP BARS SHALL BE APPLIED WITH THERMOPLASTIC MATERIAL. ALL OTHER TRAFFIC STRIPES SHALL BE PAINTED IN TWO COATS.

8. ALL RAISED PAVEMENT MARKERS SHALL BE INSTALLED WITHIN SEVEN WORKING DAYS OF ROADWAY STRIPING. ALL EXISTING RAISED PAVEMENT MARKERS WITHIN THE PROJECT AREA SHALL BE REPLACED IN KIND OR REMOVED IN ACCORDANCE WITH THE PLANS, OR AS DIRECTED BY THE ENGINEER.

9. THE CONTRACTOR SHALL INSTALL STANDARD SIZE SIGN PANEL ON 2" SQUARE PERFORATED STEEL TUBE POST WITH TWO PIECE ANCHOR AND SLEEVE, FASTENED WITH 3/8" RIVETS WITH STAINLESS STEEL WASHERS, UNLESS OTHERWISE NOTED. THE EXACT LOCATION OF ALL SIGNS SHALL BE DETERMINED IN THE FIELD BY THE ENGINEER.

10. THE CONTRACTOR SHALL REMOVE SIGNS IN ACCORDANCE WITH THE PLANS AND AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL DELIVER REMOVED SIGNS TO THE COUNTY YARD OR AS DIRECTED BY THE ENGINEER.

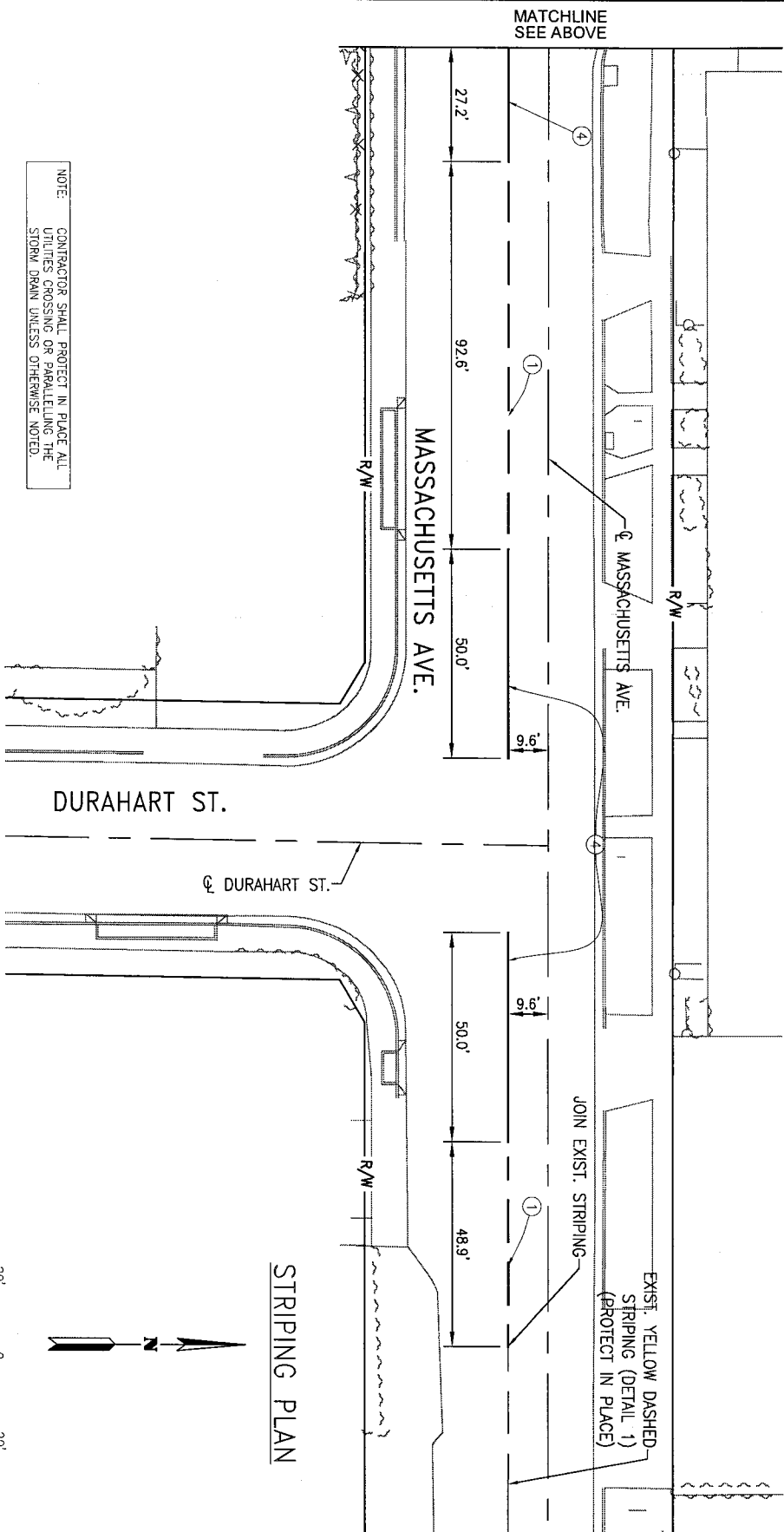
CONSTRUCTION NOTES

- ① PAINT 4" DASHED YELLOW LANELINE PER CALTRANS PLANS, PLAN NO. A20A, DETAIL 1.

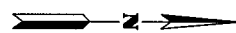
- ② PAINT 4" DOUBLE SOLID YELLOW LANELINE PER CALTRANS PLANS, PLAN NO. A20A, DETAIL 21.

- ③ APPLY THERMOPLASTIC PAVEMENT RAILROAD CROSSING SYMBOL PER CALTRANS STANDARD PLANS, PLAN NO. A24B.

- ④ PAINT 4" SOLID YELLOW LANELINE

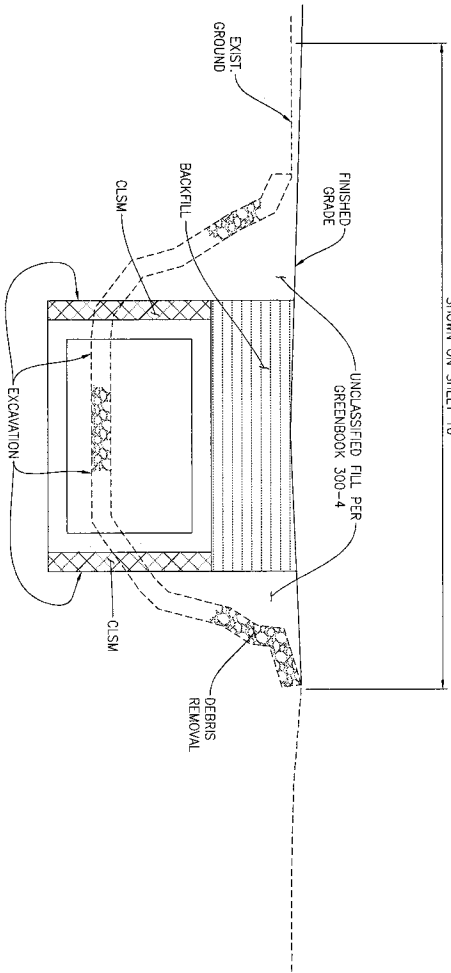


NOTE: CONTRACTOR SHALL PROTECT IN PLACE ALL UTILITIES CROSSING OR PARALLELING THE STORM DRAIN UNLESS OTHERWISE NOTED.



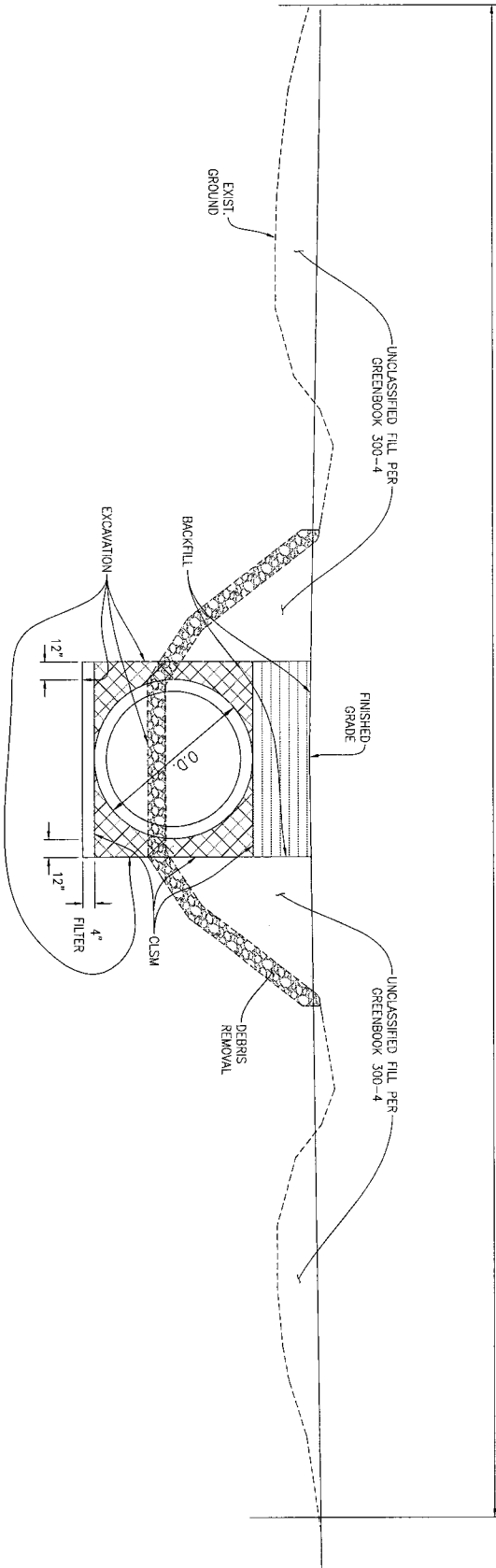
Don't Dig...Until You Call U.S.A. Toll Free 1-800-227-2800 for the location of buried utility lines. Don't dig and services. THE WORKING DAYS BEFORE YOU DIG		BENCHMARK Z14818 FD PK NAIL, NO TAG, FLUSH AT INTERSECTION OF KANSAS STREET AND SPRUCE STREET. ELEVATION 899.02		APPROVED BY: ALBERT A. WEBB ASSOCIATES ENGINEERING CONSULTANTS 2708 ROCKAWAY STREET SAN JOSE, CA 95131 PH (951) 686-1070 FAX (951) 788-1256 DATE: 08/01/2016		REGISTERED PROFESSIONAL ENGINEER JOSEPH C. CALVERT No. 08729 STATE OF CALIFORNIA		REVISIONS		ENGINEER		PROJECT/AMCO		RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT RECOMMENDED FOR APPROVAL BY: <i>Shirley M. Coughlin</i> DATE: 08/01/2016		APPROVED BY: <i>Albert A. Webb</i> DATE: 08/01/2016		CITY OF RIVERSIDE PUBLIC WORKS OF DEPARTMENT APPROVAL BY: <i>Deputy Director/CITY ENGINEER</i> DATE: 08/01/2016		UNIVERSITY WASH CHANNEL STAGE 3 STRIPING PLAN		PROJECT NO. 1-0-0120 DRAWING NO. 1-0714 SHEET NO. 16 OF 17	
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DAYLIGHT LIMITS OF GRADING
SHOWN ON SHEET 10



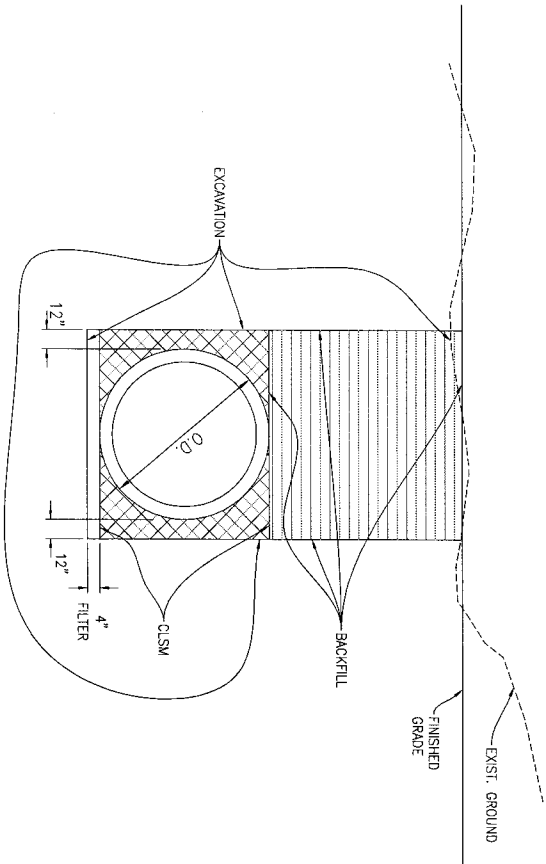
PAYLINES
TYPICAL FROM STA 7+56.61 TO STA 7+91.63

DAYLIGHT LIMITS OF GRADING
SHOWN ON SHEET 10

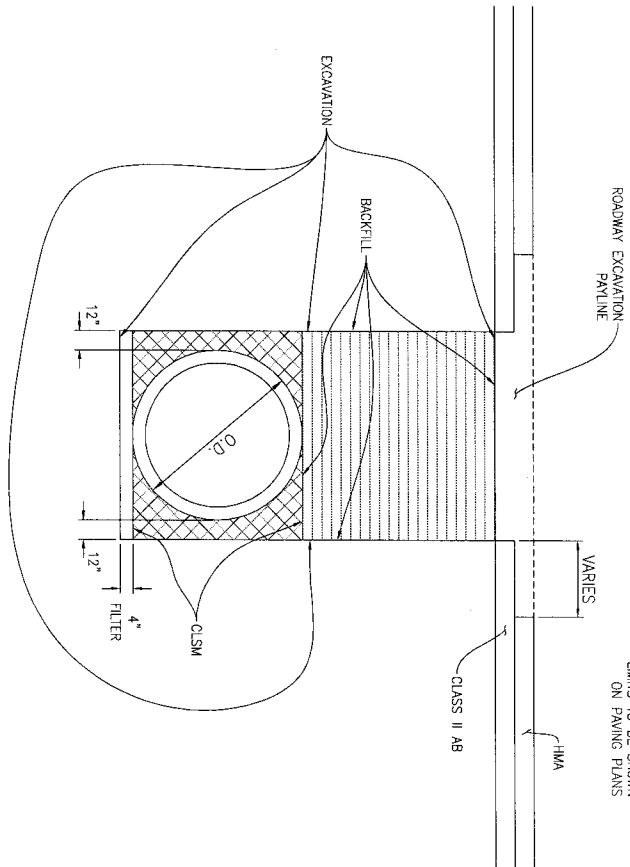


PAYLINES
TYPICAL FROM STA 7+91.63 TO STA 14+75

- LEGEND**
- BACKFILL
 - DEBRIS REMOVAL
 - CLSM



PAYLINES
TYPICAL FROM STA 17+00 TO STA 23+20



PAYLINES
TYPICAL FROM STA 23+20 TO STA 33+00

Don't Dig...Until You Call U.S. Toll Free
1-800-227-2600
for the location
of buried
utility lines.
Don't dig until
you get the
right services.

BENCHMARK
Z14818
FD PK NAIL, NO TAG,
FLUSH AT INTERSECTION OF
KANSAS STREET AND
SPRUCE STREET.
ELEVATION 889.02

APPROVED BY:
WEBB
A. L. B. E. R. T.
ASSOCIATES
ENGINEERING CONSULTANTS
DIVISION NO. 32506
PH. (951) 686-1070
FAX (951) 788-1256
DATE: 08/01/2016
REGISTERED PROFESSIONAL ENGINEER
JOSEPH S. CLAWSON
NO. 62738
STATE OF CALIFORNIA

REVISIONS		ENGINEER		CHECKED	
NO.	DESCRIPTION	DATE	DATE	DATE	DATE

RIVERSIDE COUNTY FLOOD CONTROL
AND
WATER CONSERVATION DISTRICT
RECOMMENDED FOR APPROVAL BY:
Shirley C. Gentry
DATE: 08/01/2016
APPROVED BY:
Mark C. Gentry
DATE: 08/01/2016

CITY OF RIVERSIDE
PUBLIC WORKS DEPARTMENT
APPROVAL BY:
Debra
DEPUTY DIRECTOR/CITY ENGINEER
DATE: 08/01/2016

UNIVERSITY WASH CHANNEL
STAGE 3
BEDDING AND PAYLINE SECTIONS
PROJECT NO.
1-0-0120
DRAWING NO.
1-0714
SHEET NO.
17 OF 17