



City Council Staff Report

November 5, 2008

CONSENT CALENDAR

Subject: APPROVAL OF A SUPPLEMENTAL AGREEMENT WITH THE UNION PACIFIC RAILROAD COMPANY FOR THE GENE AUTRY TRAIL (PALM DRIVE) OVERPASS GRADE SEPARATION CROSSING

From: David H. Ready, City Manager

Initiated by: Public Works and Engineering Department

SUMMARY

Approval of the Supplemental Agreement with the Union Pacific Railroad Company (UPRR) is necessary in order to construct the proposed Gene Autry Trail Bridge Widening (City Project 01-04).

RECOMMENDATION:

- 1) Adopt Resolution No. _____ "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, CALIFORNIA APPROVING A SUPPLEMENTAL AGREEMENT WITH THE UNION PACIFIC RAILROAD COMPANY FOR AN EXISTING GRADE SEPARATION CROSSING IMPROVEMENT, UPRR FOLDER NO. 2442-59, UPRR AUDIT NO. S049338;" and
- 2) Authorize the City Manager to execute all necessary documents.

STAFF ANALYSIS:

The City intends to widen the existing Gene Autry Trail bridge over the Union Pacific Railroad (UPRR) from a 2 lane to a 6 lane bridge, with widening to occur along the east side of the bridge, and to widen Gene Autry Trail from 2 to 6 lanes between the UPRR bridge and Salvia Road/Micro Place. This project is the second of three projects to widen Gene Autry Trail between Vista Chino and Interstate 10. The first, the Gene Autry Trail widening was recently completed and widened Gene Autry Trail from 2 to 4 lanes between Vista Chino through the Whitewater River. Currently, the road transitions to 2 lanes at the bottom of the south bridge embankment of the UPRR bridge.

ITEM NO. 26

The third and final project is the widening of the Gene Autry Trail/Interstate 10 Interchange, a project being processed by Riverside County as the CEQA lead agency. The widening of the Gene Autry Trail/Interstate 10 Interchange includes extending the full 6 lane width of Gene Autry Trail across Interstate 10, and various new on-ramp and off-ramp configurations that will greatly improve the overall capacity of the Interchange. The I-10 Interchange project is in the final design and right-of-way acquisition phase, with an expectation that construction will begin in August 2009.

The original UPRR bridge was constructed by Caltrans for Riverside County in 1967. At that time, it was necessary for the County to acquire rights to construct the grade separation over the Southern Pacific Railroad right-of-way (Southern Pacific Railroad was acquired by UPRR in 1996). An existing agreement between Riverside County and UPRR, approved February 6, 1967, granted the County right-of-way for the grade separation and embankments, and authorization to construct and maintain the bridge crossing. Upon annexation of this area to the City of Palm Springs in 1991, the City acquired the rights authorized by the agreement between the County and UPRR.

In order to construct the widened bridge and embankments within UPRR right-of-way, the City was required to first submit the detailed plans and specifications for the widening to UPRR for approval. UPRR's approval of our project is demonstrated through a Supplemental Agreement to the existing railroad agreement from 1967, and identifies certain obligations:

1. The UPRR will furnish all labor, material, equipment and supervision for inspection, engineering and railroad flagging for work occurring on, over and near the railroad tracks;
2. The City will reimburse UPRR for all costs involved with inspection, engineering and railroad flagging, estimated at \$160,000;
3. The City's contractor is required to execute a Right of Entry Agreement with UPRR which includes certain insurance coverage in excess of City requirements;
4. The City will continue to maintain the new grade separation bridge widening and embankments (including graffiti removal above and below the bridge);
5. The UPRR will continue to maintain its facilities;
6. The City will pay UPRR a one-time \$1,000 administrative fee upon approval of the agreement

Approval of the supplemental agreement with UPRR is necessary for the City to construct the planned widening of the existing bridge crossing.

FISCAL IMPACT:

The City received a federal Surface Transportation Program (STP) grant of \$4,038,000 for 70% of the construction costs of this project. The City's local share of this project will be funded with Regional and Local Measure A funds. The immediate cost associated with approval of the Supplemental Agreement is a one-time \$1,000 administrative fee payable to UPRR, to be paid from Regional Measure A account 134-4497-50214 (Gene Autry RR Bridge).

Submitted:

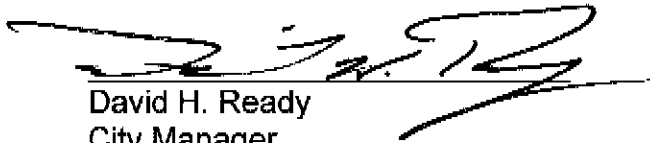


David J. Barakian
Director of Public Works/City Engineer



Thomas J. Wilson
Assistant City Manager

Approved:



David H. Ready
City Manager

ATTACHMENTS:

1. Supplement Agreement
2. Resolution

ATTACHMENT 1
SUPPLEMENT AGREEMENT



UPRR Folder No.: 2442-59

UPRR Audit No. S049338

SUPPLEMENTAL AGREEMENT
(EXISTING GRADE SEPARATION CROSSING IMPROVEMENT)

THIS SUPPLEMENTAL AGREEMENT is made as of the _____ day of _____, 200__, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, or its predecessor in interest, ("Railroad") and the **CITY OF PALMS SPRINGS**, a(n) municipal corporation of the State of California with a mailing address at 3200 East Tahquitz Canyon Way, Palm Springs, CA 92262 ("City").

RECITALS:

By instrument dated February 6, 1967, the parties hereto or their predecessors in interest (if any), entered into a *Public Road Crossing Agreement* (herein the "Original Agreement") identified as Railroad's Folder No. 2442-59, Audit No. S049338, covering the construction, maintenance and use of the new Gene Autry Trail (Palm Drive) Overpass grade separation crossing, (DOT No. 760-701K), located at Railroad Mile Post 591.00 on its Yuma Subdivision near Salvia (Palm Springs), Riverside County, California (the "Roadway").

The City has requested from the Railroad approval to improve the Roadway as located on the Railroad Location Print marked **Exhibit A** and as specified on the Detailed Prints collectively marked **Exhibit A-1**, each attached hereto and made a part hereof. The Railroad is agreeable to the improvement of the Roadway, but solely upon terms and conditions hereinafter set forth.

AGREEMENT:

NOW THEREFORE, in consideration of the premises and of the promises and conditions hereinafter set forth, the parties hereto agree as follows:

SECTION 1.

The exhibits below are attached hereto and hereby made a part hereof.

Exhibit A	Railroad Location Print
Exhibit A-1	Detailed Prints
Exhibit B	Railroad's Engineering & Flagging Estimate
Exhibit C	Railroad Relations
Exhibit D	Railroad Form of Contractor's Right of Entry Agreement

SECTION 2.

The Railroad shall furnish all labor, material, equipment and supervision for:

- Inspection;

05



- Engineering, and
- Flagging,

all at the intersection of the Railroad's Yuma Subdivision with Gene Autry Trail (Palm Drive) Overpass at the location heretofore described, as shown generally on Railroad's Location Print and Detailed Prints respectively marked **Exhibit A** and **Exhibit A-1**, each hereto attached and hereby made a part hereof.

SECTION 3.

- A. The work to be performed by the Railroad, at the City's sole cost and expense, is described in the Railroad's Engineering & Flagging Estimate dated March 18, 2008, in the amount of \$160,000.00, marked **Exhibit B**, attached hereto and hereby made a part hereof (the "Estimate").
- B. The Railroad, if it so elects, may recalculate and update the Estimate submitted to the City in the event the City 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 City agrees to reimburse 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, actual costs of preliminary engineering review, construction inspection, procurement of materials, equipment rental, manpower and deliveries to the job site and all of the Railroad's normal and customary additives (which shall include direct and indirect overhead costs) associated therewith.

SECTION 4.

Railroad shall submit all bills to City for payment of work performed by Railroad on the basis of items set forth herein and shall submit its final bill on the same basis to cover the actual cost of items of work performed by Railroad or by contract. City agrees to pay Railroad the cost of such work within thirty (30) days of receipt of such bills from Railroad.

All work to be done hereunder by Railroad shall be done by Railroad's employees working under Railroad Labor Agreements on a force account basis or by contract, and shall be subject to all applicable provisions of Title 23, Code of Federal Regulations, as amended, hereinafter referred to as 23 CFR. All applicable portions of 23 CFR 140 I and 646 are by reference incorporated herein and made a part hereof.

SECTION 5.

The parties hereto agree that the construction of said Structure is deemed to be of no benefit to the Railroad pursuant to 23 CFR 646.210 (b) (2). Therefore, the Railroad will not be required to contribute to the cost of the Project.

SECTION 6.

All work contemplated in this Agreement shall be performed in a good and workmanlike manner to the satisfaction of the parties hereto and each portion shall be promptly commenced by the party obligated to do the same and thereafter diligently prosecuted to conclusion in its logical order and sequence.



Notwithstanding any other provisions of this Agreement, City shall make no claim against Railroad for delays to the City's Contractor's operations due to delays or interference caused by Railroad in the performance of its railroad train operations at the job site.

The books, papers, records, and accounts of the parties, so far as they relate to the items of expense for labor and materials, or are in any way connected with the work herein contemplated, shall at all reasonable times be open to inspection and audit by the agents and authorized representatives of the parties hereto and of the Federal Highway Administration for a period of three years.

SECTION 7.

In the event any of the work upon property of Railroad, as herein contemplated, should be advertised for bids by City, the awarded contract shall include the provisions set forth in the Railroad Relations marked **Exhibit C**, attached hereto and made a part hereof. No work shall begin by any of the City's contractors until:

- (i) the Railroad and the City have executed this Agreement,
- (ii) the Railroad and each contractor hired by the City have executed the Contractor's Right of Entry Agreement marked **Exhibit D**, attached hereto and hereby made a part hereof,
- (iii) the Railroad has received the insurance policies, binders, certificates and/or endorsements set forth in Exhibit C of the Contractor's Right of Entry Agreement.

The insurance coverage set forth in Exhibit C of the Contractors Right of Entry Agreement shall remain in full force and effect by City's Contractor during the performance of said work upon and adjacent to Railroad's property and thereafter until Contractor removes all tools, equipment and materials from Railroad's property and cleans up the premises to a presentable condition satisfactory to Railroad.

City and its Contractor shall give the advance notice described in Section 1 of Exhibit B of the Contractor's Right of Entry Agreement to Railroad's authorized representative before commencing any work in connection with said Structure upon or adjacent to Railroad's property, and shall observe Railroad's rules and regulations with respect thereto. All work upon said Structure shall be done at such times and in such manner so as not to interfere with or endanger the operations of Railroad.

SECTION 8.

Upon completion of the reconstruction of said Structure, City, at its expense, shall maintain said Structure, highway approaches, pavement, highway drainage, lighting and all other highway facilities. Railroad, at its expense, shall maintain railroad track, railroad drainage, and all other railroad facilities.

Notwithstanding the provisions of this Section, the parties specifically agree that graffiti removal or over-painting from all component surfaces of the overall project, and including without limitation the grade separation substructure and superstructure (above and below the bridge seats), shall be the responsibility of the City in their sole and exclusive discretion, and the Railroad shall have no obligations whatsoever with regard to graffiti removal. Before entering upon the track area



of the grade separation superstructure to perform graffiti removal or over-painting, the City shall notify the Railroad sufficiently in advance and the Railroad shall provide a flagman at the City sole expense as reasonably required for the safety of workers and trains.

SECTION 9.

The City shall pay to the Railroad an administrative handling fee in the amount of **ONE THOUSAND DOLLARS (\$1,000.00)** for clerical, administrative and handling expense in connection with processing this Agreement.

SECTION 10.

- A. The City, at its expense, shall prepare, or cause to be prepared by others, the detailed plans and specifications and submit such plans and specifications to the Railroad's Assistant Vice President Engineering – Design, or his authorized representative, for review and approval. The plans and specifications shall include all appurtenances, associated drainage, shoring, sheeting and excavations for bents and/or abutments next to or adjacent to the Railroad's tracks and, if applicable, all demolition and removal plans for the existing structure.
- B. The final one hundred percent (100%) completed plans that are approved in writing by the Railroad's Assistant Vice President Engineering – Design, or his authorized representative, are hereinafter referred to as the "Plans". The Plans are hereby made a part of this Agreement by reference.
- C. No changes in the Plans shall be made unless the Railroad has consented to such changes in writing.
- D. Upon completion of the Structure, the City, at its expense, shall furnish to the Railroad two (2) sets of reproducible "as constructed" Plans of the Structure.
- E. Notwithstanding the Railroad's approval of the Plans, the Railroad shall not be responsible for the design, details, permitting or construction of the Structure.

SECTION 11.

This agreement is supplemental to the Original Agreement, as herein amended, and nothing herein contained shall be construed as amending or modifying the same except as herein specifically provided.

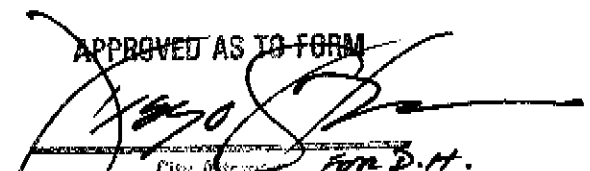
IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed as of the day and year first hereinabove written.

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

By: _____
GREGORY L. PINKER
Director Contracts

WITNESS: **CITY OF PALM SPRINGS**

_____ X _____
Title: _____

~~APPROVED AS TO FORM~~


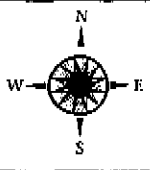
City Attorney *for D.H.*
Date _____

09

EXHIBIT A

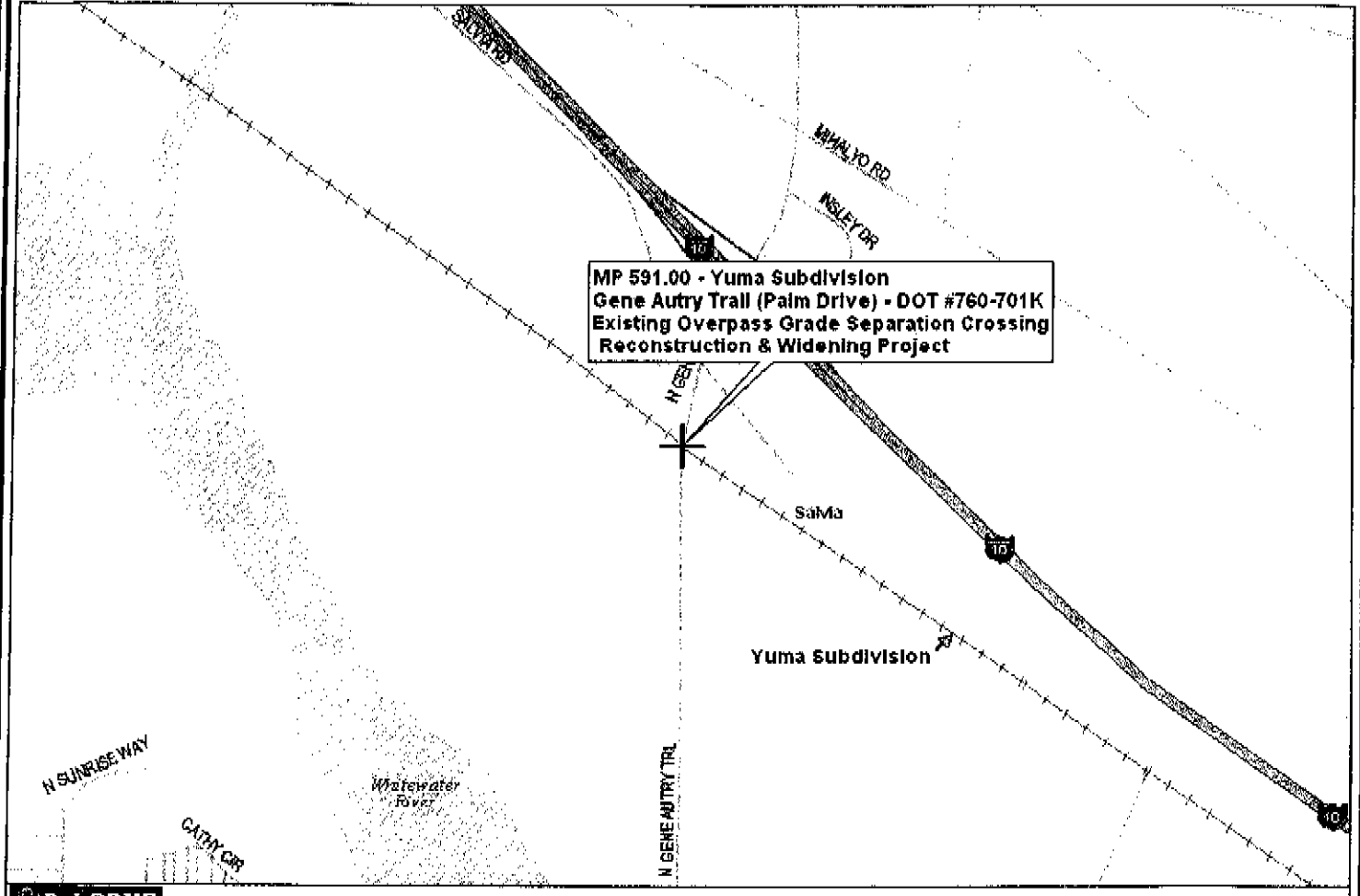
To Supplemental Agreement
(Existing Grade Separation Crossing Improvement)

Cover Sheet for the
Railroad Location Print



RAILROAD LOCATION PRINT ACCOMPANYING A CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

MP 591.00 - Yuma Subdivision
Gene Autry Trail (Palm Drive) - DOT #760-701K
Existing Overpass Grade Separation Crossing
Reconstruction & Widening Project



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www.delorme.com

★
MN (12.5° E)

0 1000 2000 ft
Data Zoom 13-0

RAILROAD WORK TO BE PERFORMED:

1. Engineering Review, Flagging & Inspection.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

YUMA SUBDIVISION
MILE POST 591.00

GPS: N 33° 52.4824', W 116° 30.3502'
near SAI VIA (PALM SPRINGS), RIVERSIDE CO., CA.

To accompany Contractor's Right of Entry Agreement with

(Name of Contractor)

for an existing overpass grade separation crossing
reconstruction and widening project.

Folder No. 2442-59

Date: April 23, 2008

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



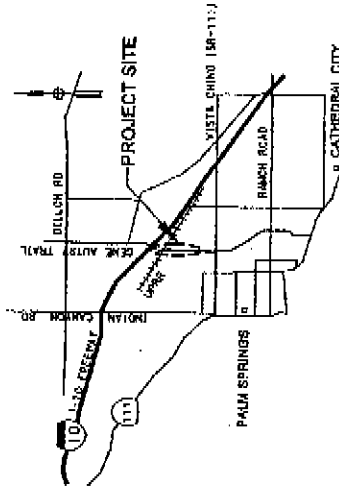
EXHIBIT A-1

To Supplemental Agreement
(Existing Grade Separation Crossing Improvement)

Cover Sheet for the
Detailed Prints



**GENE AUTRY TRAIL WIDENING - CITY PROJECT NO. 01-04
PALM SPRINGS, CALIFORNIA**



VICINITY MAP
NO SCALE

- NUMBER
- ORIGINAL GROUND
- PORTLAND CEMENT CONCRETE
- PROFILE GRADE LINE
- POINT OF INTERSECTION
- POINT OF INTERSECTING GRADES
- POINT OF REVERSE CURVE
- PROPOSED
- POINT OF VERTICAL CURVE
- POINT OF VERTICAL INTERSECTION
- POINT OF VERTICAL TANGENT
- POINTS
- REINFORCED CONCRETE PIPE
- ROAD
- RIGHT OF WAY
- SOUTHERN CALIFORNIA EDISON
- SHOULDER
- SHEET
- STAIRWAY
- STAIRWAY PLANS FOR PUBLIC WORKS CONSTRUCTION
- STREET LIGHT
- SEWER MANHOLE
- SANITARY SEWER
- STOPPING SIGHT DISTANCE
- STANDARD
- SYSTEM
- SIZEMARK
- TOP OF FOOTING
- TOP OF PAVEMENT
- TOP OF CURB
- TOP OF GRADE
- TOP OF WALL
- VARIES
- VERTICAL CURVE
- VERTICAL
- WIDTH
- WATER LINE
- WATER METER
- WATER VALVE
- WELDED WIRE FABRIC

STREET PLAN GENERAL NOTES

1. THE WORK SHALL BE DONE IN ACCORDANCE WITH THESE PLANS, THE CONTRACT CALLING STANDARD SPECIFICATIONS AND STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, MAY 2008 EDITION.
2. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN SECTION 0115 APPROXIMATE LOCATIONS ONLY, SUBJECT TO THE CONTRACTOR SHALL DETERMINE THE ACTUAL LOCATION OF ALL UTILITIES BEFORE COMMENCING THE WORK. CONTACT UNDERGROUND SERVICE SURVEY (USS) AT 1-800-221-2600 TWO BUSINESS DAYS PRIOR TO ANY EXCAVATION.
3. APPROVAL OF R.U.M.S. BY THE CITY ENGINEER DOES NOT RELIEVE THE CONTRACTOR FROM RESPONSIBILITY FOR CONDITIONS OF FORCE MAJEURE AND CONDITIONS NOT SUBMITTED TO THE CITY ENGINEER FOR APPROVAL.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AN EFFECTIVE MEANS OF EROSION CONTROL FOR ALL EXCAVATIONS TO REMAIN OPEN FOR A PERIOD DURING THE WORK. THE DRAINAGE SHALL OBTAIN PERMITS AS REQUIRED BY THE CITY OF PALM SPRINGS MUNICIPAL CODE.
5. THE CONTRACTOR SHALL OBTAIN PERMITS AS REQUIRED BY THE CITY OF PALM SPRINGS MUNICIPAL CODE, THE WORK SHALL BE DONE IN ACCORDANCE WITH CALIFORNIA BUILDING CODE, ADOPTED JAN 1997.

ABBREVIATIONS

AC	ASPHALT CONCRETE	NO.	NUMBER
AD	ANCHOR POINT	OC	ORIGINAL GROUND
BE	BEGINNING OF BRIDGE	PCC	PORTLAND CEMENT CONCRETE
B.C.	BEGINNING OF CURB	PU	PROFILE GRADE LINE
BCR	BEGINNING OF CURB RETURN	PE	POINT OF INTERSECTION
BEIN	BEGINNING OF CURB RETURN	PI, I.G.	POINT OF INTERSECTING GRADES
BF	BOTTOM OF FOOTING	PSC	POINT OF REVERSE CURVE
BOT	BOTTOM	PROP	PROPOSED
CALTRANS	CALIFORNIA TRANSPORTATION	PVC	POINT OF VERTICAL CURVE
CL, E	CENTERLINE	PTI	POINT OF VERTICAL INTERSECTION
CL	CENTERLINE	PVT	POINT OF VERTICAL TANGENT
CLB	CLASHED MISCELLANEOUS BASE	PCP	PROPOSED CONCRETE PIPE
CLC	CONCRETE	RD	ROAD
CONC	CONCRETE	R/W	RIGHT OF WAY
CONSTR	CONSTRUCTION	SC	SOUTHERN CALIFORNIA EDISON
CP	CITY OF PALM SPRINGS	SHL	SHOULDER
CUR	CURB AND OUTER	SHT.	SHEET
D	DIAMETER	STW	STAIRWAY
DIA.	DIAMETER	SL, O	STREET LIGHT
D.W.	DRAINWAY	S4, S5	SEWER MANHOLE
DW	DRAINWAY	S5	SANITARY SEWER
ED	END OF BRIDGE	S5D	STOPPING SIGHT DISTANCE
ED	END OF CURB	S5D	STAIRWAY
EO	END OF CURB RETURN	S5D	STAIRWAY
E	ELEVATION	STD.	STANDARD
E.	ELEVATION	SYS	SYSTEM
EP	EDGE OF PAVEMENT	SV	SIZEMARK
ES	EDGE OF SHOULDER	TF	TOP OF FOOTING
EW	EDGE OF TAXEL WAY	TP	TOP OF PAVEMENT
EX, EXIST'	EXISTING	TC	TOP OF CURB
EX	EXISTING	TS	TOP OF GRADE
F	FINISHED GRADE	TV	TOP OF WALL
FH, HP	FIRE HYDRANT	VAR	VARIES
FL	FLOWLINE	V.C.	VERTICAL CURVE
FL	FLOWLINE	VERT	VERTICAL
FRW	FRESEWAY	V	WIDTH
GB	GRADE BREAK	WL	WATER LINE
HORIZ	HORIZONTAL	WM	WATER METER
HW	POWER ELEVATION	WV	WATER VALVE
K	DISTANCE IN FEET REQUIRED TO ACHIEVE A 1% CHANGE IN GRADE	WF, W	WELDED WIRE FABRIC
L	LINEAL FEET		
LEN	LENGTH		
COL	LAYOUT LINE		
LET	LEFT		
LFT	LEFT		
MAX	MAXIMUM		
MBR	METAL BEAM GUIDE RAIL		
MP	MANHOLE		
MIR	MINIMUM		

REQUIRED SPECIAL INSPECTIONS	
1.	SOIL COMPLIANCE PRIOR TO FOUNDATION INSPECTION
2.	STRUCTURAL CONCRETE OVER 2500 PSI

**96% SUBMITTAL
NOVEMBER, 2007**

SHEET INDEX

ROADWAY PLANS

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- SHEET 10-11 GRADING AND DRAINAGE PLAN
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BRIDGE SECTIONS

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- SHEET 30 BRIDGE DETAILS NO.1
- SHEET 31 BRIDGE DETAILS NO.1
- SHEET 32 BRIDGE DETAILS NO.2
- SHEET 33 BRIDGE DETAILS NO.2
- SHEET 34 BRIDGE DETAILS NO.1
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- SHEET 57 BRIDGE DETAILS NO.2
- SHEET 58 BRIDGE DETAILS NO.1
- SHEET 59 BRIDGE DETAILS NO.2
- SHEET 60 BRIDGE DETAILS NO.1



IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY UNDERGROUND UTILITIES BEFORE ANY EXCAVATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITIES PRIOR TO THE COMMENCEMENT OF ANY EXCAVATION. THE TELEPHONE NUMBERS FOR THE UNDERGROUND SERVICE BUREAU AND PERTINENT UTILITY COMPANIES ARE AS FOLLOWS:

- UNDERGROUND SERVICE ALERT (800) 227-2600
- CITY OF PALM SPRINGS: (760) 323-1855
- STREETS MAINTENANCE SUPERVISOR (760) 323-1255
- CITY ENGINEER (714) 983-1864
- AT&T (760) 776-3603
- DEARBORN (760) 323-4101
- ELCART WATER AGENCY (760) 202-4242
- SOUTHERN CALIFORNIA EDISON COMPANY (760) 335-1716
- SOUTHERN CALIFORNIA GAS COMPANY (949) 473-4022
- SPRINT (760) 340-1313
- THE NUMBER CABLE (760) 325-5086
- WIDE WAREZ MOTUAL (714) 580-4005
- XEROX XEROX ENERGY PARTNERS/SFRP

PROJECT		SHEET	
NO.	DATE	NO.	DATE
		1-1	
CITY OF PALM SPRINGS, CALIFORNIA		GENE AUTRY TRAIL WIDENING	
TITLE SHEET			

CONSTRUCTION NOTES:

- 1 CONSTRUCT 5" AC OVER 10" AB PER OPS DWG. NO. 110
- 2 CONSTRUCT 3" AC OVER 3" AS PER OPS DWG. NO. 110
- 3 COLD PLANE EXISTING PAVEMENT VARIABLE THICKNESS 2" MAX
- 4 VARIABLE THICKNESS AC OVERLAY (2" MINIMUM)
- 5 CONSTRUCT TYPE A AC BASE PER CALTRANS STD PLAN AB18
- 6 CONSTRUCT SILT FENCE PER DETAIL SHEET 35-1
- 7 INSTALL 1800 TYPE 12B LAYOUT PER CALTRANS STD PLAN AT271, SEE SHEET 12.
- 8 CONSTRUCT 8" WELDED STEEL PIPE PER PROFILE
- 9 CONSTRUCT AC OVERSIDE DRAIN PER CALTRANS STD PLAN D91D
- 10 MODIFY AND RELOCATE EXISTING SAND GATE PER DETAIL DWG C-1
- 11 CONSTRUCT TYPE "D" DRAINAGE INLET PER CALTRANS STD PLAN D74B
- 12 CONSTRUCT 24" RCP 1250-03 PER PROFILE
- 13 CONSTRUCT ROCK SLOPE PROTECTION (PACING METHOD B)
- 14 CONSTRUCT FLARED END SECTIONS PER CALTRANS STD PLAN D94B
- 15 CONSTRUCT 12" AC
- 16 ADJUST STORM DRAIN VAMMOLE TO GRADE.

SURFING AND STRIPING NOTES:

- 101 INSTALL DENTURE LINE PAVEMENT MARKINGS PER CALTRANS STD. PLAN A20A DETAIL 23.
- 102 INSTALL PAVEMENT MARKING AS SHOWN PER CALTRANS STD. DWG. NO. A24C.
- 103 INSTALL MEDIAN PAVEMENT MARKERS PER CALTRANS STD. PLAN A20B DETAIL 30.
- 104 INSTALL CHANNELIZING LINE PAVEMENT MARKERS PER CALTRANS STD. PLAN A20D DETAIL 31C.
- 105 INSTALL LANE DROP PAVEMENT MARKERS PER CALTRANS STD. PLAN A20C DETAIL 31C.
- 106 INSTALL SOLID WHITE LINE PAVEMENT MARKINGS AS SHOWN IN DETAIL 'X', SHEET SH-1.
- 107 INSTALL TRAFFIC SIGN AS NOTED.
- 108 APPLY PAVEMENT MARKING AS SHOWN PER CALTRANS STD. DWG. NO. A24A AND/OR A24B.
- 109 INSTALL BLUE HYDRANT MARKERS.
- 110 INSTALL WHITE DASH LANE LINE PAVEMENT MARKERS PER CALTRANS STD. PLAN A20A DETAIL 13.
- 111 PAINT 4-INCH WHITE SOLID STRIPE PER CALTRANS STD. PLAN A20B DETAIL 27B.
- 112 INSTALL PAVEMENT MARKING AS SHOWN PER CALTRANS STD. DWG. NO. A24D.
- 113 REMOVE PAVEMENT MARKING.
- 114 INSTALL PAVEMENT ARROW PER MUTCD & CALTRANS STD. PLAN A24A.

TEMPORARY STRIPING NOTES:


- 201 PAINT 4-INCH DOUBLE YELLOW STRIPE PER CALTRANS STD. PLAN A20A DETAIL 22.
- 202 PAINT 8-INCH WHITE SOLID STRIPE PER CALTRANS STD. PLAN A20D DETAIL 34A.
- 203 PAINT 4-INCH SOLID WHITE LINE.
- 204 PAINT PAVEMENT MARKING AS SHOWN PER CALTRANS STD. DWG. NO. A24A AND/OR A24B.

REMOVAL NOTES:

- 1 REMOVE EXISTING AC PAVEMENT
- 2 REMOVE EXISTING DRAINAGE INLET
- 3 REMOVE AC BASE
- 4 REMOVE EXISTING RCP
- 5 REMOVE EXISTING RCP
- 6 REMOVE STREET LIGHT

LEGEND:

- 1 CONSTRUCTION NOTES
- 2 REMOVAL NOTES

		CITY OF PALMDALE, CALIFORNIA GENE AUSTRY TRAIL WIDENING CONSTRUCTION NOTES		SHEET CN-1 OF 1
PROJECT NO. 150114-00	CONTRACT NO. 150114-00	DATE 08/11/14	DRAWN BY JACQUES BERG	CHECKED BY MTR
DESIGNER HERRING CONSULTANTS 1000 S. GARDEN ST. SUITE 200 PALMDALE, CA 93550	CLIENT CITY OF PALMDALE	SCALE AS SHOWN	DATE 08/11/14	DRAWN BY JACQUES BERG

STANDARD PLANS DATED MAY 2008

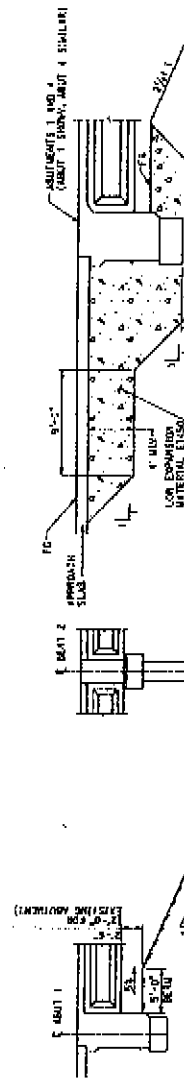
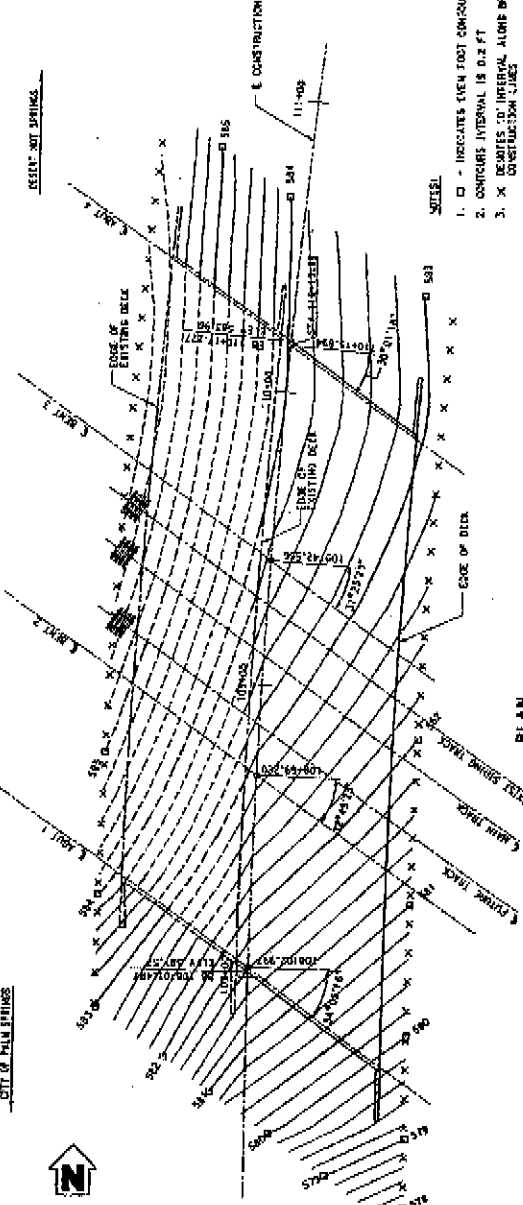
- A104 APPROVAL AND AMENDMENTS (A1)
- A105 APPROVAL AND AMENDMENTS (A2)
- A106 APPROVAL AND AMENDMENTS (A3)
- A107 APPROVAL AND AMENDMENTS (A4)
- A108 APPROVAL AND AMENDMENTS (A5)
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- A201 APPROVAL AND AMENDMENTS (A98)
- A202 APPROVAL AND AMENDMENTS (A99)
- A203 APPROVAL AND AMENDMENTS (A100)

SPREAD FOOTING DATA TABLE

LOCATION	APPROXIMATE BEARING CAPACITY (QS) (PSF)	MINIMUM BEARING RESISTANCE (QS) (KIP)
ABUTMENT 1	4.0	0.7A
PIER 1	N/A	N/A
PIER 2	4.0	0.7A
PIER 3	N/A	N/A
PIER 4	4.0	0.7A

NOTES:

- EXPANSION JOINTS WILL BE DETERMINED TO BE LOCATED AT 200 FT INTERVALS TO BE DETERMINED BY CALIFORNIA TEST METHOD 211.
- TEMPERATURE JOINT OF AN EXPANSION MATERIAL TO BE 1.0 FT FROM EDGE OF ABUTMENT FOOTING.



SECTION A-A X ENVIRONMENTAL PASSAGE WAY

NO SCALE

LIMITS OF LOW EXPANSION MATERIAL

DOWEL THRU DECK CONTROL ELEVATION	DECK CONTROL ELEVATION			
	AT ABUTMENT 1	AT PIER 1	AT PIER 2	AT ABUTMENT 4
8'-0"	511.41	508.49	507.88	512.14
8'-10"	511.41	508.49	507.88	512.14
9'-0"	511.41	508.49	507.88	512.14
9'-10"	511.41	508.49	507.88	512.14
10'-0"	511.41	508.49	507.88	512.14
10'-10"	511.41	508.49	507.88	512.14
11'-0"	511.41	508.49	507.88	512.14
11'-10"	511.41	508.49	507.88	512.14
12'-0"	511.41	508.49	507.88	512.14
12'-10"	511.41	508.49	507.88	512.14

NO SCALE

CONCRETE STRENGTH AND TYPE LIMITS

- STRUCTURAL CONCRETE, BRKOK (F500 psi at 28 Days)
- STRUCTURAL CONCRETE, SHKOC (1000 psi at 28 Days)
- STRUCTURAL CONCRETE, BRKOC FOOTING (4000 psi at 28 Days)

NO SCALE

THE CONTRACTOR SHALL VERIFY ALL CONTROLLING FIELD DIMENSIONS BEFORE ORDERING OR FABRICATING JOINT MATERIAL.

16 Exhibit A-1 Detailed Prints To Supplemental Agreement

DATE: 11/12/08
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 DESIGNED BY: [Name]
 SCALE: AS SHOWN

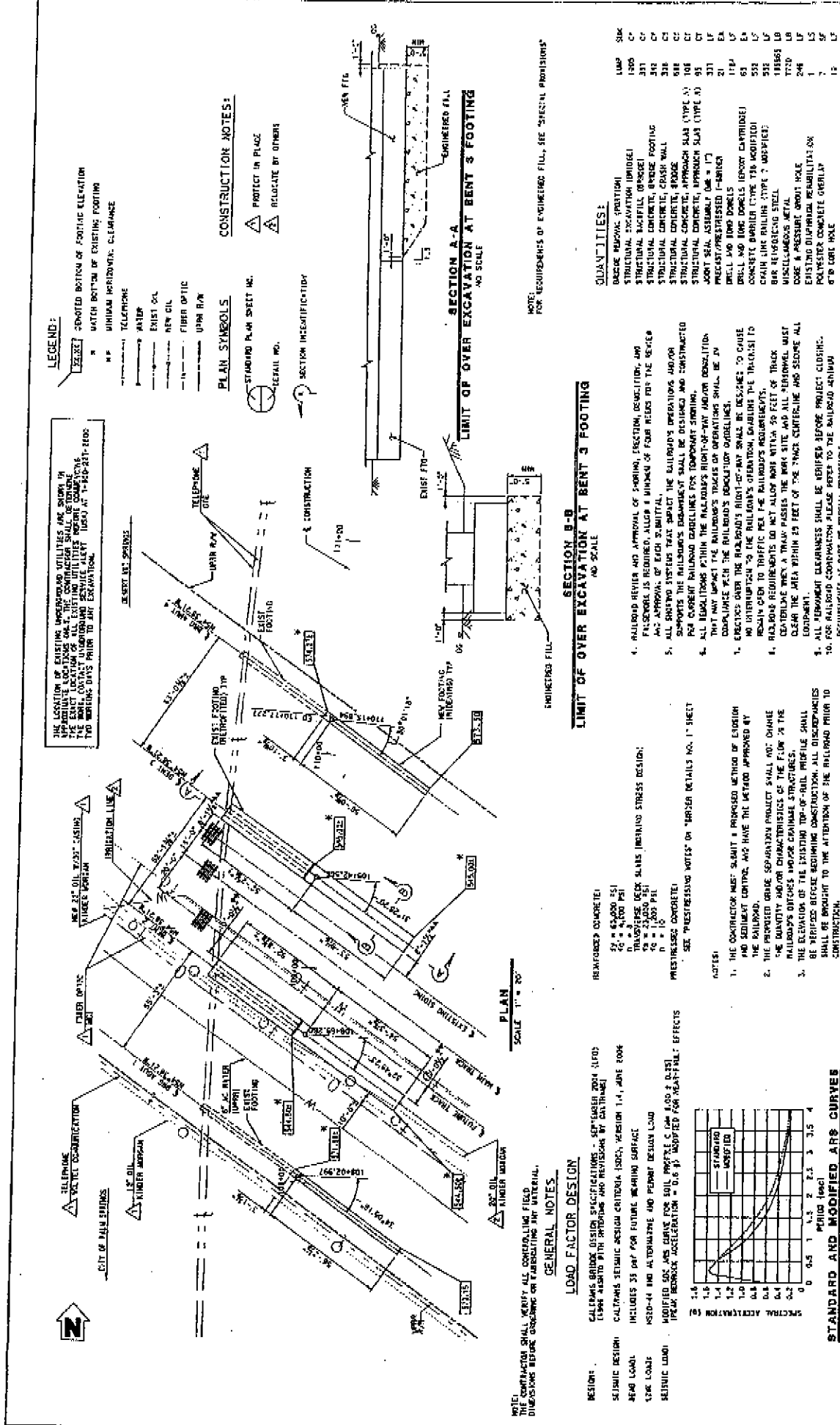
CITY OF PALM SPRINGS, CALIFORNIA
 GENE AUTRY TRAIL BRIDGE (WIDENING)
 DECK CONTOURS

DATE: 11/12/08
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 DESIGNED BY: [Name]
 SCALE: AS SHOWN

DATE: 11/12/08
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 DESIGNED BY: [Name]
 SCALE: AS SHOWN

DATE: 11/12/08
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 DESIGNED BY: [Name]
 SCALE: AS SHOWN

DATE: 11/12/08
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 DESIGNED BY: [Name]
 SCALE: AS SHOWN



LEGEND:

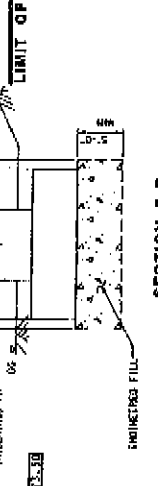
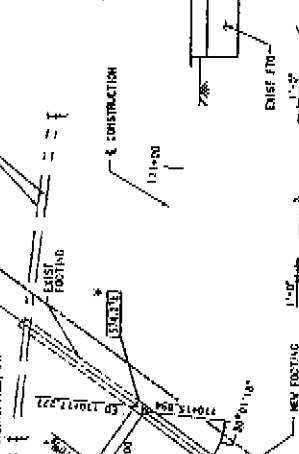
- 1. CONCRETE BOTTOM OF FOOTING ELEVATION
- 2. WATER BOTTOM OF EXISTING FOOTING
- 3. UNIFORM HORIZONTAL CLEARANCE
- 4. TELEPHONE
- 5. WATER
- 6. EXIST. GAS
- 7. NEW GAS
- 8. FIBER OPTIC
- 9. UPDM RAW

PLAN SYMBOLS

- 1. STANDARD PLAN SHEET NO.
- 2. DETAIL NO.
- 3. SECTION IDENTIFICATION

CONSTRUCTION NOTES:

- 1. PROTECT IN PLACE
- 2. RELOCATE BY OTHERS

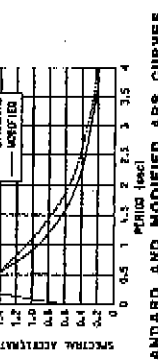


NOTE:
THE CONTRACTOR SHALL VERIFY ALL CORRELATING FIELD DIMENSIONS BEFORE COMMENCING CONSTRUCTION AND REPORT TO THE ARCHITECT.

GENERAL NOTES:

LOAD FACTOR DESIGN

- 1. CALIFORNIA SEISMIC DESIGN CRITERIA (SDCA), VERSION 1.4, JUNE 2004
- 2. INCLUDES 33 DAY FOR FUTURE WEARING SURFACE
- 3. HSE-0-44 AND ALTERNATIVE AND PERMIT DESIGN LOAD
- 4. MODIFIED SOIL CURVE FOR SOIL PROFILE C (MAY 4.00 & 0.25)
- 5. PEAK GROUND ACCELERATION = 0.6 g, MODIFIED FOR NEAR-FIELD EFFECTS



STANDARD AND MODIFIED ARS CURVES
NO SCALE

REINFORCEMENT:

- 1. REINFORCED CONCRETE
- 2. 52 # 65,000 PSI
- 3. 60 # 60,000 PSI
- 4. TRANSVERSE REINFORCING: #4 @ 12" ON CENTER
- 5. PRESTRESSING CONCRETE
- 6. SEE 'PRESTRESSING NOTES' ON 'BRIDGE DETAILS' NO. 1 SHEET

NOTES:

1. THE CONTRACTOR MUST SUBMIT A PROPOSED METHOD OF EXCAVATION AND SHIELDING CONTROL, AND HAVE THE METHOD APPROVED BY THE RAILROAD.
2. THE PROPOSED BRIDGE SEPARATION PRODUCT SHALL NOT OBTAIN THE REQUIRED STRENGTH CHARACTERISTICS OF THE FLOW OF THE RAILROAD TRACKS AND BRIDGE STRUCTURES.
3. THE ELEVATION OF THE EXISTING TOP-OF-RAIL PROFILE SHALL BE VERIFIED BEFORE COMMENCING CONSTRUCTION. ALL DIMENSIONS SHALL BE BROUGHT TO THE ATTENTION OF THE RAILROAD PRIOR TO CONSTRUCTION.

QUANTITIES:

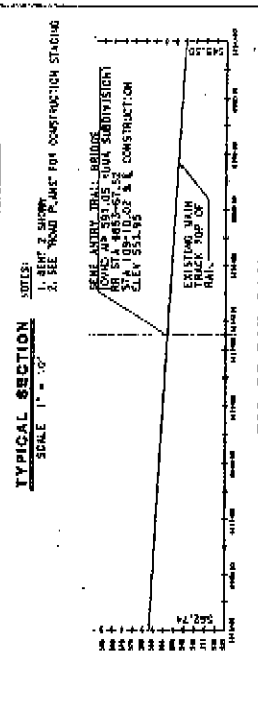
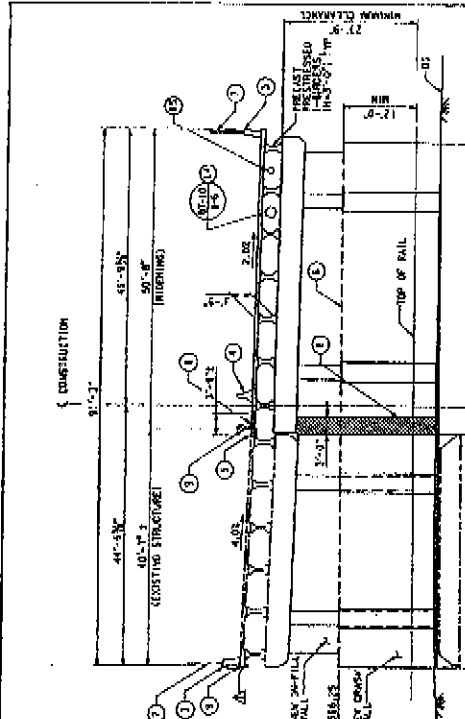
- 1. GRADE REDUCTION (PROVISION)
- 2. STRUCTURAL EXCAVATION (BRIDGE)
- 3. STRUCTURAL CONCRETE (BRIDGE)
- 4. STRUCTURAL CONCRETE (BRIDGE)
- 5. STRUCTURAL CONCRETE (BRIDGE)
- 6. STRUCTURAL CONCRETE (BRIDGE)
- 7. STRUCTURAL CONCRETE (BRIDGE)
- 8. PRECAST/PRESTRESSED (BRIDGE)
- 9. DRILL AND TEND DRILLS
- 10. DRILL AND TEND DRILLS (TENDRY)
- 11. CONCRETE BARREL (TYPE 2 MODIFIED)
- 12. CHAIN LINK RAILING (TYPE 2 MODIFIED)
- 13. BAR REINFORCING STEEL
- 14. MISCELLANEOUS METAL
- 15. CORE & PRESSURE GROUT HOLE
- 16. EXISTING DIMENSIONAL REINFORCEMENT
- 17. POLYESTER CONCRETE OVERLAY
- 18. 6" CORE HOLE

NOTE:
FOR REQUIREMENTS OF ENGINEERING FILL, SEE 'SPECIAL PROVISIONS'

PROJECT INFORMATION		APPROVED		CITY OF PALM SPRINGS, CALIFORNIA	
NO.	DATE	DESIGNED BY	CHECKED BY	APPROVED BY	SCALE
FOR ONE COMPANY					
ENGINEERING INC.					
11411 N. MICHIGAN AVE., SUITE 100					
P.O. BOX 10000, PALM SPRINGS, CA 92260					
PH: 951-852-8800 FAX: 951-852-8801					
WWW.FORONE.COM					

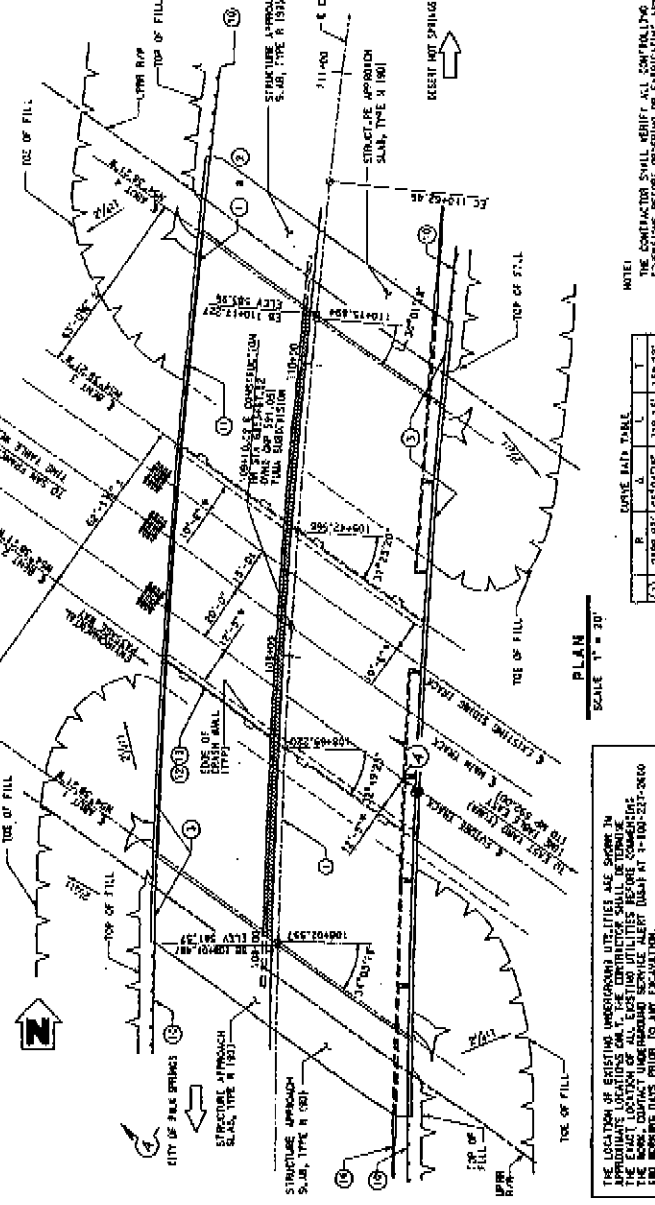
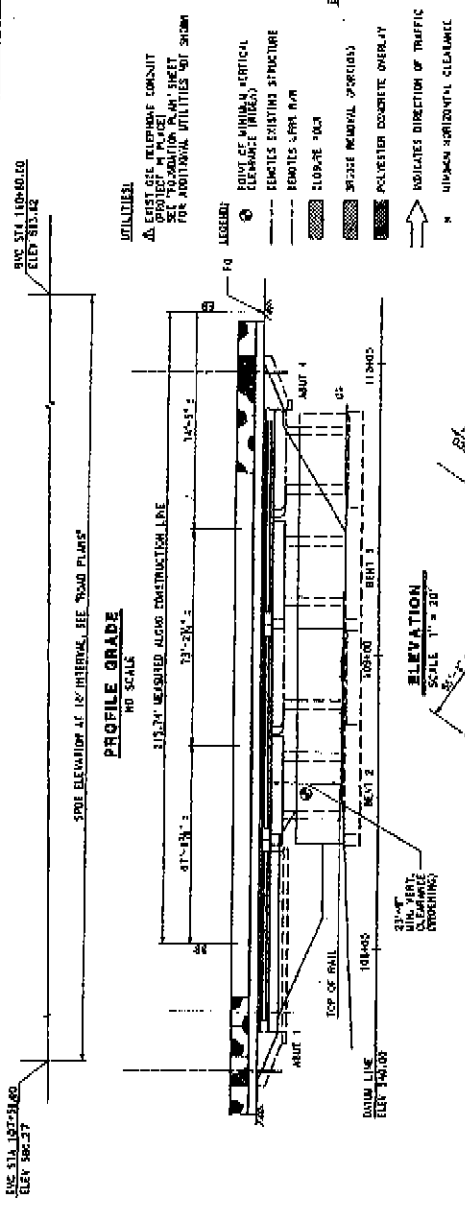
CITY OF PALM SPRINGS, CALIFORNIA
GENE UTNEY TRAIL BRIDGE (WIDENING)
FOUNDATION PLAN

ITEM	QUANTITY		UNIT	TOTAL
	NO.	SCALE		
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NOTES:
 1. SEE "ROAD PLANS" FOR CONSTRUCTION STAGING
 2. SEE "ROAD PLANS" FOR CONSTRUCTION STAGING

LEGEND:
 (A) EXISTING UTILITY LOCATIONS
 (B) NEW UTILITY LOCATIONS
 (C) EXISTING UTILITY LOCATIONS TO BE REMOVED
 (D) EXISTING UTILITY LOCATIONS TO BE DEEPENED
 (E) EXISTING UTILITY LOCATIONS TO BE SHIFTED
 (F) EXISTING UTILITY LOCATIONS TO BE EXTENDED
 (G) EXISTING UTILITY LOCATIONS TO BE RELOCATED
 (H) EXISTING UTILITY LOCATIONS TO BE ABANDONED
 (I) EXISTING UTILITY LOCATIONS TO BE RECONSTRUCTED
 (J) EXISTING UTILITY LOCATIONS TO BE REPAIRED
 (K) EXISTING UTILITY LOCATIONS TO BE MAINTAINED
 (L) EXISTING UTILITY LOCATIONS TO BE PROTECTED
 (M) EXISTING UTILITY LOCATIONS TO BE PRESERVED
 (N) EXISTING UTILITY LOCATIONS TO BE RESTORED
 (O) EXISTING UTILITY LOCATIONS TO BE REINFORCED
 (P) EXISTING UTILITY LOCATIONS TO BE STRENGTHENED
 (Q) EXISTING UTILITY LOCATIONS TO BE MODIFIED
 (R) EXISTING UTILITY LOCATIONS TO BE ADJUSTED
 (S) EXISTING UTILITY LOCATIONS TO BE REWORKED
 (T) EXISTING UTILITY LOCATIONS TO BE REFINISHED
 (U) EXISTING UTILITY LOCATIONS TO BE REUPGRADED
 (V) EXISTING UTILITY LOCATIONS TO BE REEVALUATED
 (W) EXISTING UTILITY LOCATIONS TO BE REINSPECTED
 (X) EXISTING UTILITY LOCATIONS TO BE RECALIBRATED
 (Y) EXISTING UTILITY LOCATIONS TO BE RECOMMENDED
 (Z) EXISTING UTILITY LOCATIONS TO BE RECONSIDERED
 (AA) EXISTING UTILITY LOCATIONS TO BE REAPPROVED
 (AB) EXISTING UTILITY LOCATIONS TO BE REAPPLICATED
 (AC) EXISTING UTILITY LOCATIONS TO BE REAPPLIED
 (AD) EXISTING UTILITY LOCATIONS TO BE REAPPLIED TO



NOTES:
 1. SEE "ROAD PLANS" FOR CONSTRUCTION STAGING
 2. SEE "ROAD PLANS" FOR CONSTRUCTION STAGING

LEGEND:
 (A) EXISTING UTILITY LOCATIONS
 (B) NEW UTILITY LOCATIONS
 (C) EXISTING UTILITY LOCATIONS TO BE REMOVED
 (D) EXISTING UTILITY LOCATIONS TO BE DEEPENED
 (E) EXISTING UTILITY LOCATIONS TO BE SHIFTED
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 (H) EXISTING UTILITY LOCATIONS TO BE ABANDONED
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 (Q) EXISTING UTILITY LOCATIONS TO BE MODIFIED
 (R) EXISTING UTILITY LOCATIONS TO BE ADJUSTED
 (S) EXISTING UTILITY LOCATIONS TO BE REWORKED
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 (Y) EXISTING UTILITY LOCATIONS TO BE RECOMMENDED
 (Z) EXISTING UTILITY LOCATIONS TO BE RECONSIDERED
 (AA) EXISTING UTILITY LOCATIONS TO BE REAPPROVED
 (AB) EXISTING UTILITY LOCATIONS TO BE REAPPLICATED
 (AC) EXISTING UTILITY LOCATIONS TO BE REAPPLIED
 (AD) EXISTING UTILITY LOCATIONS TO BE REAPPLIED TO

NO.	DATE	DESCRIPTION	BY	CHECKED
1	08/15/00	ISSUED FOR PERMIT	J. M. ...	J. M. ...
2	08/15/00	ISSUED FOR PERMIT	J. M. ...	J. M. ...
3	08/15/00	ISSUED FOR PERMIT	J. M. ...	J. M. ...
4	08/15/00	ISSUED FOR PERMIT	J. M. ...	J. M. ...
5	08/15/00	ISSUED FOR PERMIT	J. M. ...	J. M. ...
6	08/15/00	ISSUED FOR PERMIT	J. M. ...	J. M. ...
7	08/15/00	ISSUED FOR PERMIT	J. M. ...	J. M. ...
8	08/15/00	ISSUED FOR PERMIT	J. M. ...	J. M. ...
9	08/15/00	ISSUED FOR PERMIT	J. M. ...	J. M. ...
10	08/15/00	ISSUED FOR PERMIT	J. M. ...	J. M. ...
11	08/15/00	ISSUED FOR PERMIT	J. M. ...	J. M. ...
12	08/15/00	ISSUED FOR PERMIT	J. M. ...	J. M. ...
13	08/15/00	ISSUED FOR PERMIT	J. M. ...	J. M. ...
14	08/15/00	ISSUED FOR PERMIT	J. M. ...	J. M. ...
15	08/15/00	ISSUED FOR PERMIT	J. M. ...	J. M. ...
16	08/15/00	ISSUED FOR PERMIT	J. M. ...	J. M. ...
17	08/15/00	ISSUED FOR PERMIT	J. M. ...	J. M. ...
18	08/15/00	ISSUED FOR PERMIT	J. M. ...	J. M. ...
19	08/15/00	ISSUED FOR PERMIT	J. M. ...	J. M. ...
20	08/15/00	ISSUED FOR PERMIT	J. M. ...	J. M. ...

EXHIBIT B

To Supplemental Agreement
(Existing Grade Separation Crossing Improvement)

Cover Sheet for the
Railroad's Engineering & Flagging Estimate



EXHIBIT B

RAILROAD ENGINEERING REVIEW, FLAGGING & INSPECTION ESTIMATE

TO SUPPLEMENTAL AGREEMENT

DESCRIPTION OF WORK: Perform engineering review, flagging and inspection services for City of Palm Springs for the reconstruction of the existing Gene Autry Trail (Palm Drive) Overpass grade separation crossing (DOT No. 760-701K) at Railroad Mile Post 591.00 on the Yuma Subdivision near Salvia (Palm Springs), Riverside County, California.

LOCATION: near Salvia, Riverside County, California

STATE: California DATE: March 18, 2008

DESCRIPTION	LABOR	MATERIAL	AUTHORITY TOTAL
FLAGGING (at \$1,000/day) X 120 days	\$120,000.00		\$120,000.00
ENGINEERING REVIEW	\$25,000.00		\$25,000.00
INSPECTION	\$15,000.00		<u>\$15,000.00</u>
TOTAL PROJECT	\$160,000.00		\$160,000.00
TOTAL ESTIMATED COST OF PROJECT LESS CREDITS			\$160,000.00

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

To Supplemental Agreement
(Existing Grade Separation Crossing Improvement)

Cover Sheet for the Form of
Railroad Relations



EXHIBIT C

TO PUBLIC PROJECTS AGREEMENT

RAILROAD COORDINATION REQUIREMENTS

1.01 DESCRIPTION

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

1.02 DEFINITIONS

Applicant: Any party proposing construction on Railroad right-of-way or other Railroad operating location, regardless of track being active or out of service.

Contractor: The individual, partnership, corporation or joint venture and all principals and representatives (including Applicant's and Contractor's subcontractors) with whom the contract is made by the Applicant for the construction of proposed work.

Railroad Local Representative: The individual designated by the UPRR as the primary point of contact for the project.

1.03 UPRR CONTACTS

The primary UPRR point of contact for this project is:

*Freddy Cheung
Senior Manager Industry & Public Projects
Union Pacific Railroad Company
2015 South Willow Avenue
Bloomington, CA 92316
Phone: 909-879-6264
Fax: 909-879-6289
Cell: 951-334-9110*

For UPRR flagging services and track work, contact:

*John Clark
Manager Track Maintenance
Union Pacific Railroad Company
301 Gila Street
Yuma, AZ 85364
Phone: 925-343-4563
Fax: 928-343-4558*

1.04 PLANS / SPECIFICATIONS

The plans and specifications for this project, affecting the UPRR, are subject to the written approval by the UPRR and changes in the plans may be required after award of the Contract. Such changes are subject to the approval of the Applicant and the UPRR. No construction work shall commence until final stamped plans or changes to final stamped approved plans have been reviewed and approved by the UPRR in writing.

1.05 UTILITIES AND FIBER OPTICS

All installations shall be constructed in accordance with current AREMA recommendations, and UPRR specifications and requirements. UPRR general guidelines and the required application forms for utility installations can be found on the UPRR website at <http://www.uprr.com/aboutup/re.shtml>

1.06 GENERAL

- A. It is essential that the proposed construction be performed without interference to Railroad operations and shall be performed in compliance with all applicable UPRR and FRA rules and regulations. UPRR shall be reimbursed by Contractor or Applicant for train delay costs and lost revenue claims due to any delays or interruption of train operations resulting from 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 defined in Section 1.12.
- C. The Contractor is also advised that new Railroad facilities within the project may be built by UPRR and that certain Contractor's activities cannot proceed until that work is completed. The Contractor shall be aware of the limits of responsibilities and allow sufficient time in the schedule for that work to be accomplished and shall coordinate its efforts with the UPRR.

1.07 RAILROAD OPERATIONS

- A. The Contractor shall be advised that trains and/or equipment are expected on any track, at any time, in either direction. Contractor shall communicate with the Railroad Representative to improve his understanding of Railroad traffic volume and operation in this location and structure its bid assuming intermittent track windows in this period, as defined in Section 1.07 C
- B. All UPRR tracks within and adjacent to the Contract 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 will occur continuously throughout the day and night on these tracks and shall be maintained at all times as defined herein. The Contractor shall coordinate and schedule the work so that construction activities do not interfere with railroad operations.
- C. Work windows for this Contract shall be coordinated with the Applicant's and the UPRR's Designated Representatives. Types of work windows include Conditional Work Windows and Absolute Work Windows, as defined below:
 - 1. Conditional Work Window: A Conditional Work Window is a period of time that railroad operations have priority over construction activities. When construction activities may occur on and adjacent to the railroad tracks within 25 feet of the nearest track, a UPRR flag person will be required. At the direction of the UPRR flag person, upon approach of a train, and when trains are present on the tracks, the tracks must be cleared (i.e., no construction equipment, materials or personnel within 25 feet, or as directed by the UPRR Designated Representative, from the tracks). Conditional Work Windows are available for the Project subject to Railroad Local Operating Unit review and approval.
 - 2. Absolute Work Window: An Absolute Work Window is a period of time that construction activities are given priority over railroad operations. During this time frame the designated railroad track(s) will be inactive for train movements and may be fouled by the Contractor. At the end of an Absolute Work Window the railroad tracks and/or signals must be completely operational for train operations and all UPRR, Public Utilities Commission (PUC) and Federal Railroad Administration (FRA) requirements, codes and regulations for operational tracks must be complied with. In the situation where the operating tracks and/or signals have been affected, the UPRR will perform inspections of the work prior to placing that track back into service. UPRR flag persons will be required for construction activities requiring an Absolute Work Window. Absolute Work Windows will not generally be granted. Any request will require a detailed explanation for UPRR review and approval.

1.08 RIGHT OF ENTRY, ADVANCE NOTICE AND WORK STOPPAGES

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



4. The type of window requested and the amount of time requested.
5. The designated contact person.

The Contractor shall provide a written confirmation notice to the UPRR at least 48 hours before commencing work in connection with approved work windows when work will be performed within **25 feet of any track center line**. All work shall be performed in accordance with previously approved work plans.

- E. Should a condition arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of UPRR, the Contractor shall make such provisions. If in the judgment of UPRR's Designated Representative such provisions are insufficient, the UPRR's Designated Representative may require or provide such provisions as deemed necessary. In any event, such provisions shall be at the Contractor's expense and without cost to the UPRR. UPRR or the Applicant shall have the right to order Contractor to temporarily cease operations in the event of an emergency or, if in the opinion of the UPRR's Designated Representative, the Contractor's operations could endanger UPRR's operations. In the event such an order is given, Contractor shall immediately notify the Applicant of the order.

1.09 INSURANCE

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

1.10 RAILROAD SAFETY ORIENTATION

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

1.11 COOPERATION

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

1.12 CONSTRUCTION CLEARANCES

The Contractor shall abide by the 21' temporary vertical construction clearance defined in section 4.4.1.1 and 12' temporary horizontal construction clearance defined in section 4.4.1.2 of BNSF and UPRR Guidelines for Grade Separation Projects.

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

- A. Any proposed infringement on the specified minimum clearances due to the Contractor's operations shall be submitted to UPRR's Designated Representative through the Applicant at least 30 days in advance of the work and shall not be undertaken until approved in writing by the UPRR's Designated Representative.
- B. No work shall commence until the Contractor receives in writing assurance from UPRR's Designated Representative that arrangements have been made for flagging service, as may be necessary and receives permission from UPRR's Designated Representative to proceed with the work.

1.13 SUBMITTALS

- A. Construction submittals and Request for Information (RFI) shall be submitted per Section 3.5 of BNSF and UPRR Guidelines for Grade Separation Projects.
- B. The minimum review times indicated in tables 3-1 and 3-2 of Section 3.5 of BNSF and UPRR Guidelines for Grade Separation Projects must be structured in schedule for review of submittals. The Contractor shall allow additional time for the Applicant's review time as stated elsewhere in these bid documents.
- C. As Built Submittals shall be submitted per Section 3.6 of BNSF and UPRR Guidelines for Grade Separation Projects.
- D. The details of the construction affecting the UPRR tracks and property not already included in the Contract Plans shall be submitted to UPRR's Designated Representative through the Applicant for UPRR's review and written approval before such work is undertaken. Review and approval of these submittals will require a minimum of four (4) weeks in addition to the Applicant's review time as stated elsewhere in these bid documents. The Railroad shall not be liable to Applicant, Contractor, and or any other person or entity if the Railroad's review exceeds four-week review time.

1.14 MAINTENANCE OF RAILROAD FACILITIES



- A. The Contractor shall be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from Contractor's operations; to promptly repair eroded areas within UPRR's right-of-way and to repair any other damage to the property of UPRR, or its tenants.
- B. All such maintenance and repair of damages due to the Contractor's operations, tracks or facilities shall be done at the Applicant's and or Contractor's expense.
- C. The Contractor must submit a proposed method of erosion control and have the method reviewed by the UPRR prior to beginning any grading on the Project Site. Erosion control methods must comply with all applicable local, state and federal regulations.

1.15 SITE INSPECTIONS BY UPRR's DESIGNATED REPRESENTATIVE

- A. In addition to the office reviews of construction submittals, site observation will be performed by UPRR's Designated Representative at significant points during construction per Section 4.11 of BNSF/UPRR Guidelines for Grade Separation Projects.
- B. Site inspection is not limited to the milestone events listed in the guidelines Site visits to check progress of the work may be performed at any time throughout the construction as deemed necessary by UPRR.
- C. A detailed construction schedule, including the proposed temporary horizontal and vertical clearances and construction sequence for all work to be performed, shall be provided to the Applicant for submittal to UPRR's Designated Representative for review and approval prior to commencement of work. This schedule shall also include the anticipated dates when the above listed events will occur. This schedule shall be updated for all critical listed events as necessary, but at least monthly so that site visits may be scheduled.

1.16 UPRR REPRESENTATIVES

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

1.17 WALKWAYS REQUIRED

Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending to a line not less than twelve feet (12') from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during working hours must be covered, guarded and/or protected as soon as practical. Walkways with railings shall be constructed by Contractor over open excavation areas when in close proximity of track, and railings shall not be closer than 9' horizontally from center line of tangent track or 9' - 6" horizontal from curved track.

1.18 COMMUNICATIONS AND SIGNAL LINES

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

1.19 TRAFFIC CONTROL

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

1.20 CONSTRUCTION EXCAVATIONS



- A. The Contractor shall be required to take special precaution and care in connection with excavating and shoring. Excavations for construction of footings, piers, columns, walls or other facilities that require shoring shall comply with requirements of OSHA, AREMA and UPRR "Guidelines for Temporary Shoring".
- B. The Contractor shall contact UPRR's "Call Before Your Dig" at least 48 hours prior to commencing work at 1-800-336-9193 during normal business hours (6:30 a.m. to 8:00 p.m. Central Time, Monday through Friday, except holidays - also a 24 hour, 7 day a week number for emergency calls) to determine location of fiber optics. If a telecommunications system is buried anywhere on or near UPRR property, the Contractor will co-ordinate with UPRR and the Telecommunication Company(ies) to arrange for relocation or other protection of the system prior to beginning any work on or near UPRR property.
- C. In general the Railroad does not allow temporary at grade crossings. 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 will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach within twenty-five (25) feet of any track, may require railroad flagging services or other protective measures. Contractor shall give the advance notice to the UPRR as required in the "Contractor's Right of Entry Agreement" before commencing any such work, so that the UPRR may determine the need for flagging or other protective measures to ensure the safety of the railroad's operations. Contractor shall comply with all other requirements regarding flagging services covered by the "Contractor's Right of Entry Agreement". Any costs associated with failure to abide by these requirements will be borne by the Contractor.

The estimated pay rate for each flag person is \$800.00 per day for an 8 hour work day with time and one-half for overtime, Saturdays, Sundays; double time and one-half for holidays. Flagging rates are set by the UPRR 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

Contractor shall, upon completion of the work to be performed by Contractor upon the premises, over or beneath the tracks of UPRR, promptly remove from the right-of-way of UPRR all of Contractor's tools, implements, and other materials whether brought upon the right-of-way by Contractor or any subcontractors, employee or agent of Contractor or of any subcontractor, and leave the right-of-way in a clean and presentable condition to satisfaction of UPRR.

EXHIBIT D

To Supplemental Agreement
(Existing Grade Separation Crossing Improvement)

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



April 23, 2008

UPRR Folder No.: 2442-59

To the Contractor:

Before Union Pacific Railroad Company can permit you to perform work on its property for the reconstruction of the existing Gene Autry Trail (Palm Drive) Overpass grade separation crossing, it will be necessary for you to complete and execute two originals of the enclosed Contractor's Right of Entry Agreement. Please:

1. Fill in the complete legal name of the contractor in the space provided on Page 1 of the Contractor's Right of Entry Agreement. If a corporation, give the state of incorporation. If a partnership, give the names of all partners.
2. Fill in the date construction will begin and be completed in Article 5, Paragraph A.
3. Fill in the name of the contractor in the space provided in the signature block at the end of the Contractor's Right of Entry Agreement. If the contractor is a corporation, the person signing on its behalf must be an elected corporate officer.
4. Execute and return all copies of the Contractor's Right of Entry Agreement together with your Certificate of Insurance as required in Exhibit B, in the attached, self-addressed envelope.
5. Include a check made payable to the Union Pacific Railroad Company in the amount of **\$500.00**. If you require formal billing, you may consider this letter as a formal bill. In compliance with the Internal Revenue Services' new policy regarding their Form 1099, I certify that 94-6001323 is the Railroad Company's correct Federal Taxpayer Identification Number and that Union Pacific Railroad Company is doing business as a corporation.

Under Exhibit B of the enclosed Contractor's Right of Entry Agreement, you are required to procure Railroad Protective Liability Insurance (RPLI) for the duration of this project. As a service to you, Union Pacific is making this coverage available to you. If you decide that acquiring this coverage from the Railroad is of benefit to you, please contact Mr. Mike McGrade of Marsh USA @ 800-729-7001, c-mail: william.j.smith@marsh.com.

This agreement will not be accepted by the Railroad Company until you have returned all of the following to the undersigned at Union Pacific Railroad Company:

1. Executed, unaltered duplicate original counterparts of the Contractor's Right of Entry Agreement;
2. Your check in the amount of \$500.00 to pay the required balance due of the required Contractor's Right of Entry fee. (The Folder Number and the name "Paul G. Farrell" should be written on the check to insure proper credit). If you require formal billing, you may consider this letter as a formal bill;
3. Copies of all of your up-to-date General Liability, Auto Liability & Workman's Compensation Insurance Certificates (*yours and all contractors*'), naming Union Pacific Railroad Company as additional insured;

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





4. Copy of your up-to-date Railroad Protective Liability Insurance Certificate (*yours and all contractors*'), naming Union Pacific Railroad Company as additional insured.

**RETURN ALL OF THESE REQUIRED ITEMS TOGETHER IN ONE ENVELOPE.
DO NOT MAIL ANY ITEM SEPARATELY.**

If you have any questions concerning this agreement, please contact me as noted below. Have a safe day!

Paul G. Farrell

Senior Manager Contracts

Phone: (402) 544-8620

e-mail: pgfarrell@up.com





UPRR Folder No.: 2442-59

UPRR Audit No.: S049338

CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 200____, 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 *City of Palm Springs* to perform work relating to the reconstruction of the existing Gene Autry Trail (Palm Drive) Overpass grade separation crossing (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 591.00 on the Railroad's Yuma Subdivision near Salvia (Palm Springs), Riverside County, California, as such location is in the general location shown on the Railroad Location Print marked **Exhibit A**, attached hereto and hereby made a part hereof, which

work is the subject of a contract dated _____ between Railroad and the City of Palm Springs.
(Date of C&M Agreement)

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

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

- A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor, or any costs or expenses incurred by Railroad relating to this Agreement.
- B. Contractor shall coordinate all of its work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

John Clark
Manager Signal Maintenance
Union Pacific Railroad Company
301 Gila Street
Yuma, AZ 85364
Phone: 925-343-4563
Fax: 928-343-4558

Kevin Reilly
Manager Signal Maintenance
Union Pacific Railroad Company
235 Luis Estrada Road
Beaumont, CA 92223
Phone: 951-845-1711
Fax: 909-879-6162

- 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 - TERM; TERMINATION.

- A. The grant of right herein made to Contractor shall commence on the date of this Agreement, and continue until _____, unless sooner terminated as herein provided, or
(Expiration Date)
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 6 - 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.: 2442-59*

ARTICLE 7 - 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 8 - ADMINISTRATIVE FEE.

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

ARTICLE 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 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)

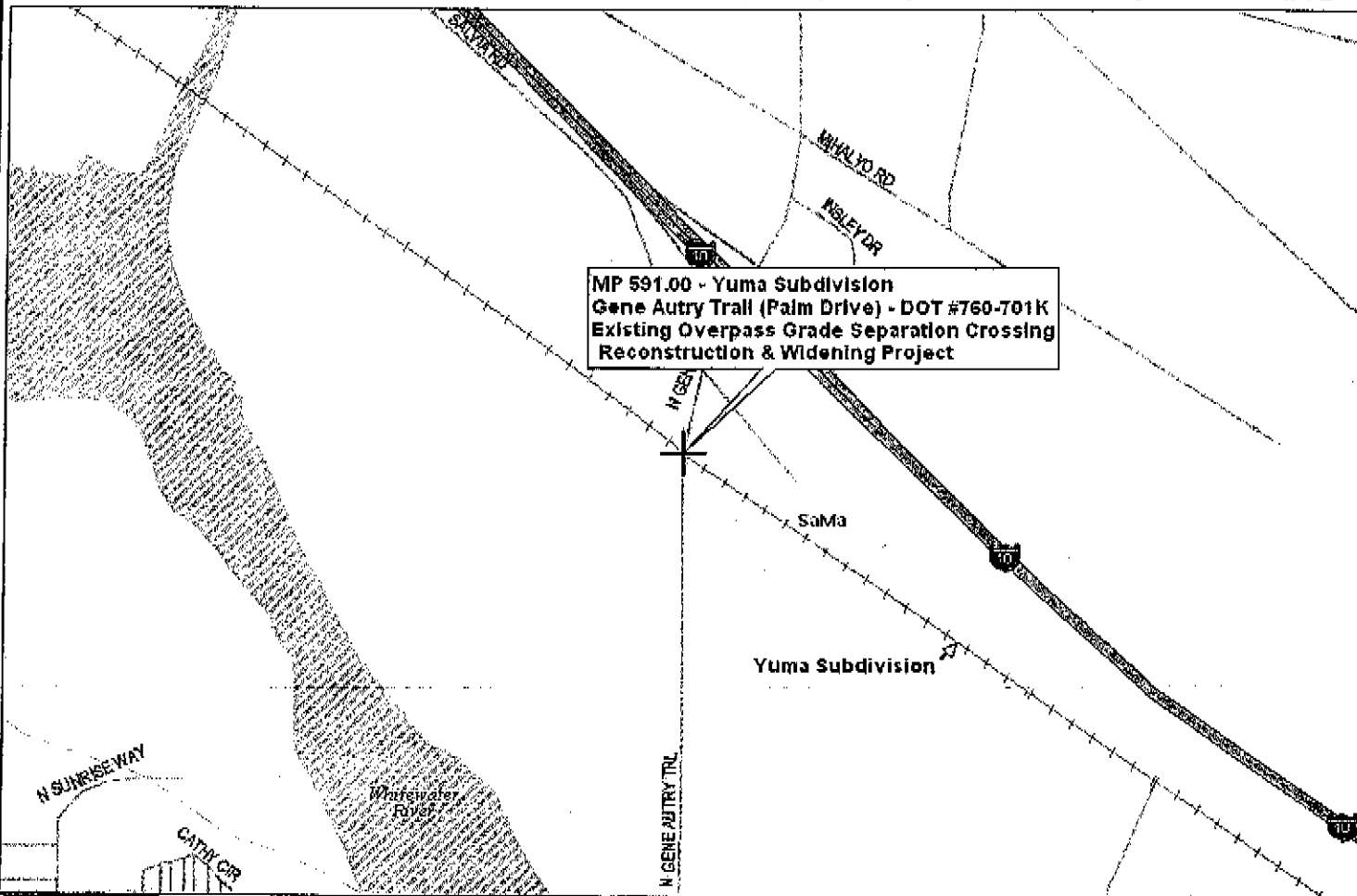
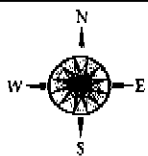
By: _____
PAUL G. FARRELL
Senior Manager Contracts

(Name of Contractor)

By _____

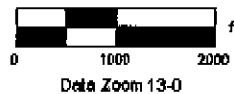
Title: _____

RAILROAD LOCATION PRINT
ACCOMPANYING A
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT



DeLORME

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www.delorme.com



RAILROAD WORK TO BE PERFORMED:

- I. Engineering Review, Flagging & Inspection.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

YUMA SUBDIVISION
MILE POST 591.00

GPS: N 33° 52.4824', W 116° 30.3502'
near SALVIA (PALM SPRINGS), RIVERSIDE CO., CA.

To accompany Contractor's Right of Entry Agreement with

(Name of Contractor)

for an existing overpass grade separation crossing
reconstruction and widening project.

Folder No. 2442-59

Date: April 23, 2008

WARNING

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

EXHIBIT B

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

TERMS AND CONDITIONS

Section 1. NOTICE OF COMMENCEMENT OF WORK - FLAGGING.

- A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its work and at least ten (10) 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 ten (10)-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 ten (10) 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 (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 C**, 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 C** 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 ("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 Railroad 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 Railroad.
- E. The provisions of this Section 8 shall survive the completion of any work performed by Contractor or the termination or expiration of this Agreement. In no event shall this Section 8 or any other provision of this Agreement be deemed to limit any liability Contractor may have to any indemnified party by statute or under common law.

Section 9. RESTORATION OF PROPERTY.

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

Section 10. WAIVER OF DEFAULT.

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

Section 11. MODIFICATION - ENTIRE AGREEMENT.

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

Section 12. ASSIGNMENT - SUBCONTRACTING.

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

EXHIBIT C

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

INSURANCE PROVISIONS

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

- A. **Commercial General Liability Insurance.** Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site, and
- 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 insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. A binder stating the policy is in place must be submitted to Railroad before the work may be commenced and until the original policy is forwarded to Railroad.

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

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

If the scope of work as defined in this Agreement 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 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.

ATTACHMENT 2
RESOLUTION

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, CALIFORNIA APPROVING A SUPPLEMENTAL AGREEMENT WITH THE UNION PACIFIC RAILROAD COMPANY FOR AN EXISTING GRADE SEPARATION CROSSING IMPROVEMENT, UPRR FOLDER NO. 2442-59, UPRR AUDIT NO. S049338

WHEREAS, by agreement dated February 1, 1967, Riverside County and the Southern Pacific Company, entered into a Public Road Crossing Agreement, identified as Railroad Folder No. 2442-59, Audit No. S049338, covering the construction, maintenance and use of a new Gene Autry Trail (formerly Palm Drive) Overpass grade separation crossing, (DOT No. 760-701K), located at Railroad Mile Post 591.00 on the Yuma Subdivision near Salvia (Palm Springs), Riverside County, California; and

WHEREAS, the City of Palm Springs ("City"), by annexation, and the Union Pacific Railroad Company ("UPRR"), by acquisition, are successors in interest to Riverside County and the Southern Pacific Company, respectively; and

WHEREAS, the City proposes to widen the existing Gene Autry Trail Overpass grade separation crossing; and

WHEREAS, the UPRR has consented to and approved of the City's plans to widen the existing Gene Autry Trail Overpass grade separation crossing, pursuant to terms contained in a Supplemental Agreement with UPRR for an Existing Grade Separation Crossing Improvement.

THE CITY COUNCIL OF THE CITY OF PALM SPRINGS DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The Supplement Agreement with the Union Pacific Railroad Company for an Existing Grade Separation Crossing Improvement, UPRR Folder No. 2442-59, UPRR Audit No. S049338, is approved.

SECTION 2. The City Manager is authorized to execute the Supplement Agreement on behalf of the City of Palm Springs.

Resolution No.

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ADOPTED THIS 5th day of November, 2008.

David H. Ready, City Manager

ATTEST:

James Thompson, City Clerk

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF PALM SPRINGS)

I, JAMES THOMPSON, City Clerk of the City of Palm Springs, hereby certify that Resolution No. _____ is a full, true and correct copy, and was duly adopted at a regular meeting of the City Council of the City of Palm Springs on November 5, 2008, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

James Thompson, City Clerk
City of Palm Springs, California