

**STAFF REPORT**  
**COUNCIL MEETING OF NOVEMBER 8, 2011**  
**CONSENT ITEM**

**TO: HONORABLE MAYOR AND MEMBERS OF THE TOWN COUNCIL**  
**FROM: BRIAN FRAGIAO, DIRECTOR OF PUBLIC WORKS/TOWN ENGINEER**  
**DATE: OCTOBER 31, 2011**  
**SUBJECT: SWETZER/KING SIGNAL PROJECT - UNION PACIFIC RAILROAD AGREEMENT**

**RECOMMENDATION:**

Enter into a Supplemental Agreement and billing amount of \$82,976 to provide material and labor with Union Pacific Railroad for the installation of a Flashing-Light Signal Assembly for the new traffic signal at the intersection of King Road and Swetzer Road.

**BACKGROUND:**

Back in February 2011, Council authorized funding toward Union Pacific Railroad for engineering design and technical support as part of the Swetzer Road & King Road Traffic Signal Project. Union Pacific has completed the engineering process and the information has been incorporated into the construction plans. Since Union Pacific will be providing the work to install a flashing-light assembly signal located within UP property, an agreement with UP is needed. The cost of the Union Pacific labor and materials is estimated at \$82,976. The cost is part of the project overall cost that is estimated at \$323,000. If the Town doesn't construct the project in six months, UP can update their estimate to current costs. Currently, the project is scheduled for the summer of 2012.

**CEQA:**

This project is exempt under the California Environmental Quality Act (CEQA) Section 15301(a,b,c&d) (Class 1), "Existing Highway and Street Facilities" and Class 2, Replacement or Reconstruction" of the guidelines.

**FINANCIAL AND/OR POLICY IMPLICATIONS:**

The Letter of Authorization to UPRR which had been approved by Council in February of 2011 is to allow charging of UPRR services up to \$10,000 to process/evaluate the railroad pre-emption timing at the King Road crossing. The funding will come from the Transportation Development Act Funds. No invoicing has been received to date.

Construction (\$323,000) costs will be funded by \$122,345 of CMAQ 2011 funds and 2011 Transportation Development Act Funds (\$200,655). The \$82,976 UP agreement cost is included in the overall construction costs.

**TOWN OF LOOMIS**  
**RESOLUTION NO. 11-**

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOOMIS**

**TO ENTER INTO A SUPPLEMENTAL AGREEMENT AND BILLING AMOUNT OF \$82,976  
TO PROVIDE MATERIAL AND LABOR WITH UNION PACIFIC RAILROAD FOR  
THE INSTALLATION OF A FLASHING-LIGHT SIGNAL ASSEMBLY FOR THE NEW  
TRAFFIC SIGNAL AT THE INTERSECTION OF KING ROAD & SWETZER ROAD**

**WHEREAS**, the Town has scheduled under the 2011/2012 Capital Improvement Program a new traffic signal at the intersection of King Road and Swetzer Road; and

**WHEREAS**, the Town will be receiving Congestion Mitigation and Air Quality Funds of \$122,345 and Transportation Development Act Funds for the project in 2011; and

**WHEREAS**, the town has met with the California Public Utility Commission (CPUC) and Union Pacific Railroad (UPRR) to go over their requirements at the King Road railroad crossing as part of the improvements; and

**WHEREAS**, the Town is required to enter into a Supplemental Agreement with Union Pacific Railroad for the installation of a Flashing-Light Signal Assembly on King Road within UP property.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** that the Town of Loomis enter into a Supplemental Agreement and billing amount of \$82,976 to provide material and labor with Union Pacific Railroad for the installation of a Flashing-Light Signal Assembly for the new traffic signal at the intersection of King Road and Swetzer Road.

**PASSED AND ADOPTED** by the Town Council of the Town of Loomis this 8th day of November, 2011 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
APPROVED AS TO FORM:

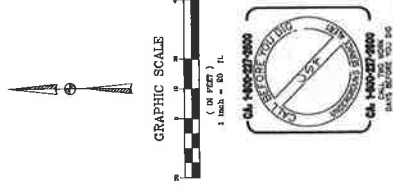
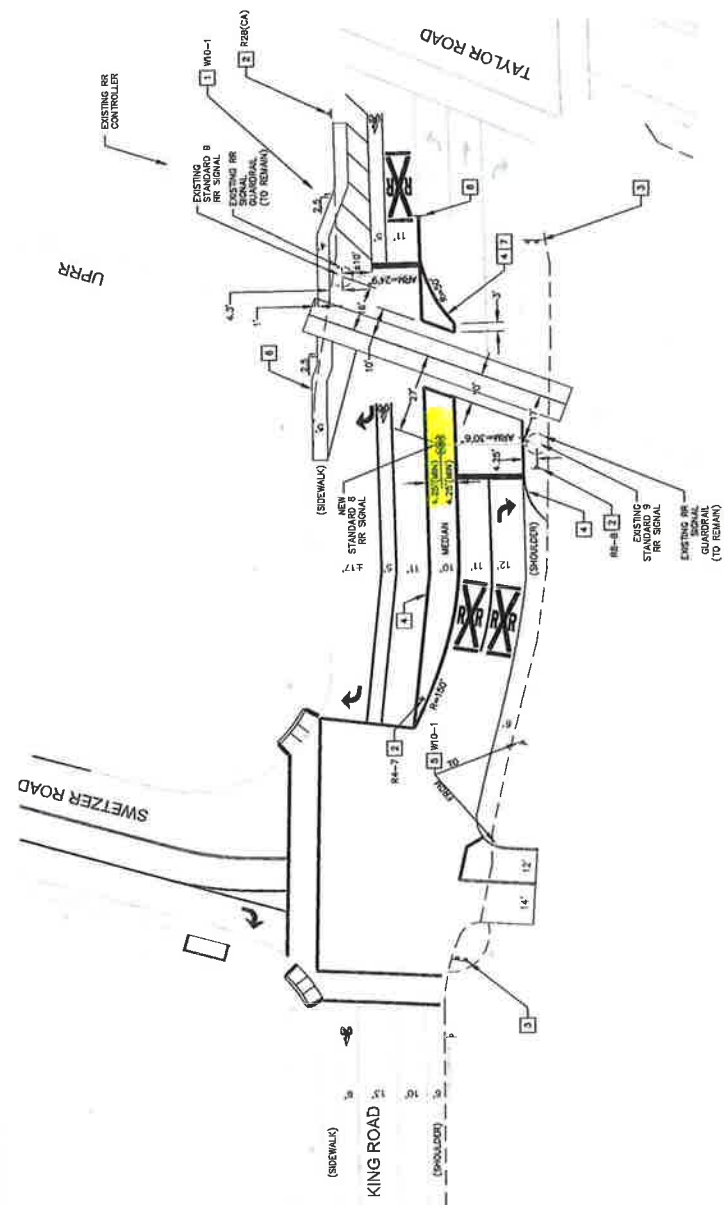
\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Town Attorney

**UNION PACIFIC RAILROAD TO:**

1. INSTALL NEW STANDARD 8 RR SIGNAL IN MEDIAN ISLAND
2. RELOCATE MAINLINE INTERSECTION TIME (DO NOT PRESENTATION CALCULATION SHEET, LINE 20) OF 51 SECONDS (20 SECONDS OF MAINLINE WARNING TIME PLUS 31 SECONDS OF ADDITIONAL MAINLINE WARNING TIME) TO 45 SECONDS TO ACCOMMODATE SWETZER ROAD AND TAYLOR ROAD INTERSECTIONS WITH

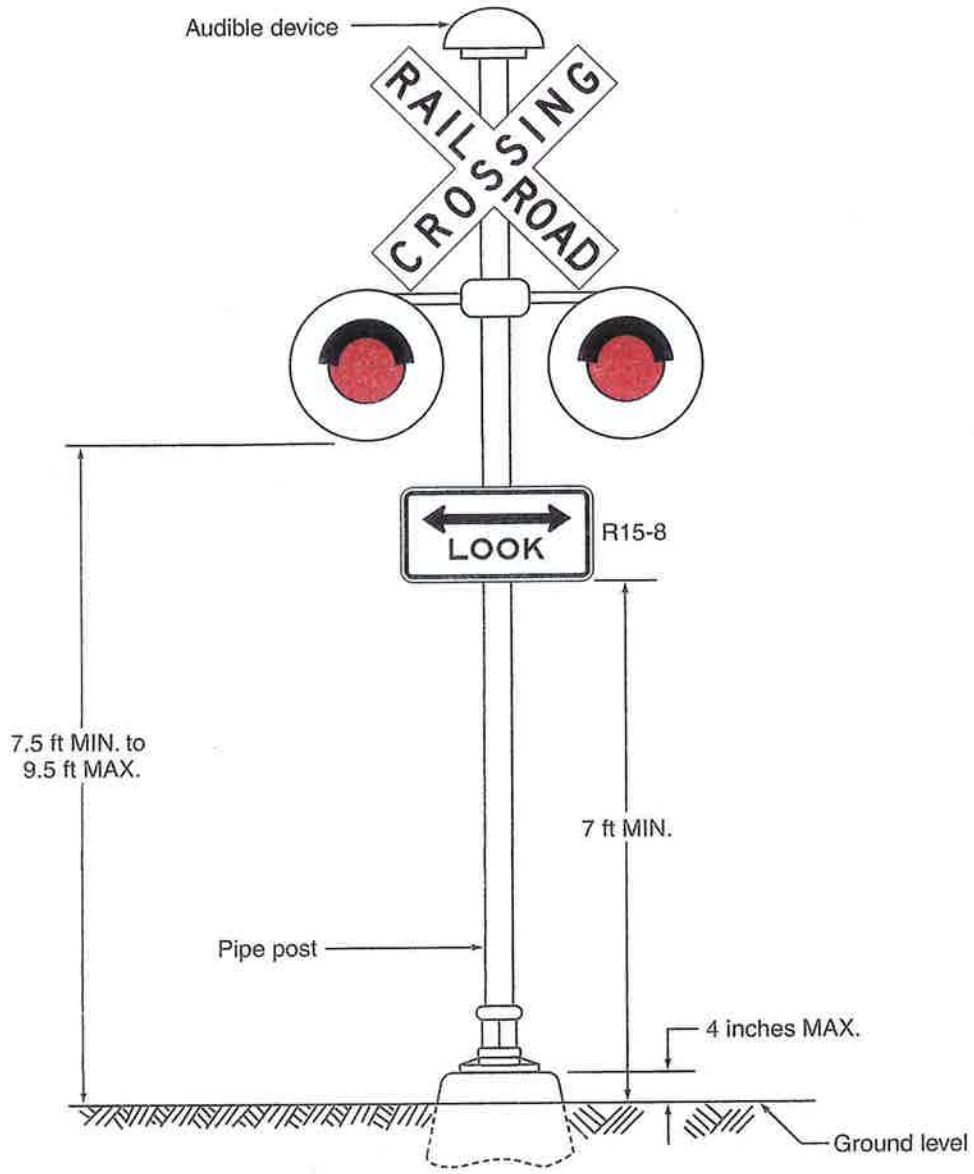
- CONSTRUCTION NOTES:** (THIS SHEET ONLY)
1. EXISTING ROADSIDE SIGN TO REMAIN
  2. INSTALL ROADSIDE SIGN (BY OTHERS)
  3. INSTALL PEDESTRIAN BARRICADE WITH RS-10C SIGN (BY OTHERS)
  4. CONSTRUCT ASPHALT CONCRETE DIKE/BERM TYPE B. SEE TOWN STD DWG H-2. (BY OTHERS)
  5. RELOCATE ROADSIDE SIGN. (BY OTHERS)
  6. INSTALL NEW SIDEWALK PER TOWN STD DWG H-2. (BY OTHERS)
  7. INSTALL ONE WHITE CHANNELIZER WITH YELLOW REFLECTOR 1" FROM THE SOUTH END OF PROPOSED ASPHALT CONCRETE DIKE/BERM. (BY OTHERS)
  8. INSTALL TYPE K-1 (CA) (QAG-H) ON EAST END OF PROPOSED ASPHALT CONCRETE DIKE/BERM. (BY OTHERS)



NOTE: THIS PLAN FOR UNION PACIFIC RAILROAD USE ONLY

		PREPARED UNDER THE DIRECTION OF: STATE ENGINEER ROSEVILLE SUBDIVISION, MP114.06 DOT#750576X	
TOWN OF LOOMIS / DEPARTMENT OF PUBLIC WORKS		PROJECT NO.	
SUBMITTED TO:		CONTRACT NO.	
KING-JOHNSON and Associates, Inc. 1000 WEST 10TH AVENUE, SUITE 200 COVINA, CALIFORNIA 91724 (91) 952-8800 FAX (91) 952-8805		SHEET NO.	
DATE: 7/14/11	DATE: 7/14/11	SCALE: 1" = 20'	SHEET NO. 4 OF 4
WORK ORDER	LOCAL BOOK	PROJECT FILE	
CHECKED	DATE	CONTRACT FILE	
BY	DATE	PROJECT FILE	
REVISIONS	DATE	PROJECT FILE	
NO.	DATE	PROJECT FILE	

# Example of Flashing-Light Signal Assembly





UPRR Folder No.: 2697-24

UPRR Audit No. **S156096**

**SUPPLEMENTAL AGREEMENT**  
(EXISTING PUBLIC ROAD CROSSING IMPROVEMENT)

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**THIS SUPPLEMENTAL AGREEMENT** is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, or its predecessor in interest, (“Railroad”) and the **TOWN OF LOOMIS**, a California municipal corporation with a mailing address at 6140 Horseshoe Bar Road, Suite K, Loomis, California 95650 (“Town”).

**RECITALS:**

By instrument dated January 29, 1968, the Southern Pacific Company and Placer County entered into an agreement (the “Original Agreement”), identified in the records of the Railroad as Folder No. 2697-24, Audit No. S156096, covering the construction, use, maintenance and repair of an at grade public road crossing over King Road, (DOT No. 750-576X), at Railroad’s Mile Post 114.06 on it’s Roseville Subdivision, near Loomis, in Placer County, California.

The Railroad named herein is successor in interest to the Southern Pacific Company and the Town named herein has acquired from Placer County ownership and maintenance of the aforementioned King Road.

The Town now desires to undertake as its project (the “Project”) the construction of a center median and the relocation of a flashing light crossing signal with gate and the installation of signal preemption for the road crossing that was constructed under the Original Agreement as located on the **Railroad Location Print** marked **Exhibit A** and as detailed on the **Detailed Print** marked **Exhibit B**, each attached hereto and hereby made a part hereof. The road crossing, as reconstructed, is hereinafter the “Roadway” and where the Roadway crosses the Railroad’s property is the “Crossing Area.”

The right of way right granted by Southern Pacific Company to Placer County under the terms of the Original Agreement is sufficient to allow for the reconstruction of the road crossing constructed under the Original Agreement.

**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 B | Detailed Print                                 |
| Exhibit C | Railroad’s Material and Force Account Estimate |

Exhibit D Railroad Form of Contractor's Right of Entry Agreement

**SECTION 2.**

The Railroad, at Town's expense, shall furnish all labor, material, equipment and supervision for the Roadway improvements:

- Construction of center median; Relocation of flashing light crossing signal with gate; Installation of signal preemption; and other signal materials;
- Engineering, and
- Flagging.

**SECTION 3.**

- A. The work to be performed by the Railroad, at the Town's sole cost and expense, is described in the **Railroad's Material and Force Account Estimate** dated August 23, 2011, in the amount of Eighty-Two Thousand Nine Hundred Seventy-Six Dollars (\$82,976.00), marked **Exhibit C**, 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 Town in the event the Town 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 Town acknowledges that the Estimate does not include any estimate of flagging or other protective service costs that are to be paid by the Town or the Contractor in connection with flagging or other protective services provided by the Railroad in connection with the Project. All of such costs incurred by the Railroad are to be paid by the Town or the Contractor as determined by the Railroad and the Town. If it is determined that the Railroad will be billing the Contractor directly for such costs, the Town agrees that it will pay the Railroad for any flagging costs that have not been paid by any Contractor within thirty (30) days of the Contractor's receipt of billing.
- D. The Town 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.**

- A. The Town, 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 Roadway layout specifications, cross sections and elevations, associated drainage, and other appurtenances.
- B. The final one hundred percent (100%) completed plans that are approved in writing by the Railroad's Assistant Vice President Engineering–Design, or his authorized representative, are hereinafter referred to as the "Plans". The Plans 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. Notwithstanding the Railroad's approval of the Plans, the Railroad shall not be responsible for the permitting, design, details or construction of the Roadway.

#### SECTION 5.

The Railroad, at the Town's expense, shall maintain the crossing between the track tie ends. If, in the future, the Town elects to have the surfacing material between the track tie ends replaced with paving or some surfacing material other than timber planking, the Railroad, at Town's expense, shall install such replacement surfacing.

#### SECTION 6.

- A. The Town, at its sole cost and expense, shall provide traffic control, barricades, and all detour signing for the crossing work, provide all labor, material and equipment to install concrete or asphalt street approaches, and if required, will install advanced warning signs, and pavement markings in compliance and conformance with the Manual on Uniform Traffic Control Devices.
- B. The Town, at its expense, shall maintain and repair all portions of the Roadway approaches that are not within the track tie ends.

#### SECTION 7.

If Town's contractor(s) is/are performing any work described in Section 4 above, then the Town shall require its contractor(s) to execute the Railroad's standard and current form of **Contractor's Right of Entry Agreement** attached hereto as **Exhibit D**. Town acknowledges receipt of a copy of the Contractor's Right of Entry Agreement and understanding of its terms, provisions, and requirements, and will inform its contractor(s) of the need to execute the Agreement. Under no circumstances will the Town's contractor(s) be allowed onto the Railroad's premises without first executing the Contractor's Right of Entry Agreement.

#### SECTION 8.

Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Town or its contractor(s) shall telephone the Railroad during normal business hours (7:00 a.m. to 9:00 p.m., Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour number, 7 day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by the Town or its contractor(s). If it is, Town or its contractor(s) will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

## **SECTION 9.**

The Town, for itself and for its successors and assigns, hereby waives any right of assessment against the Railroad, as an adjacent property owner, for any and all improvements made under this agreement.

## **SECTION 10.**

Covenants herein shall inure to or bind each party's successors and assigns; provided, no right of the Town shall be transferred or assigned, either voluntarily or involuntarily, except by express prior written consent of the Railroad.

## **SECTION 11.**

The Town shall, when returning this agreement to the Railroad (signed), cause same to be accompanied by such Order, Resolution, or Ordinance of the governing body of the Town, passed and approved as by law prescribed, and duly certified, evidencing the authority of the person executing this agreement on behalf of the Town with the power so to do, and which also will certify that funds have been appropriated and are available for the payment of any sums herein agreed to be paid by Town.

## **SECTION 12.**

The Town and the Railroad agree to split equally the cost of maintenance of the automatic grade-crossing protection as provided for in California Public Utilities Code Section 1202.2 and as allocated by the Public Utilities Commission.

## **SECTION 13.**

Upon execution and delivery of this Agreement, the Town shall pay to the Railroad an administrative handling charge of **ONE THOUSAND HUNDRED DOLLARS (\$1,000.00)**.

## **SECTION 14.**

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.

## **SECTION 15. SPECIAL PROVISIONS PERTAINING TO AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009.**

If the Town will be receiving American Recovery and Reinvestment Act ("ARRA") funding for the Project, the Town agrees that it is responsible in performing and completing all ARRA reporting documents for the Project. The Town confirms and acknowledges that Section 1512 of the ARRA provisions applies only to a "recipient" receiving ARRA funding directly from the federal government and, therefore, (i) the ARRA reporting requirements are the responsibility of the Town and not of the Railroad and (ii) the Town shall not delegate any ARRA reporting responsibilities to the Railroad. The Town also confirms and acknowledges that (i) the Railroad shall provide to the Town the Railroad's standard and customary billing for expenses incurred by the Railroad for the Project including the Railroad's standard and customary documentation to support such billing and



(ii) such standard and customary billing and documentation from the Railroad provides the information needed by the Town to perform and complete the ARRA reporting documents. The Railroad confirms that the Town and the Federal Highway Administration shall have the right to audit the Railroad's billing and documentation for the Project.

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

WITNESS:

**TOWN OF LOOMIS**

\_\_\_\_\_

X \_\_\_\_\_

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

# EXHIBIT A

To Supplemental Agreement  
(Existing Public Road Crossing Improvement)

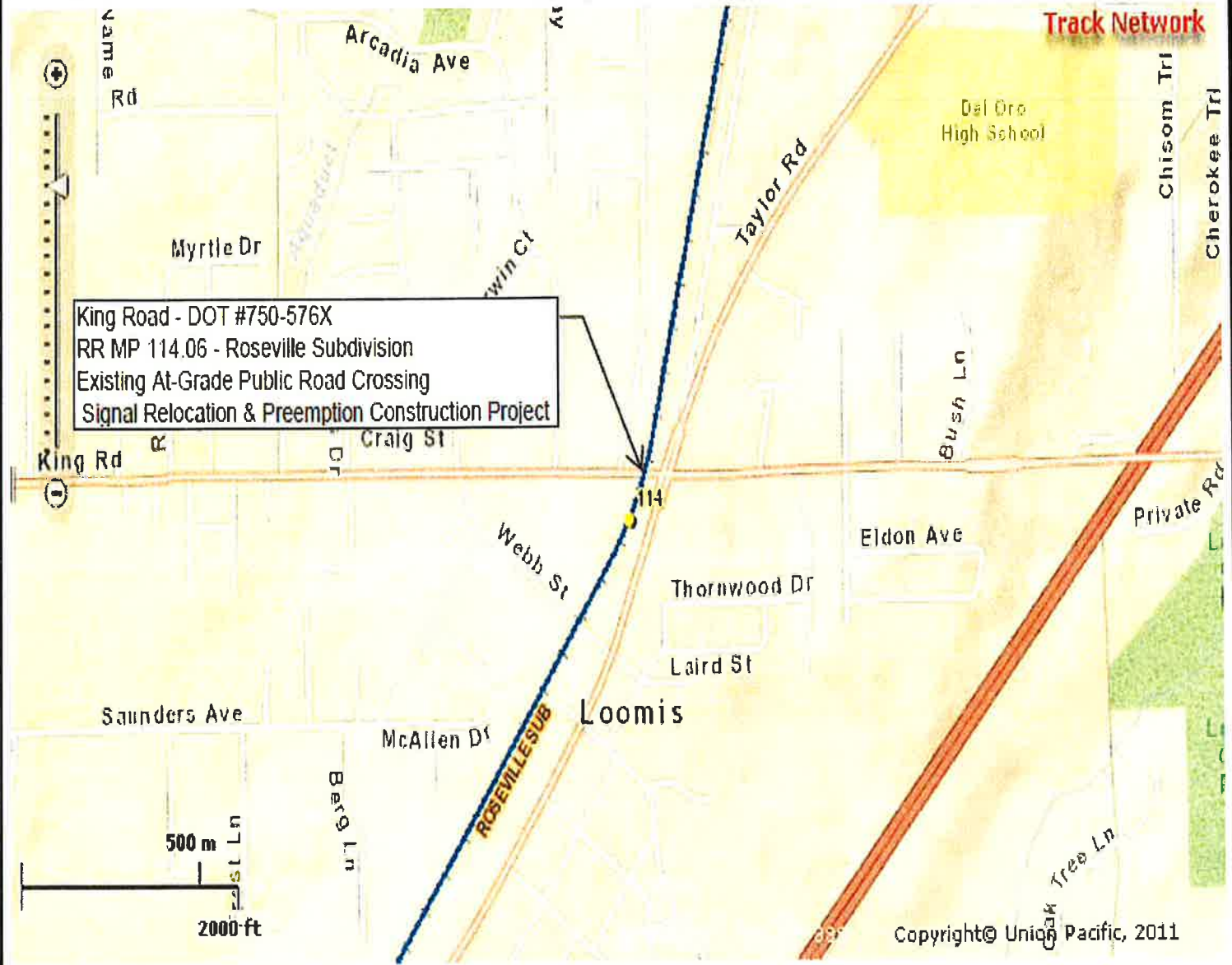
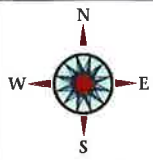
Cover Sheet for the  
Railroad Location Print

# EXHIBIT A

To Supplemental Agreement  
(Existing Public Road Crossing Improvement)

Cover Sheet for the  
Railroad Location Print

**RAILROAD LOCATION PRINT  
OF AN EXISTING AT-GRADE PUBLIC ROAD CROSSING  
SIGNAL RELOCATION & PREEMPTION CONSTRUCTION PROJECT**



**RAILROAD WORK TO BE PERFORMED:**

1. Install new center median flashing light crossing signal with gate & advance preemption; and other signal materials.
2. Flagging.

**EXHIBIT "A"**

**UNION PACIFIC RAILROAD COMPANY**

ROSEVILLE SUBDIVISION  
RAILROAD MILE POST 114.06  
GPS: N 38° 49.5056', W 121° 11.5178'  
LOOMIS, PLACER CO., CA.

To accompany a Supplemental Agreement with the  
**TOWN OF LOOMIS**  
covering a signal relocation and preemption construction project.

Folder No. 2697-24

Date: September 27, 2011

**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 Supplemental Agreement  
(Existing Public Road Crossing Improvement)

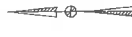
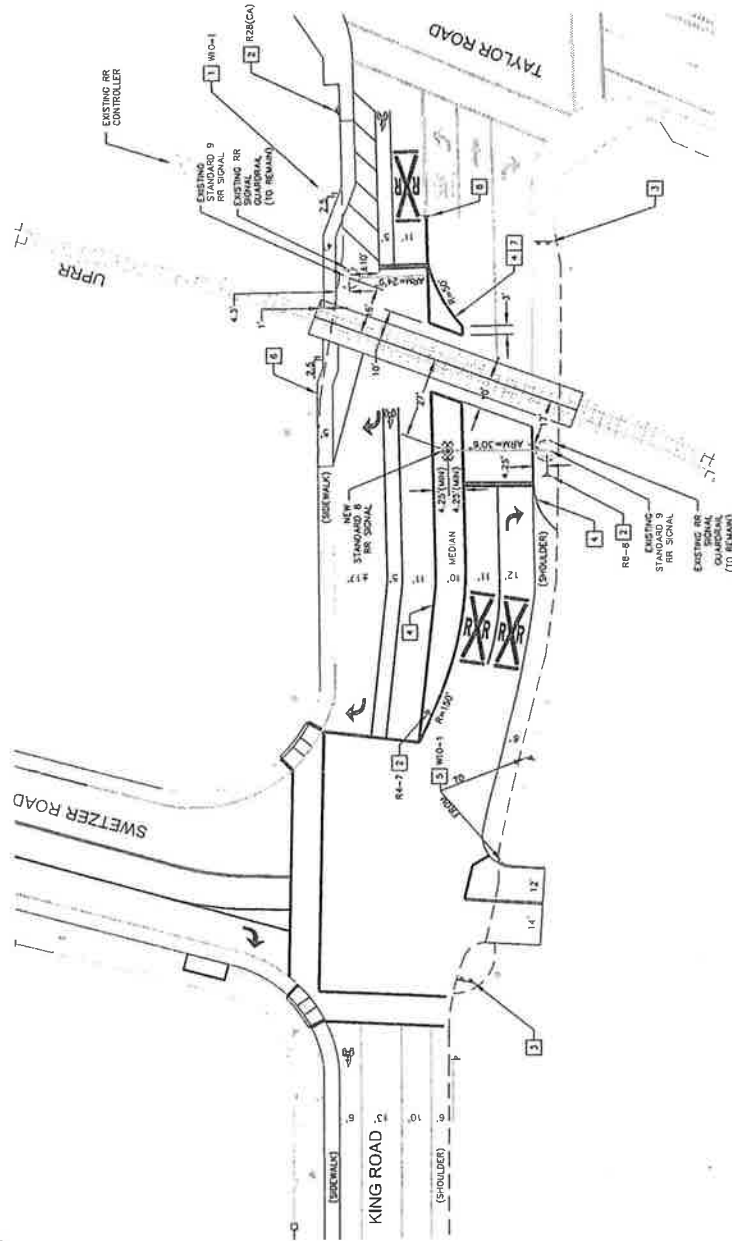
Cover Sheet for the  
Detailed Print

**CONSTRUCTION NOTES:** (THIS SHEET ONLY)

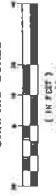
- 1 EXISTING ROADSIDE SIGN TO REMAIN
- 2 INSTALL ROADSIDE SIGN (BY OTHERS)
- 3 INSTALL PEDESTRIAN BARRICADE WITH RS-10C SIGN (BY OTHERS)
- 4 CONSTRUCT ASPHALT CONCRETE DIKE/BERM TYPE B
- 5 SEE TOWN STD DWG H-8. (BY OTHERS)
- 6 RELOCATE ROADSIDE SIGN (BY OTHERS)
- 7 INSTALL NEW SIDEWALK PER TOWN STD DWG H-2. (BY OTHERS)
- 8 INSTALL ONE WHITE CHANNELIZER WITH YELLOW REFLECTOR 1" FROM THE SOUTH END OF PROPOSED ASPHALT CONCRETE DIKE/BERM. (BY OTHERS)
- 9 INSTALL TYPE M-1 (CA) (GWZ-1H) ON EAST END OF PROPOSED ASPHALT CONCRETE DIKE/BERM. (BY OTHERS)

**UNION PACIFIC RAILROAD TO:**

1. INSTALL NEW STANDARD 8 RR SIGNAL IN MEDIAN ISLAND
2. PROVIDE MAXIMUM PRECAUTION TIME (TWO) PRECAUTION CALCULATION SHEET (LINE 29) OF 51 SECONDS (20 SECONDS OF MINIMUM WARNING TIME PLUS 31 SECONDS OF ADDITIONAL TIME) TO ALL APPROACHING TRAFFIC AT INTERSECTIONS WITH SWETZER ROAD AND TAYLOR ROAD.



GRAPHIC SCALE



NOTE: THIS PLAN FOR UNION PACIFIC RAILROAD USE ONLY

NO	REVISIONS	BY	DATE	APPROVED			SUBMITTED: <b>Kimley-Horn and Associates, Inc.</b> 1919 FOUNDATION PLACE, SUITE 200 GOLD RIVER, CA 95703 (916) 255-5100 FAX (916) 255-0485	PREPARED UNDER THE DIRECTION OF: MATTHEW D. WEIR LICENSE NO. 10216, EXP. 06/20/17	PROJECT NO. ROSEVILLE SUBDIVISION, MP114.06 DOT#750576X	CONTRACT NO.	FILE NO.	DRAWING NO. RR-1
												SCALE: 1" = 20'

**EXHIBIT B**

# EXHIBIT C

To Supplemental Agreement  
(Existing Public Road Crossing Improvement)

Cover Sheet for the  
Estimate of Material and Force Account Work

DATE: 2011-08-23

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

THIS ESTIMATE GOOD FOR 6 MONTHS EXPIRATION DATE IS :2012-02-21

DESCRIPTION OF WORK:

INSTALL NEW CENTER MEDIAN FLASHING LIGHT CROSSING  
 SIGNAL WITH GATE AND ADVANCED PREEMPTION AT  
 LOOMIS, CA. KING RD. M.P. 114.06 ON THE ROSEVILLE SUB  
 DOT #750576X

WORK TO BE PERFORMED BY RAILROAD WITH EXPENSE AS BELOW:

SIGNAL - CITY OF LOOMIS - 100%

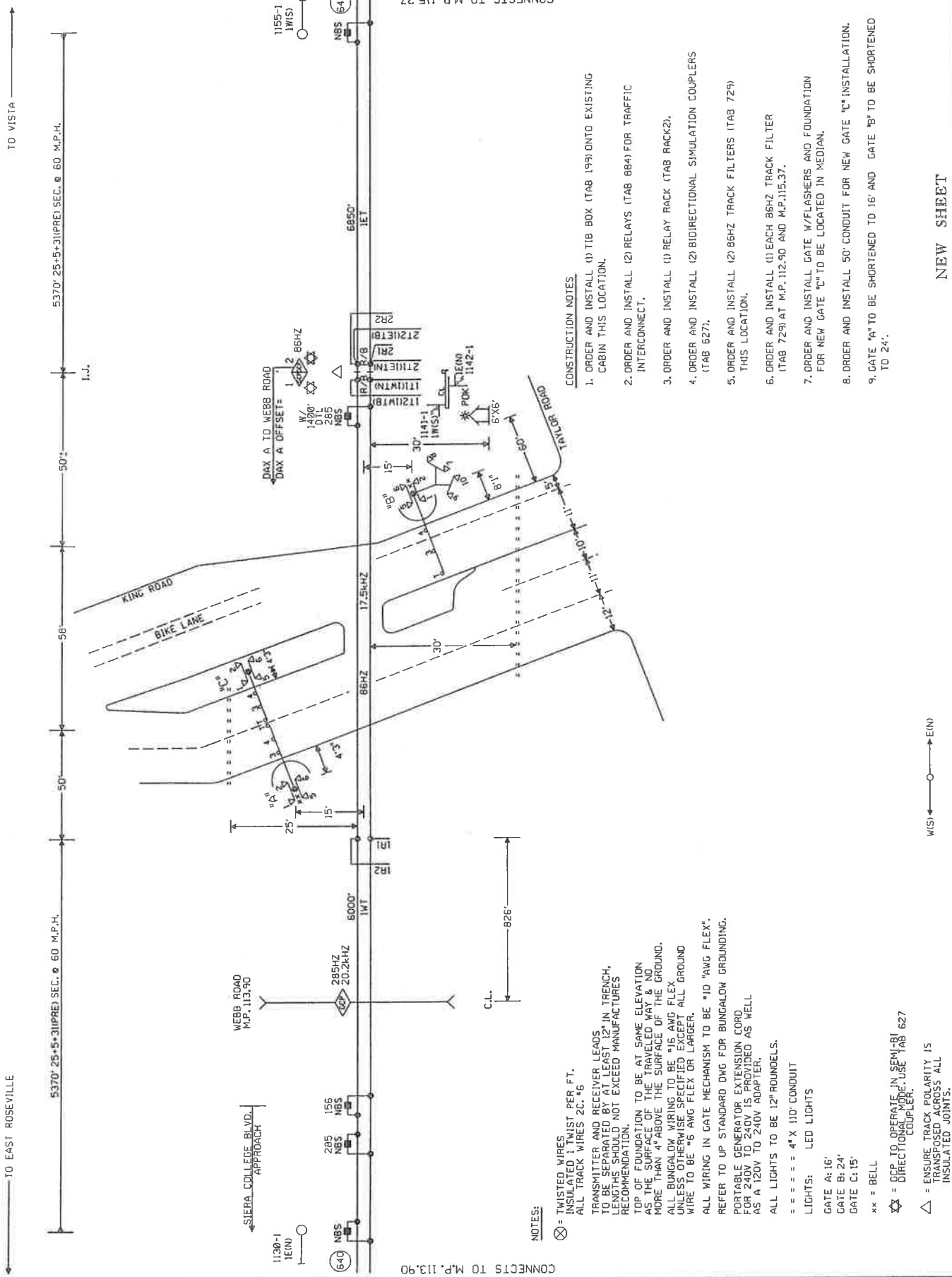
ESTIMATED USING FEDERAL ADDITIVES WITH INDIRECT AND  
 OVERHEAD CONSTRUCTION COST'S - 167.76%

FID: 73638 AWO: 09708 MP,SUBDIV: 114.06, ROSEVILLE  
 SERVICE UNIT: 19 CITY: LOOMIS STATE: CA

DESCRIPTION	QTY	UNIT	LABOR	MATERIAL	RECOLL	UPRR	TOTAL
ENGINEERING WORK							
ENGINEERING			1931		1931		1931
LABOR ADDITIVE 167.76%			11275		11275		11275
SIG HWY XNG			4821		4821		4821
TOTAL ENGINEERING			18027		18027		18027
SIGNAL WORK							
BILL PREP			900		900		900
CONTRACT				1618	1618		1618
LABOR ADDITIVE 167.76%			23502		23502		23502
PERSONAL EXPENSES				7410	7410		7410
SALES TAX				647	647		647
SIGNAL			13109	16181	29290		25290
TRANSP/IB/OB/RCLW CONTR				1581	1581		1581
ENVIRONMENTAL + PERMITS				1	1		1
TOTAL SIGNAL			17511	27438	64949		64949
LABOR/MATERIAL EXPENSE			55538	27438			
RECOLLECTIBLE/UPRR EXPENSE					82976	0	
ESTIMATED PROJECT COST							82976

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





**CONSTRUCTION NOTES**

1. ORDER AND INSTALL (1) TIB BOX (TAB 1959) ONTO EXISTING CABIN THIS LOCATION.
2. ORDER AND INSTALL (2) RELAYS (TAB 864) FOR TRAFFIC INTERCONNECT.
3. ORDER AND INSTALL (1) RELAY RACK (TAB 627).
4. ORDER AND INSTALL (2) BIDIRECTIONAL SIMULATION COUPLERS (TAB 627).
5. ORDER AND INSTALL (2) 86HZ TRACK FILTERS (TAB 729) THIS LOCATION.
6. ORDER AND INSTALL (1) EACH 86HZ TRACK FILTER (TAB 729) AT M.P. 112.90 AND M.P. 115.37.
7. ORDER AND INSTALL GATE W/FLASHERS AND FOUNDATION FOR NEW GATE "C" TO BE LOCATED IN MEDIAN.
8. ORDER AND INSTALL 50' CONDUIT FOR NEW GATE "C" INSTALLATION.
9. GATE "A" TO BE SHORTENED TO 16' AND GATE "B" TO BE SHORTENED TO 24'.

**NOTES:**

⊗ = TWISTED WIRES, INSULATED LIST PER FT. ALL TRACK WIRES 2C-#6

TRANSITTER AND RECEIVER LEADS TO BE SEPARATED BY AT LEAST 12" IN TRENCH, RECOMMENDATION NOT EXCEED MANUFACTURERS TOP OF FOUNDATION TO BE AT SAME ELEVATION AS THE SURFACE OF THE TRAVELWAY AND NO MORE THAN 4" ABOVE THE SURFACE OF THE GROUND.

ALL BUNGALOW WIRING TO BE #16 AWG FLEX UNLESS OTHERWISE SPECIFIED EXCEPT ALL GROUND WIRE TO BE #6 AWG FLEX OR LARGER.

ALL WIRING IN GATE MECHANISM TO BE #10 AWG FLEX.

REFER TO UP STANDARD DWG FOR BUNGALOW GROUNDING, PORTABLE GENERATOR EXTENSION CORD FOR 240V TO 240V IS PROVIDED AS WELL AS A 120V TO 240V ADAPTER.

ALL LIGHTS TO BE 12" ROUNDELS.  
 ===== 4" X 110' CONDUIT

LIGHTS: LED LIGHTS  
 GATE A: 16'  
 GATE B: 24'  
 GATE C: 15'

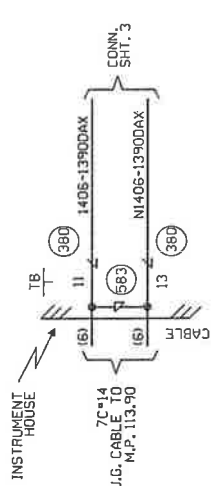
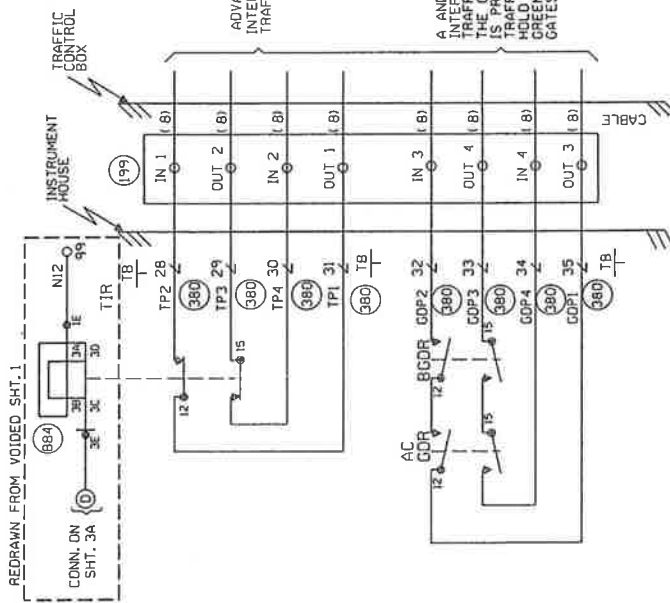
\*\* = BELL

⊗ = GCP TO OPERATE IN SEMI-BI DIRECTIONAL MODE, USE TAB 627 COUPLER.

△ = ENSURE TRACK POLARITY IS TRANSPOSED ACROSS ALL INSULATED JOINTS.

UNION PACIFIC		UNION PACIFIC RAILROAD		Sht. 1	
Date: 07/22/11	Drawn: XRL	Project: 750576X	LOOMIS, CALIFORNIA		
Checked: TJD	Design: JDF	MP: 114.06	KING ROAD		
Scale: 1"=100'	Design: JDF	MP: 114.06	ROSEVILLE SUBDIVISION		
Scale: 1"=100'	Design: JDF	MP: 114.06	ID: A11061X		
Scale: 1"=100'	Design: JDF	MP: 114.06	ID: A11061X		





CABLE TABULATION  
 CABLE NO. 6 7C\*14 U.G.B.T. HOUSE TO MP. 113.90  
 CABLE NO. 8 U.G.B.T. HOUSE TO TRAFFIC CONTROLLER

NEW SHEET  
 UNION PACIFIC RAILROAD  
 LOOMIS, CALIFORNIA  
 KING ROAD  
 ROSEVILLE SUBDIVISION

	Date: 07/22/71 XRL TJD	Sheet: 1C DOT 750575X MP. 114.06 ID: A11406.CX
	Date: 07/22/71 XRL TJD	Sheet: 1C DOT 750575X MP. 114.06 ID: A11406.CX
Update and with advanced preemption and King Road MP. 113.90 M.P. 113.90 7C*14	Date: 07/22/71 XRL TJD	Sheet: 1C DOT 750575X MP. 114.06 ID: A11406.CX
Signal Design SAFETY 7C*14	Date: 07/22/71 XRL TJD	Sheet: 1C DOT 750575X MP. 114.06 ID: A11406.CX

EXHIBIT C

# EXHIBIT D

To Supplemental Agreement  
(Existing Public Road Crossing Improvement)

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

UPRR Folder No.: Folder Number

UPRR Audit No.: Audit Number

## CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

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

\_\_\_\_\_  
(NAME OF CONTRACTOR)  
a \_\_\_\_\_ corporation ("Contractor").  
(State of Corporation)

### RECITALS:

Contractor has been hired by the *Name of Public Body* ("X") to perform work relating to the Purpose (the "work"), with all or a portion of such work to be performed on property of Railroad in the vicinity of the Railroad's Mile Post Mile Post on the Railroad's Name of Subdivision in or near City, County & State, as such location is in the general location shown on the Railroad Location Print marked **Exhibit A**, and as specified on the Detailed Prints collectively marked **Exhibit A-1**, each attached hereto and hereby made a part hereof, which work is the subject of a contract dated \_\_\_\_\_ between the Railroad and the X. (*Date of Contract*)

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

### AGREEMENT:

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

#### **ARTICLE 1 - DEFINITION OF CONTRACTOR.**

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

#### **ARTICLE 2 - RIGHT GRANTED; PURPOSE.**

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the work described in the Recitals above. The right herein granted to Contractor is

limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

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

The General Terms and Conditions contained in **Exhibit B**, the Insurance Requirements contained in **Exhibit C**, and the Minimum Safety Requirements contained in **Exhibit D**, each attached hereto, are hereby made a part of this Agreement.

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

- A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor, or any costs or expenses incurred by Railroad relating to this Agreement.
- B. Contractor shall coordinate all of its work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):
- MTM* *MSM*
- C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

**ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.**

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

**ARTICLE 6 - TERM; TERMINATION.**

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

**ARTICLE 7 - CERTIFICATE OF INSURANCE.**

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

*Union Pacific Railroad Company  
Real Estate Department  
1400 Douglas Street, MS 1690  
Omaha, NE 68179-1690  
UPRR Folder No.: Folder Number*

**ARTICLE 8 - DISMISSAL OF CONTRACTOR'S EMPLOYEE.**

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

**ARTICLE 9 - CROSSINGS.**

No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

**ARTICLE 10 - EXPLOSIVES.**

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

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

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

By: \_\_\_\_\_

**PAUL G. FARRELL**  
Senior Manager Contracts

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

By: \_\_\_\_\_

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

SAMPLE

## **EXHIBIT A**

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



## EXHIBIT B

### TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

#### GENERAL TERMS & CONDITIONS

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

A. Contractor agrees to notify the Railroad Representative at least thirty (30) working days in advance of Contractor commencing its work and at least thirty (30) working days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

B. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

C. Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

#### **Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED**

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

**Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.**

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Contractor caused by such railroad operations and work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Contractor.

**Section 4. LIENS.**

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

**Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.**

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.

B. In addition to other indemnity provisions in this Agreement, Contractor shall indemnify, defend and hold Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of Contractor, its agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Contractor shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

**Section 6. PERMITS - COMPLIANCE WITH LAWS.**

In the prosecution of the work covered by this Agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

**Section 7. SAFETY.**

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Contractor shall at a minimum comply with Railroad's safety standards listed in **Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's safety standards are contrary to good safety practices. Contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.

D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

#### **Section 8. INDEMNITY.**

A. To the extent not prohibited by applicable statute, Contractor shall indemnify, defend and hold harmless Railroad, its affiliates, and its and their officers, agents and employees (individually an "Indemnified Party" or collectively "Indemnified Parties") from and against any and all loss, damage, injury, liability, claim, demand, cost or expense (including, without limitation, attorney's, consultant's and expert's fees, and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, any Indemnified Party, Contractor, or any employee of Contractor or of any Indemnified Party) arising out of or in any manner connected with (i) any work performed by Contractor, or (ii) any act or omission of Contractor, its officers, agents or employees, or (iii) any breach of this Agreement by Contractor.

B. The right to indemnity under this Section 8 shall accrue upon occurrence of the event giving rise to the Loss, and shall apply regardless of any negligence or strict liability of any Indemnified Party, except where the Loss is caused by the sole active negligence of an Indemnified Party as established by the final judgment of a court of competent jurisdiction. The sole active negligence of any Indemnified Party shall not bar the recovery of any other Indemnified Party.

C. Contractor expressly and specifically assumes potential liability under this Section 8 for claims or actions brought by Contractor's own employees. Contractor waives any immunity it may have under worker's compensation or industrial insurance acts to indemnify the Indemnified Parties under this Section 8. Contractor acknowledges that this waiver was mutually negotiated by the parties hereto.

D. No court or jury findings in any employee's suit pursuant to any worker's compensation act or the Federal Employers' Liability Act against a party to this Agreement may be relied upon or used by Contractor in any attempt to assert liability against any Indemnified Party.

E. The provisions of this Section 8 shall survive the completion of any work performed by Contractor or the termination or expiration of this Agreement. In no event shall this Section 8 or any other provision of this Agreement be deemed to limit any liability Contractor may have to any Indemnified Party by statute or under common law.

#### **Section 9. RESTORATION OF PROPERTY.**

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

#### **Section 10. WAIVER OF DEFAULT.**

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

#### **Section 11. MODIFICATION - ENTIRE AGREEMENT.**

No modification of this Agreement shall be effective unless made in writing and signed by Contractor and Railroad. This Agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor

and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Contractor.

**Section 12. ASSIGNMENT - SUBCONTRACTING.**

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

## EXHIBIT C

### TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

#### INSURANCE REQUIREMENTS

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

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

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

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

**B. BUSINESS AUTOMOBILE COVERAGE INSURANCE.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

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

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

**C. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE.** Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state where the work is being performed.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

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

- Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

**D. RAILROAD PROTECTIVE LIABILITY INSURANCE.** Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this Agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this Agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

**E. UMBRELLA OR EXCESS INSURANCE.** If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

**F. POLLUTION LIABILITY INSURANCE.** Pollution liability coverage must be included when the scope of the work as defined in the Agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. In any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

### **OTHER REQUIREMENTS**

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

**H.** Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement.

**I.** Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.

**J.** Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.

**K.** All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the work is being performed.

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

## **EXHIBIT D**

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

#### **MINIMUM SAFETY REQUIREMENTS**

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

#### **I. CLOTHING**

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

Specifically, Contractor's employees must wear:

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

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

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

#### **II. PERSONAL PROTECTIVE EQUIPMENT**

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

- (i) Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Contractor's company logo or name.
- (ii) Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
- (iii) Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:
  - 100 feet of a locomotive or roadway/work equipment
  - 15 feet of power operated tools
  - 150 feet of jet blowers or pile drivers
  - 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)
- (iv) Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

#### **III. ON TRACK SAFETY**

Contractor is responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

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

#### **IV. EQUIPMENT**

A. It is the responsibility of Contractor to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Contractor's equipment is unsafe for use, Contractor shall remove such equipment from Railroad's property. In addition, Contractor must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:

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

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

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

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

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

A. Contractor shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.

B. Contractor shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.

C. All track work performed by Contractor meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.

D. All employees comply with the following safety procedures when working around any railroad track:

- (i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
- (ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
- (iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment 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.