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June 10, 2004

04-Sol-680-R2.6/R3.1
04-006084

Addendum No. 5

Dear Contractor:

This addendum is being issued to the contract for construction on State highway in SOLANO COUNTY IN BENICIA FROM 0.5 KM EAST OF INDUSTRIAL WAY TO 1.0 KM WEST OF LAKE HERMAN ROAD.

Submit bids for this work with the understanding and full consideration of this addendum. The revisions declared in this addendum are an essential part of the contract.

Bids for this work will be opened on July 27, 2004. The original bid opening date was previously postponed indefinitely under Addendum No. 4 dated December 12, 2003.

This addendum is being issued to set a new bid opening date as shown herein and revise the Notice to Contractors and Special Provisions.

In the Special Provisions, Section 5-1.15, "HAZARDOUS MATERIAL, GENERAL," the "CONTAMINANT SUMMARY" table at the end of the section is revised as attached.

In the Special Provisions, Section 10-1.18, "EARTHWORK," subsection "ROADWAY EXCAVATION (CHANNEL)," is revised as follows:

"ROADWAY EXCAVATION (CHANNEL)

Excavation shall conform to the provisions in Section 19-2 " Roadway Excavation" of the Standard Specifications and the following.

The Contractor shall prepare Excavation Plan (channel), including the list of equipment and personnel to be utilized to complete the work. The Contractor shall submit 3 copies of the Excavation Plan to the Engineer a minimum 30 days prior to the excavation operations, and shall allow 15 days for the Engineer to review the Excavation Plan. If revisions are required, as determined by the Engineer, the Contractor shall revise and resubmit the Excavation Plan within 15 days of receipt of the Engineer's comments and shall allow 15 days for the Engineer to review the Excavation Plan revisions. Upon the Engineer's approval of the Excavation Plan, 3 additional copies of the Excavation Plan shall be submitted to the Engineer. To allow constructions activities to proceed, the Engineer may conditionally approve the Excavation Plan while minor revisions are being completed. The Contractor shall perform all work in accordance with the approved Excavation Plan.

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Excavated material as a result of Roadway Excavation (Channel) shall be removed and disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Upon completion of the Roadway Excavation (Channel), the State shall retain the railroad crossing warning signals used at the Road Crossing, as its sole property to be used elsewhere as the State shall determine. The Contractor shall notify the Railroad representative listed below no less than sixty (60) days prior to completion of the Project that the State wants to retain the Signals and shall also at the that time coordinate the delivery of the signals to the State Storage Facility listed below. The Contractor shall be responsible for the signal loading and transport to the designated Storage Facility and other special handling associated therewith, and reasonable delivery and storage charges incurred by the Railroad. The Railroad representative to contact is:

Roderick Macquarrie
Director-Signal Construction
Union Pacific Railroad Company
Room 100
9451 Atkinson Street
Roseville, CA 95747
Telephone: (916) 789-5508
Cell Phone: (916) 765-7392
E-mail Address:

State Storage Facility
Representative: Vic Barbarick
District Electrical Regional Office
30 Rickard Street
San Francisco, CA 94134
Telephone: (415) 330-6500

Full compensation for the transport of the railroad crossing warning signals to the designated Storage Facility and other special handling associated therewith, the reasonable delivery and storage charges incurred by the Railroad, and for the disposal of excavated materials shall be considered as included in the contract price paid per cubic meter for Roadway Excavation (Channel) and no separate compensation will be made thereof."

In the Special Provisions, Section 13, "RAILROAD RELATIONS AND INSURANCE REQUIREMENTS, " is revised as attached.

Addendum No. 5
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June 10, 2004

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To Proposal and Contract book holders:

Indicate receipt of this addendum by filling in the number of this addendum in the space provided on the signature page of the proposal.

Submit bids in the Proposal and Contract book you now possess. Holders who have already mailed their book will be contacted to arrange for the return of their book.

Inform subcontractors and suppliers as necessary.

This office is sending this addendum by confirmed facsimile to all book holders to ensure that each receives it. A copy of this addendum and the modified wage rates are available for the contractor's use on the Internet Site:

http://www.dot.ca.gov/hq/esc/oe/weekly_ads/addendum_page.html

If you are not a Proposal and Contract book holder, but request a book to bid on this project, you must comply with the requirements of this letter before submitting your bid.

Sincerely,

ORIGINAL SIGNED BY

REBECCA D. HARNAGEL, Chief
Office of Plans, Specifications & Estimates
Office Engineer

Attachments

CONTAMINANT SUMMARY BENICIA-MARTINEZ WETLAND MITIGATION PROJECT						
BORING ID	SAMPLE DEPTH (m)	pH	Oil and Grease (mg/kg)	PEST (µg/kg)	PCB (µg/kg)	VOCs (µg/kg)
IT-B1-0	0.0	NA	60	ND	ND(250)	ND
IT-B1-0.76	0.76	NA	60	ND	ND(250)	ND
IT-B1-1.52	1.52	NA	240	ND	ND(250)	Trichloroethene=28
IT-B2-0	0.0	NA	260	ND	ND(250)	Trichloroethene=48
IT-B2-1.52	1.52	NA	120	ND	ND(250)	2-Butanone=54 Acetone=270 Trichloroethene=51
IT-B2-2.44	2.44	NA	60	ND	ND(250)	2-Butanone=130 Acetone=440
IT-B3-0	0.0	NA	100	ND	ND(250)	Xylenes=33.4
IT-B3-0.76	0.76	NA	140	ND	ND(250)	2-Butanone=17 Acetone=130
IT-B3-1.52	1.52	NA	ND(50)	ND	ND(250)	2-Butanone=118 Acetone=510 Carbon Disulfide=43
IT-B3-2.44	2.44	NA	ND(50)	ND	ND(250)	2-Butanone=150 Acetone=550 Carbon Disulfide=29 Ethylbenzene=9.8 Toluene=17 Xylenes=114
IT-B4-0	0.0	NA	60	ND	ND(250)	Acetone=84
IT-B4-0.76	0.76	NA	120	ND	ND(250)	ND
IT-B4-1.52	1.52	NA	200	ND	ND(250)	ND
IT-B4-2.44	2.44	4.8	60	ND	ND(250)	Acetone=33
IT-B5-0	0.0	NA	160	ND	ND(250)	Acetone=28
IT-B5-0.76	0.76	NA	140	ND	ND(250)	ND
IT-B5-1.52	1.52	NA	100	ND	ND(250)	ND
IT-B5-2.44	2.44	NA	60	ND	ND(250)	ND
IT-B6-0	0.0	NA	ND(50)	ND	ND(250)	Methylene Chloride=35 Trichloroethene=8.7
IT-B6-1.52	1.52	NA	160	ND	ND(250)	Methylene Chloride=26 Trichloroethene=23
IT-B7-0	0.0	NA	60	ND	ND(250)	Trichloroethene=13
IT-B7-0.76	0.76	NA	180	ND	ND(250)	ND
IT-B7-1.52	1.52	NA	120	ND	ND(250)	Xylenes=7.3
IT-B8-0	0.0	8.0	160	ND	ND(250)	ND
IT-B8-0.76	0.76	NA	80	ND	ND(250)	ND
IT-B8-1.52	1.52	NA	100	ND	ND(250)	Xylenes=18
IT-B9-0.76	0.76	NA	160	ND	ND(250)	ND

BORING ID	SAMPLE DEPTH (m)	pH	Oil and Grease (mg/kg)	PEST (µg/kg)	PCB (µg/kg)	VOCs (µg/kg)
IT-B9-1.52	1.52	NA	180	ND	ND(250)	Acetone=43
IT-B9-2.44	2.44	NA	80	ND	ND(250)	ND
IT-B10-0.76	0.76	NA	ND(50)	ND	ND(250)	Trichloroethene=5.0
IT-B10-1.52	1.52	NA	ND(50)	ND	ND(250)	ND
IT-B10-2.44	2.44	NA	ND(50)	ND	ND(250)	ND
IT-B11-0	0.0	NA	60	ND	ND(250)	ND
IT-B11-0.76	0.76	NA	60	ND	ND(250)	ND
IT-B11-1.52	1.52	NA	60	ND	ND(250)	ND
IT-B12-0.76	0.76	7.8	80	ND	ND(250)	ND
IT-B12-1.52	1.52	NA	ND(50)	ND	ND(250)	2-Butanone=15 Acetone=130 Carbon Disulfide=15
IT-B13-1.52	1.52	NA	ND(50)	ND	ND(250)	2-Butanone=110 Acetone=450 Carbon Disulfide=31 Xylenes=7.6
IT-B14-0	0.0	NA	140	ND	ND(250)	Acetone=65
IT-B14-0.76	0.76	NA	120	ND	ND(250)	Acetone=28 Xylenes=9.0
IT-B14-1.52	1.52	NA	100	ND	ND(250)	ND
IT-B15-0	0.0	NA	280	ND	ND(250)	ND
IT-B15-0.76	0.76	NA	320	ND	ND(250)	ND
IT-B15-1.52	1.52	NA	100	ND	ND(250)	ND
IT-B15-2.44	2.44	NA	120	ND	ND(250)	ND
IT-B16.152	1.52	6.7	120	ND	ND(250)	ND
IT-B17-6	0.2	NA	NA	NA	NA	Acetone=29 Methylene Chloride=31
IT-B17-24	0.6	NA	NA	NA	NA	Acetone=35 Methylene Chloride=12
IT-B17-84	2.1	NA	NA	NA	NA	Acetone=31 Methylene Chloride=33
IT-B18-6	0.2	NA	NA	NA	NA	Acetone=64 Methylene Chloride=36
IT-B18-24	0.6	NA	NA	NA	NA	2-Butanone=20 Acetone=290 Methylene Chloride=38
IT-B18-84	2.1	NA	NA	NA	NA	2-Butanone= 45 Acetone=280 Methylene Chloride=38
IT-B19-6	0.2	NA	NA	NA	NA	Acetone=47 Methylene Chloride=28

BORING ID	SAMPLE DEPTH (m)	pH	Oil and Grease (mg/kg)	PEST (µg/kg)	PCB (µg/kg)	VOCs (µg/kg)
IT-B19-84	2.1	NA	NA	NA	NA	2-Butanone=70 Acetone=350 Methylene Chloride=27
IT-B20-6	0.2	NA	NA	NA	NA	Acetone=79 Trichloroethene=43
IT-B20-30	0.8	NA	NA	NA	NA	cis-1,2-Dichloroethene=8.0 2-Butanone=17 Acetone=130 Methylene Chloride=11 Trichloroethene=230
IT-B20-84	2.1	NA	NA	NA	NA	Acetone=79 Methylene Chloride=20 Trichloroethene=43
IT-B21-6	0.2	NA	NA	NA	NA	Trichloroethene=7.2
IT-B21-84	2.1	NA	NA	NA	NA	2-Butanone=10 Acetone=150
IT-B22-6	0.2	NA	NA	NA	NA	Acetone=28 Trichloroethene=6.3
IT-B22-84	2.1	NA	NA	NA	NA	2-Butanone=79 Acetone=290 Trichloroethene=13
IT-B23-6	0.2	NA	NA	NA	NA	Acetone=63
IT-B23-36	0.9	NA	NA	NA	NA	Acetone=28
IT-B23-84	2.1	NA	NA	NA	NA	Acetone=31
IT-B24-84	2.1	NA	NA	NA	NA	Trichloroethene=7.3
IT-B26-138	3.5	NA	NA	NA	NA	2-Butanone=720 Acetone=2,200 Carbon Disulfide=15 Methylene Chloride=11
IT-MW-1-84	2.1	NA	NA	NA	NA	Trichloroethene=270
IT-MW-2-6	0.2	NA	NA	NA	NA	Trichloroethene=64
IT-MW-2-84	2.1	NA	NA	NA	NA	Trichloroethene=770
KB5-5	1.5	NA	NA	NA	NA	Acetone=19
KB6-2.5	0.8	NA	NA	NA	NA	Trichloroethene=5.5
KB8-4	1.2	NA	NA	NA	NA	Acetone=28
KB9-2.5	0.8	NA	NA	NA	NA	Trichloroethene=19 Acetone=12
KB10-5	1.5	NA	NA	NA	NA	Trichloroethene=13

CONTAMINANT SUMMARY BENICIA-MARTINEZ WETLAND MITIGATION PROJECT			
BORING ID	SAMPLE DEPTH (m)	CAM 17(1) (mg/kg)	WET (mg/l)
IT-B4-0	0.0	Chromium=69	0.19
IT-B7-0.76	0.76	Chromium=72	0.25
IT-B8-1.52	1.52	Chromium=62	0.065
IT-B9-0	0.0	Chromium=62	0.22
IT-B14-0.76	0.76	Chromium=70	0.27
IT-B16-1.52	1.52	Chromium=61	0.35
KSF-9	0.0	Mercury=206	NA
KSD-1	0.0	Lead=63.8	NA
KSD-3	0.0	Lead=120 Nickel=379	NA NA
KSD-4	0.0	Nickel=230	NA
KSD-5	0.0	Lead=139	NA
G-B97		Lead=97	NA

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CONTAMINANT SUMMARY
 BENICIA-MARTINEZ WETLAND MITIGATION PROJECT
 WATER SAMPLES

BORING ID	SAMPLE DEPTH (m)	Oil and Grease (µg/L)	VOCs (µg/L)
IT-B1-GW		ND(5,000)	Xylenes=700 Trichloroethene=7,200
IT-B8-GW		5,600	Trichloroethene=7,600
IT-B16-GW		9,600	Trichloroethene=42
IT-B17-GW		NA	Trichloroethene=12
IT-B20-GW		NA	Trichloroethene=6,700
IT-B21-GW		NA	Trichloroethene=5,800
IT-B22-GW		NA	Trichloroethene=60
IT-B23-GW		NA	Trichloroethene=1,800
IT-B24-GW		NA	Trichloroethene=3,100
IT-B25-GW		NA	Trichloroethene=11
IT-BEN-MW1(11.97)		NA	Trichloroethene=8,000
IT-BEN-MW2(11.97)		NA	Trichloroethene=11,000
IT-BEN-MW4(12.97)		NA	Acetone=30
KSFW-1		NA	Trichloroethene=1.7 Chloroform=1.2
KSFW-2		NA	Chloroform=1.9
KB3-W1		NA	1,1-Dichloroethene=6.8 cis-1,2-Dichloroethene=18 Trichloroethene=1,070
KB5-W1		NA	1,1-Dichloroethene=21 cis-1,2-Dichloroethene=20 trans-1,2-Dichloroethene=2 Tetrachloroethene=2 1,1,1-Trichloroethane=2.5 1,1,2-Trichloroethane=1.3 Trichloroethene=2,900
KB9-W1		NA	Chloroform=1.7 1,1-Dichloroethene=29 cis-1,2-Dichloroethene=25 trans-1,2-Dichloroethene=1.4 Tetrachloroethene=5.1 1,1,1,2-Tetrachloroethane=1.4 1,1,1-Trichloroethane=1.6 1,1,2-Trichloroethane=4.7 Trichloroethene=10,600
KB10-W1		NA	Chloroform=1.4 1,1-Dichloroethene=8.9 cis-1,2-Dichloroethene=23 1,1,2-Trichloroethane=4.8 Trichloroethene=9,300

BORING ID	SAMPLE DEPTH (m)	Oil and Grease (µg/L)	VOCs (µg/L)
KB11-W1		NA	Methylene chloride=4.6 Tetrachloroethene=2 Trichloroethene=1,100
K-BEN-MW1		NA	Chloroform=1.4 1,1-Dichloroethene=7.8 cis-1,2-Dichloroethene=17 Tetrachloroethene=1.2 1,1,2-Trichloroethane=1.9 Trichloroethene=8,900
K-BEN-MW2		NA	Chloroform=2.3 1,1-Dichloroethane=1.2 1,1-Dichloroethene=43 cis-1,2-Dichloroethene=20 1,2-Dichloropropane=1.3 Methylene chloride=1.5 Tetrachloroethene=4.9 1,1,1,2-Tetrachloroethane=1.7 1,1,1-Trichloroethane=4.4 1,1,2-Trichloroethane=1.9 Trichloroethene=9,200
K-BEN-MW3		NA	Trichloroethene=5.7
K-BEN-MW4		NA	Acetone=13
K-BEN-MW5		NA	Methylene chloride=4.6 Tetrachloroethene=1.7 Trichloroethene=24
G-B54	12.6	NA	Trichloroethene=429 cis-1,2-Dichloroethene=6.9
G-B55	6.0-9.3	NA	Trichloroethene=1,980 cis-1,2-Dichloroethene=7 1,1-Dichloroethene=6.2 Chloroform=6.9
G-B56	9.6	NA	Trichloroethene=1,890 cis-1,2-Dichloroethene=82 1,1-Dichloroethene=27
G-B58	4.8	NA	Trichloroethene=7,620 cis-1,2-Dichloroethene=17 1,1-Dichloroethene=8.5
G-B61	11	NA	Trichloroethene=59 Toluene=8.7
G-B63	10.2	NA	Trichloroethene=478 cis-1,2-Dichloroethene=218 1,1-Dichloroethene=10
G-B64	4.8	NA	Trichloroethene=1,780 cis-1,2-Dichloroethene=89 1,1-Dichloroethene=114
G-B65	4.8	NA	Trichloroethene=4,060 cis-1,2-Dichloroethene=38 1,1-Dichloroethene=38

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BORING ID	SAMPLE DEPTH (m)	Oil and Grease (µg/L)	VOCs (µg/L)
G-B66	6	NA	Trichloroethene=6,870 cis-1,2-Dichloroethene=28 trans-1,2-Dichloroethene=5.5 1,1-Dichloroethene=36
G-B66	9	NA	Trichloroethene=5,650 cis-1,2-Dichloroethene=30 1,1-Dichloroethene=32 Chloroform=6.3
G-B66	12	NA	Trichloroethene=4,040 cis-1,2-Dichloroethene=10 1,1-Dichloroethene=8.2 DBCM=10 Chloroform=22
G-B66	15	NA	Trichloroethene=138 DBCM=12 BDCM=13 Chloroform=44
G-B68	8.4	NA	Trichloroethene=3,490 cis-1,2-Dichloroethene=11 1,1-Dichloroethene=5.1
G-B73	12.5	NA	Trichloroethene=190
G-B73	10.5-13.5	NA	Trichloroethene=163
G-B74	9	NA	Trichloroethene=2,880 cis-1,2-Dichloroethene=14 1,1-Dichloroethene=17
G-B75	6	NA	Trichloroethene=3,010 cis-1,2-Dichloroethene=11 1,1-Dichloroethene=17 DBCM=10 Chloroform=15
G-B75	9	NA	Trichloroethene=6,320 cis-1,2-Dichloroethene=15 1,1-Dichloroethene=21 DBCM=11 Chloroform=20
G-B75	12	NA	Trichloroethene=7,170 cis-1,2-Dichloroethene=55 trans-1,2-Dichloroethene=8.8 1,1-Dichloroethene=55 1,1,1-Trichloroethane=12 DBCM=10 Chloroform=9
G-B75	15	NA	Trichloroethene=31
G-B76	3.9	NA	Trichloroethene=3,160 cis-1,2-Dichloroethene=48 trans-1,2-Dichloroethene=5.6 1,1-Dichloroethene=15
G-B76	6.9	NA	Trichloroethene=1,630 cis-1,2-Dichloroethene=27 1,1-Dichloroethene=5.6

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BORING ID	SAMPLE DEPTH (m)	Oil and Grease (µg/L)	VOCs (µg/L)
G-B76	9.9	NA	Trichloroethene=1,410 cis-1,2-Dichloroethene=22
G-B76	12.9	NA	Trichloroethene=7,120 cis-1,2-Dichloroethene=17 1,1-Dichloroethene=20
G-B78	11.4-12.9	NA	Trichloroethene=5.6 BDCM=6.2 Chloroform=32
G-B81	7.2	NA	Trichloroethene=6,790 cis-1,2-Dichloroethene=96 1,1-Dichloroethene=82 1,1,1-Trichloroethane=5.1
G-B82	12	NA	Trichloroethene=3,990 cis-1,2-Dichloroethene=56 1,1-Dichloroethene=26
G-B83	4.5	NA	Trichloroethene=393
G-B83	1.5-6.0	NA	Trichloroethene=9,770 cis-1,2-Dichloroethene=73 trans-1,2-Dichloroethene=15 1,1-Dichloroethene=54
G-B84	6	NA	Trichloroethene=1,290 cis-1,2-Dichloroethene=176 1,1-Dichloroethene=5.2
G-B88	9.6	NA	Trichloroethene=30
G-B90	9.6	NA	Trichloroethene=13 cis-1,2-Dichloroethene=9.2
G-B91	12	NA	Trichloroethene=5,080 cis-1,2-Dichloroethene=9.1 1,1-Dichloroethene=24
G-B92	12	NA	Trichloroethene=43
G-B95	10	NA	Trichloroethene=2,580 cis-1,2-Dichloroethene=8.2
G-CPT4	13.4	NA	Trichloroethene=14,600 cis-1,2-Dichloroethene=42 trans-1,2-Dichloroethene=5.1 1,1-Dichloroethene=50 Tetrachloroethene=5.6
G-MW-1	1.5-4.5	NA	Trichloroethene=8,000
G-MW-1	1.5-4.5	NA	Trichloroethene=8,900 cis-1,2-Dichloroethene=17 1,1-Dichloroethene=7.8 Chloroform=1.4 Tetrachloroethene=1.2
G-MW-1	1.5-4.5	NA	Trichloroethene=7,750 cis-1,2-Dichloroethene=17 1,1-Dichloroethene=9.7
G-MW-1	1.5-4.5	NA	Trichloroethene=8,570 cis-1,2-Dichloroethene=17 1,1-Dichloroethene=8.7

CONTRACT NO. 04-006084
REVISED PER ADDENDUM NO. 5 DATED JUNE 10, 2004

BORING ID	SAMPLE DEPTH (m)	Oil and Grease (µg/L)	VOCs (µg/L)
G-MW-2	1.5-4.5	NA	Trichloroethene=11,000
G-MW-2	1.5-4.5	NA	Trichloroethene=9,200 cis-1,2-Dichloroethene=20 1,1-Dichloroethene=43 1,1,1-Trichloroethane=4.4 Chloroform=2.3 Tetrachloroethene=4.9
G-MW-2	1.5-4.5	NA	Trichloroethene=10,400 cis-1,2-Dichloroethene=23 1,1-Dichloroethene=41
G-MW-2	1.5-4.5	NA	Trichloroethene=10,900 cis-1,2-Dichloroethene=24 1,1-Dichloroethene=41
G-MW-3	1.5-4.5	NA	Trichloroethene=5.7
G-WP1	7.5	NA	Trichloroethene=9,240 cis-1,2-Dichloroethene=15 1,1-Dichloroethene=12
G-WP1	9	NA	Trichloroethene=15,200 cis-1,2-Dichloroethene=26 1,1-Dichloroethene=32
G-WP1	10.5	NA	Trichloroethene=14,900 cis-1,2-Dichloroethene=29 1,1-Dichloroethene=22
G-WP1	12	NA	Trichloroethene=2,000 cis-1,2-Dichloroethene=8.6
G-WP2	7.5	NA	Trichloroethene=10,700 cis-1,2-Dichloroethene=19 1,1-Dichloroethene=25
G-WP2	9	NA	Trichloroethene=11,700 cis-1,2-Dichloroethene=18 1,1-Dichloroethene=25
G-WP2	10.5	NA	Trichloroethene=11,400 cis-1,2-Dichloroethene=22 1,1-Dichloroethene=32
G-WP2	12	NA	Trichloroethene=9,860 cis-1,2-Dichloroethene=19 1,1-Dichloroethene=33
G-WP3	7.5	NA	Trichloroethene=18
G-WP3	9	NA	Trichloroethene=29
G-WP3	10.5	NA	Trichloroethene=49
G-WP3	12	NA	Trichloroethene=111
G-WP3	13.5	NA	Trichloroethene=43
G-WP4	7.5	NA	Trichloroethene=8,010 cis-1,2-Dichloroethene=37 1,1-Dichloroethene=45 1,1,1-Trichloroethane=6.2
G-WP4	9	NA	Trichloroethene=8,020 cis-1,2-Dichloroethene=25 1,1-Dichloroethene=27

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BORING ID	SAMPLE DEPTH (m)	Oil and Grease (µg/L)	VOCs (µg/L)
G-WP4	10.5	NA	Trichloroethene=15,400 cis-1,2-Dichloroethene=24 1,1-Dichloroethene=39 Tetrachloroethene=5.4
G-WP5	7.5	NA	Trichloroethene=14,800 cis-1,2-Dichloroethene=55 trans-1,2-Dichloroethene=8.3 1,1-Dichloroethene=73 Tetrachloroethene=5.2
G-WP5	9	NA	Trichloroethene=13,400 cis-1,2-Dichloroethene=53 trans-1,2-Dichloroethene=10 1,1-Dichloroethene=63
G-WP5	10.5	NA	Trichloroethene=7,130 cis-1,2-Dichloroethene=39 1,1-Dichloroethene=63
G-WP5	12	NA	Trichloroethene=15,900 cis-1,2-Dichloroethene=48 1,1-Dichloroethene=73 Tetrachloroethene=5.6
G-WP5	13.5	NA	Trichloroethene=8,330 cis-1,2-Dichloroethene=17 1,1-Dichloroethene=43
G-WP6	7.5	NA	Trichloroethene=665 cis-1,2-Dichloroethene=13
G-WP6	9	NA	Trichloroethene=332
G-WP6	10.5	NA	Trichloroethene=16,500 cis-1,2-Dichloroethene=27 1,1-Dichloroethene=37 Tetrachloroethene=5.3
G-WP7	7.5	NA	Trichloroethene=2,460 cis-1,2-Dichloroethene=5.6 1,1-Dichloroethene=16
G-WP7	9	NA	Trichloroethene=6,980 cis-1,2-Dichloroethene=6.6 1,1-Dichloroethene=13
G-WP7	10.5	NA	Trichloroethene=14,200 cis-1,2-Dichloroethene=15 1,1-Dichloroethene=22
G-WP8	13.5	NA	Trichloroethene=18

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NOTES:

ND	Not detected at concentrations greater than the laboratory reporting limit
NA	Not analyzed
PH	Soil pH – EPA Method 9045
Oil and Grease	Oil and grease and total recoverable hydrocarbons – Std. Method 5520
PEST	Pesticides – EPA Test Method 8080
PCB	Polychlorinated Biphenyls – EPA Method 8080
VOCs	Volatile Organic Compounds – EPA Test Method 8240/8260 B
CAM 17 Metals	Scan metals – EPA Method 6010
WET	California waste extraction test

(1) Only metals with total concentrations greater than 10 times the respective Soluble Threshold Limit Concentration are reported in the table

Except as noted, contaminants that are not reported in the table were ND

Prefixes in boring ID denote the corresponding report:

IT-International Technology Corporation Site Investigation Reports August 1997/February 1998

K- Kleinfelder, Inc. Supplemental Site Investigation Report April 1999

G- Geocon Supplemental Site Investigation And Groundwater Monitoring Report June 2000

SECTION 13: RAILROAD RELATIONS AND INSURANCE REQUIREMENTS

13-1: RELATIONS WITH RAILROAD COMPANY

13-1.01 GENERAL

The term "Railroad" shall mean the Union Pacific Railroad Company.

The term "Contractor" shall mean all contractors hired by the State of California, Department of Transportation, to perform any Project work within the Railroad's property and their respective subcontractors and the officers and agents and employees of such contractors and subcontractors.

The term "Engineer" shall mean the State of California, Department of Transportation's engineer in charge of the Project.

It is expected that the Railroad will cooperate with the Contractor to the end that the work may be handled in an efficient manner. However, except for the additional compensation provided for hereinafter for delays in completion of specific unit of work to be performed by the Railroad, and except as provided in Public Contracts Code Section 7102, the Contractor shall have no claim for damages, extension of time, or extra compensation in the event his work is held up by work performed by the Railroad.

The Contractor must understand the Contractor's right to enter Railroad's property is subject to the absolute right of Railroad to cause the Contractor's work on Railroad's property to cease if, in the opinion of Railroad, Contractor's activities create a hazard to Railroad's property, employees, and operations.

The Contractor shall sign and submit to the Railroad the Contractor's Endorsement, that is attached to the Caltrans Right of Entry Agreement, attached hereto.

13-1.02 RAILROAD REQUIREMENTS

The Contractor shall notify Mr. Patrick A. Kerr, Manager Industry and Public Projects, 10031 Foothills Blvd., Roseville, CA 95747, Telephone (916) 789-6334, and the Engineer, in writing, at least 10 working days before performing any work on, or adjacent to the property or tracks of the Railroad.

The Contractor shall cooperate with the Railroad where work is over or under the tracks, or within the limits of Railroad property, to expedite the work and avoid interference with the operation of railroad equipment.

The Contractor shall comply with the rules and regulations of Railroad or the instructions of its representatives in relation to protecting the tracks and property of Railroad and the traffic moving on such tracks, as well as the wires, signals and other property of Railroad, its tenants or licensees, at and in the vicinity of the work during the period of construction.

The Contractor shall perform work to not endanger or interfere with the safe operation of the tracks and property of Railroad and traffic moving on such tracks, as well as wires, signals and other property of Railroad, its tenants or licensees, at or in the vicinity of the work.

The Contractor shall take protective measures to keep railroad facilities, including track ballast, free of sand or debris resulting from his operations. Damage to railroad facilities resulting from Contractor's operations will be repaired or replaced by Railroad and the cost of such repairs or replacement shall be deducted from the Contractor's progress and final pay estimates.

The Contractor shall contact the Railroad's "Call Before You Dig" at least 48 hours prior to commencing work, at 1-800-336-9193 (a 24 hour number) to determine location of fiber optics. If a telecommunications system is buried anywhere on or near railroad property, the Contractor will coordinate with the Railroad and the Telecommunication Company(ies) to arrange for relocation or other protection of the system prior to beginning any work on or near Railroad Property.

The Contractor shall not pile or store any materials nor park any equipment closer than 7.62-meter (25'-0") to the centerline of the nearest track, unless directed by Railroad's representative.

The Contractor shall also abide by the following temporary clearances during the course of construction:

3.66-meter (12'-0") horizontally from centerline of track
6.40-meter (21'-0") vertically above top of rail

The temporary vertical construction clearance above provided will not be permitted until authorized by the Public Utilities Commission. It is anticipated that authorization will be received not later than 15 days after the approval of the contract by the Attorney General. In the event authorization is not received by the time specified, and, if in the opinion of the Engineer, the Contractor's operations are delayed or interfered with by reason of authorization not being received by the said time, the State will compensate the Contractor for such delay to the extent provided in Section 8-1.09, "Right of Way Delays," of the Standard Specifications and not otherwise.

Walkways with railing shall be constructed by Contractor over open excavation areas when in close proximity of tracks, and railings shall not be closer than 2.60-meter (8'-6") horizontally from centerline of the nearest track, if tangent, or 2.90-meter (9'-6") if curved.

Infringement on the above temporary construction clearances by the Contractor's operations shall be submitted to the Railroad by the Engineer, and shall not be undertaken until approved by the Railroad, and until the Engineer has obtained any necessary authorization from any governmental body or bodies having jurisdiction thereover. No extension of time or extra compensation will be allowed in the event the Contractor's work is delayed pending Railroad approval and governmental authorization.

When the temporary vertical clearance is less than 6.86-meter (22'-6") above top of rail, Railroad shall have the option of installing tell-tales or other protective devices Railroad deems necessary for protection of Railroad trainmen or rail traffic.

Four sets of plans, in 279mm x 432mm (11" x 17") format, and two sets of calculations showing details of construction affecting the Railroad's tracks and property not included in the contract plans, including but not limited to shoring and falsework, shall be submitted to the Engineer for review prior to submittal to Railroad for final approval. Falsework shall comply with Railroad's guidelines. Demolition of existing structures shall comply with Railroad's guidelines. Shoring shall be designed in accordance with Railroad's shoring requirement of Drawing No. 106613 and guidelines for shoring and falsework, the latest edition issued by the Railroad's Office of Chief Engineer. All plans and calculations shall be prepared and signed by a professional civil engineer registered in the State of California. The review and approval by Railroad may take up to 6 weeks after receipt of all necessary information. No work shall be undertaken until such time as the Railroad has given such approval.

The Contractor shall notify the Engineer in writing, at least 25 calendar days but not more than 40 days in advance of the starting date of installing temporary work with less than permanent clearance at each structure site. The Contractor shall not be permitted to proceed with work across railroad tracks until this requirement has been met. No extension of time or extra compensation will be allowed if the Contractor's work is delayed due to failure to comply with the requirements in this paragraph.

No Blasting will be permitted.

Temporary crossing over tracks of Railroad for the purpose of hauling channel excavated materials or other equipment and materials related to the project will be permitted. The Contractor shall be allowed 400 loaded trucks of channel excavated materials to cross the temporary crossing. If the Contractor desires to move additional loaded trucks of channel excavated materials, across Railroad's tracks, the Contractor shall first obtain permission from Railroad. The Contractor shall furnish the Contractor's own employees as flagmen to control movements of vehicles on the temporary crossing and shall prevent the use of such temporary crossing by unauthorized persons and vehicles.

The Contractor shall not move tractors, bulldozers, caterpillars or other equipment not equipped with pneumatic rubber tires over the Railroad's tracks unless it has first placed rubber pads, wood mats or other protective materials (hereinafter "portable crossings") on the Railroad's tracks so as not to damage or stunt the tracks. Contractor's use of the portable crossings shall be limited to daylight hours only. Contractor shall not place portable crossings on the Railroad's tracks or use the portable crossings until and unless a railroad flagman is present. Contractor, at its own expense, shall furnish standby equipment capable of removing the portable crossings immediately upon request of the flagman. The portable crossings shall be removed at all times when a railroad train, engine or car is approaching and, in any event, at the end of each working day, and shall not be stored or placed closer than twenty (20) feet from the center line of the nearest track.

The Contractor shall keep the tracks, flagways and drainage facilities free and clear from gravel, rock, earth and debris.

The Contractor shall barricade the Road Crossing by closing and locking the gates and chains when the Road Crossing is not in use.

The Contractor shall, upon completion of the work covered by this contract to be performed by Contractor upon the premises or over or beneath the tracks of Railroad, promptly remove from the premises of Railroad, Contractor's tools, implements and other materials, whether brought upon said premises and cause said premises to be left in a clean and presentable condition.

Under-track pipeline installations shall be constructed in accordance with Railroad's current standards which may be obtained from Railroad. The general guidelines are as follows:

Edges of jacking or boring pit excavations shall be a minimum of 6.10-meter (20 feet) from the centerline of the nearest track.

If the pipe to be installed under the track is 100 mm (4 inches) in diameter or less, the top of the pipe shall be at least 1.067-meter (42 inches) below base of rail.

If the pipe diameter is greater than 100 mm (4 inches), the pipe shall be at least 1.60-meter (66 inches) below base of rail.

Installation of pipe or conduit under Railroad's tracks shall be done by dry bore and jack method.

Hydraulic jacking or boring will not be permitted. Care is to be exercised so as not to damage any underground facilities of Railroad.

13-1.03 PROTECTION OF RAILROAD FACILITIES

Upon advance notification of not less than 10 working days by the Contractor, Railroad representatives, conductors, flagmen or watchmen will be provided by Railroad to protect its facilities, property and movements of its trains or engines. Notice shall be made to Patrick A. Kerr, Industry and Public Projects of Railroad at (916) 789-6334. At the time of notification, the Contractor shall provide Railroad with a schedule of dates that flagging services will be needed, as well as times, if outside normal working hours. Subsequent deviation from the schedule shall require 10 working days advance notice from the first affected date. The Railroad will furnish such personnel or other protective devices:

- (a) 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 erection or construction activities are in progress within such limits, regardless of elevation above or below track.
- (b) For any excavation below elevation of track subgrade if, in the opinion of Railroad's representative, track or other Railroad facilities may be subject to settlement or movement.
- (c) During any clearing, grubbing, grading or blasting in proximity to Railroad which, in the opinion of Railroad's representative, may endanger Railroad facilities or operations.
- (d) During any of Contractor's operations when, in the opinion of Railroad's representatives, Railroad facilities, including, but not limited to, tracks, buildings, signals, wire lines or pipe lines, may be endangered.

The cost of flagging and inspection provided by Railroad during the period of constructing that portion of the Project located on or near Railroad property, as deemed necessary for the protection of Railroad's facilities and trains, will be borne by the State. The Railroad shall install a temporary concrete contractors haul road crossing with automatic warning devices for the duration of work on or near property of Railroad. Any additional flagging required on or near Railroad property, for the protection of Railroad's facilities and trains shall also be borne by the State under the State Agreement 04R325.

13-1.04 WORK BY RAILROAD

Railroad, at State's expense, will furnish or cause to be furnished as necessary due to construction, labor materials, tools and equipment to perform certain work including relocation of telephone, communication and signal lines and appurtenances and will perform any other work in connection therewith.

The following work by Railroad will be performed by Railroad forces:

- (a) The Railroad will perform preliminary engineering inspection and flagging as specified in Section 13-1.03, "Protection of Railroad Facilities," of these special provisions.
- (b) The Railroad will install temporary concrete surface and automatic warning devices for the proposed haul road crossing within the Project.

13-1.04 DELAYS DUE TO WORK BY RAILROAD

If delays due to work by the Railroad occur, and the Contractor sustains loss which, in the opinion of the Engineer, could not have been avoided by the judicious handling of forces, equipment and plant, the amount of said loss shall be determined as provided in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

If a delay due to work by Railroad occurs, an extension of time determined pursuant to the provisions in Section 8-1.07, "Liquidated Damages," of the Standard Specifications will be granted.

13-1.05 LEGAL RELATIONS

The provisions of Section 13-1, "Relations with Railroad Company," and the provisions of Section 13-2, "Railroad Protective Insurance," of these special provisions shall inure directly to the benefit of Railroad.

13.2 RAILROAD PROTECTIVE INSURANCE

In addition to any other form of insurance or bonds required under the terms of the contract and specifications, the Contractor will be required to carry insurance of the kinds and in the amounts hereinafter specified.

Such insurance shall be approved by the Railroad before any work is performed on Railroad's property and shall be carried until all work required to be performed on or adjacent to the Railroad's property under the terms of the contract is satisfactorily completed as determined by the Engineer, and thereafter until all tools, equipment and materials have been removed from Railroad's property and such property is left in a clean and presentable condition.

Full compensation for all premiums which the Contractor is required to pay on all the insurance described hereinafter shall be considered as included in the prices paid for the various items of work to be performed under the contract, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.

The following insurance coverage will be required:

(a) **General Liability** insurance providing bodily injury including death, personal injury and property damage coverage with a combined single limit of at least \$2,000,000 each occurrence or claim and an aggregate limit of at least \$4,000,000. This insurance shall contain broad form contractual liability with a separate general aggregate for the project (ISO Form CG 25 03 or equivalent). Exclusions for explosion, collapse and underground hazard shall be removed. Coverage purchased on a claims made form shall provide for at least a two (2) year extended reporting or discovery period if (a) the coverage changes from a claims made form to an occurrence form, (b) there is a lapse/cancellation of coverage, or (c) the succeeding claims made policy retroactive date is different for the expiring policy.

(b) **Automobile Liability** insurance providing bodily injury and property damage coverage with a combined single limit of at least \$2,000,000 each occurrence or claim. This insurance shall cover all motor vehicles including hired and non-owned, and mobile equipment if excluded from coverage under the general public liability insurance.

(c) **Workers' Compensation** insurance covering Contractor's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement, and Employers' Liability. If such insurance will not cover the liability of Contractor in states that require participation in state workers' compensation fund, Contractor shall comply with the laws of such states. If Contractor is self-insured, evidence of state approval must be provided.

(d) **Railroad Protective Liability** insurance naming the Railroad as the insured with a combined single limit of \$2,000,000 per occurrence with a \$6,000,000 aggregate. The policy shall be broad form coverage for "Physical Damage to Property" (ISO Form CG 00 35 or equivalent) and include pollution arising out of fuels and lubricants brought to the job site (ISO Form CG 28 31 or equivalent). A binder of insurance for Railroad Protective Liability must be submitted to the Railroad and the original policy or a certified duplicate original policy must be forwarded to the Railroad when available.

Contractor and its insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against Railroad. Contractor and its insurers also waive their right of subrogation against Railroad for loss of its owned or leased property or property under its care, custody and control. Contractor's insurance shall be primary with respect to any insurance carried by Railroad. The policy(ies) required under (a) and (b) above shall provide severability of interests and shall name Railroad as an additional insured.

Prior to commencing the Work, Contractor shall furnish to Railroad certificate(s) of insurance evidencing the required coverage and endorsements and upon request, a certified duplicate original of any required policy. The certificate(s) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify Railroad in writing of any material alteration including any change in the retroactive date in any "claims-made" policies or substantial reduction of aggregate limits, if such limits apply, or any cancellation at least thirty (30) days prior thereto.

The insurance policy(ies) shall be written by a reputable insurance company(ies) acceptable to Railroad or with a current Best's Insurance Guide Rating of B and Class VII or better, and authorized to do business in the state(s) in which the Work is located.

Contractor warrants that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who has been instructed by Contractor to procure the insurance coverage required by this Agreement.

If Contractor fails to procure and maintain insurance as required, Railroad may elect to do so at the cost of Contractor.

The fact that insurance is obtained by Contractor shall 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 shall not be limited by the amount of the required insurance coverage.

CONTRACT NO. 04-006084
REVISED PER ADDENDUM NO. 5 DATED JUNE 10, 2004

CALTRANS
RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of _____, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation (hereinafter the "Railroad" or "Licensor"); and **STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION** (hereinafter the "Licensee" or "State").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

ARTICLE 1 - DEFINITION OF LICENSEE

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

ARTICLE 2 - RIGHT GRANTED; PURPOSE

The Railroad hereby grants to the Licensee 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 portion of Railroad's property located at or near Milepost 36.18, Martinez Subdivision for the purpose of performing work relating to installation of culverts (the "Work"). The right herein granted to Licensee is limited to those portions of the Railroad's property specifically described herein, or designated by the Railroad representative named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS A AND A-1

The terms and conditions contained in **Exhibit A** and **Exhibit A-1**, attached hereto, are hereby made a part of this agreement.

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

The Licensee shall bear any and all costs and expenses associated with any work performed by the Licensee, or any costs or expenses incurred by the Railroad relating to this agreement. All work performed by Licensee on Railroad's property shall be performed in a manner satisfactory to Railroad's Trent Darrell Allen, 916-789-6123, or his authorized representative (hereinafter the "Railroad Representative"):

Michel Jeffery Kerwood
Manager Track Maintenance
33 Bridgehead Rd.
Martinez, CA 94553
510-891-7862
MICHELJKERWOOD@UP.COM

ARTICLE 5 - TERM; TERMINATION

a). The grant of right herein made to Licensee shall commence on the date of this agreement, and continue until the Work is completed but in no event longer than twenty four (24) months, unless sooner terminated as herein provided, or at such time as Licensee has completed its work on Railroad's property, whichever is earlier. Licensee agrees to notify the Railroad Representative in writing when it has completed its work on Railroad property.

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b). Railroad may suspend this right-of-entry agreement if it reasonably determines in good faith that Licensee has failed to comply with any of the material terms and conditions of this agreement and has not cured such failure within ten (10) days after receiving notice (oral or written) from Railroad describing such failure in reasonable detail. Suspension shall continue until Licensee has cured the subject matters of non-compliance and no extensions of time to perform the Work shall be granted as a result. Provisions of Article 8 shall govern with respect to Licensee's contractors.

ARTICLE 6 - CERTIFICATE OF INSURANCE

a). State is self-insured. State shall provide the Railroad defense and indemnification at least equal to the defense and indemnification to which the Railroad would be entitled as an additional insured had State purchased General Liability Insurance and Automobile Liability Insurance each in an amount of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence or claim and an aggregate limit of at least FOUR MILLION DOLLARS (\$4,000,000) for Bodily Injury and Property Damage. Nothing herein shall be deemed to insure Railroad against its sole negligence or willful misconduct.

b). In the event any of the Work to be done upon the property of the Railroad is to be done by a contractor or subcontractor of State, said contractor or subcontractor may have the benefit of the license herein granted, while performing work for State, provided they agree to be subject to and bound by the terms and conditions of this agreement by: (1) executing an endorsement to this agreement in the form set forth in Contractor's Endorsement, attached hereto, (2) providing to Railroad a binder of insurance for the Railroad Protective Liability Insurance described in paragraph (d) of Exhibit A-1, hereto attached, and the original policy, or a certified duplicate original policy when available, and (3) providing Railroad a Certificate of Insurance issued by its insurance carrier providing the other insurance coverage required pursuant to Exhibit A-1 of this agreement, in a policy or policies which contains the following type of endorsement:

Union Pacific Railroad Company is named as additional insured with respect to all liabilities arising out of Insured's, as Contractor, performance of any work on the property of the Railroad.

c). All insurance correspondence, binders or originals shall be directed to:

Folder No.1940-06, 2026-11 and 2224-32
Union Pacific Railroad Company
Director - Contracts
Attn: Greg L. Pinker
1800 Farnam Street
Omaha, Nebraska 68102

ARTICLE 7 - CHOICE OF FORUM

This agreement shall be governed, construed and enforced in accordance with the laws of the state of California. Litigation arising out of or connected with this agreement may be instituted and maintained in the courts of the state of California only, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation, in those courts, and consent to service of process issued by such courts.

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ARTICLE 8 - REMOVAL OF CONTRACTOR/SUBCONTRACTOR EMPLOYEE

At the request of Railroad, Licensee shall remove from Railroad property any contractor, subcontractor, officer, agent and/or employee of Licensee who fails to conform to the instructions of the Railroad Representative in connection with the Work on Railroad's property, and any right of Licensee shall be suspended until such removal has occurred. Licensee shall indemnify Railroad against any claims arising from the removal of any such contractor, subcontractor, officer, agent and/or employee from Railroad property.

ARTICLE 9 - ADMINISTRATIVE FEE – Intentionally omitted

ARTICLE 10 - SPECIAL PROVISIONS

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

b). Explosives or other highly flammable substances shall not be stored on Railroad property without the prior written approval of the Railroad Representative.

c). The parties agree that this agreement is not, and is not intended to be, a construction contract for purposes of Cal. Civ. Code 2782(a). Accordingly, to the maximum extent permitted by law, the provisions of Cal. Civ. Code 2782(a), as interpreted by the California courts in Southern Pacific Transportation Co. v. Sandyland Protective Association, 224 Cal.App.3d 1494, 274 Cal.Rptr. 626 (1990), and in other past and future cases, shall not apply to this agreement.

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

**STATE OF CALIFORNIA,
DEPARTMENT OF TRANSPORTATION**

By: _____
Title:

UNION PACIFIC RAILROAD COMPANY

By: _____
Title:

CONTRACTOR'S ENDORSEMENT

A. As a condition to entering upon Railroad's right-of-way to perform Work pursuant to this agreement, Licensee's contractor, _____ whose address is _____ (hereinafter "Contractor"), agrees to comply with and be bound by all the terms and provisions of this agreement relating to the Work to be performed and the insurance requirements set forth in Exhibit A-1. Contractor further acknowledges and agrees that the reference to Cal. Gov. Code §14662.5 in Sections 5.b) and 8.b) of Exhibit A to this agreement does not apply to Contractor and in no way limits the indemnities set forth in those provisions, to which Contractor agrees to be bound.

B. Before the Contractor commences any Work, the Contractor will provide the Railroad with (i) a binder of insurance for the Railroad Protective Liability Insurance described in paragraph (d) of Exhibit A-1, hereto attached, and the original policy, or a certified duplicate original policy when available, and (ii) a certificate issued by its insurance carrier providing the other insurance coverage required pursuant to Exhibit A-1 in a policy or policies which contains the following type endorsement:

UNION PACIFIC RAILROAD COMPANY is named as an additional insured with respect to all liabilities arising out of Insured's performance of Work on behalf of the Licensee.

C. All insurance correspondence, binders or originals shall be directed to:

Folder No. 1940-06, 2026-11 and 2224-32
Union Pacific Railroad Company
Director - Contracts
Attn: Greg L. Pinker
1800 Farnam Street
Omaha, Nebraska 68102

D. Please note that fiber optic cable may be buried on Railroad's property. **Prior to commencing any work, Contractor agrees to contact Railroad's Telecommunications Operation Center at 1-800-336-9193 to determine if any fiber optic cable is located on Railroad's property on or near the location where the work is to be performed.** If there is, Contractor must comply with the terms and conditions of Section 5 of Exhibit A before commencing any work on Railroad's property.

E. **Contractor agrees to also contact Railroad's Manager-Track Maintenance at 510-891-7862** at least 48 hours prior to working on Railroad's property in order for Railroad to coordinate the Contractor's work with Railroad's operations and to make arrangements for flagging protection (if applicable).

CONTRACTOR (print name on above line)

By: _____
(sign on above line)

Title: _____

**EXHIBIT A
TO
CALTRANS RIGHT OF ENTRY AGREEMENT**

Section 1. NOTICE OF COMMENCEMENT OF WORK - FLAGGING.

a. The Licensee agrees to notify the Railroad Representative at least 10 working days in advance of Licensee commencing its work and at least 10 working days in advance of proposed performance of any work by the Licensee in which any person or equipment will be within 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 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 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 10-day notice, the Railroad Representative will determine and inform the Licensee whether a flagman need be present and whether the Licensee need implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by the Railroad, such services will be provided at Licensee's expense with the understanding that if the Railroad provides any flagging or other services, the Licensee shall not be relieved of any of its responsibilities or liabilities set forth herein. Licensee shall promptly pay to Railroad all charges connected with such services within 30 days after presentation of a bill therefor.

b. The rate of pay per hour for each person will be the prevailing hourly rate in effect for an eight hour day for the class of persons 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 & welfare, supplemental sickness, Railroad Retirement & UC, supplemental pension, Empl. Liability & Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect on the day of execution of this agreement. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays; 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 the 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, the Licensee shall pay on the basis of the new rates and charges.

c. Reimbursement to the Railroad will be required covering the full eight hour day during which any flagman is furnished, unless he 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 said flagman following his assignment to work on the project for which the Railroad is required to pay the flagman and which could not reasonably be avoided by the Railroad Company by assignment of such flagman to other work, even though the Licensee may not be working during such time. When it becomes necessary for the Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, the Licensee must provide the Railroad a minimum of 5-days notice prior to the cessation of the need for a flagman. If 5-days notice of cessation is not given, the Licensee will still be required to pay flagging charges for the 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 10-days-notice must then be given to the Railroad if flagging services are needed again after such 5-day cessation notice has been given 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 the 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 reasonably done at any time or times by the Railroad without liability to the Licensee or to any other party for compensation or damages.

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

Section 3. NO INTERFERENCE WITH RAILROAD'S OPERATION.

No work performed by Licensee shall cause any unreasonable interference with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Railroad its lessees, licensees or others, unless specifically permitted under this agreement, or specifically authorized in advance by the Railroad Representative. Nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof. When not in use, Licensee's machinery and materials shall be kept at least 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.

Section 4. MECHANIC'S LIENS.

The Licensee shall pay in full all persons who perform labor or provide materials for the work to be performed by Licensee. The Licensee 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 the Railroad for any such work performed. The Licensee shall indemnify and hold harmless the 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.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

a. 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. Licensee shall telephone the Railroad at 1-800-336-9193 (a 24-hour number) to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by the Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, and shall commence no work on the right of way until all such protection or relocation has been accomplished.

b. In addition to other indemnity provisions in this Agreement, the Licensee shall, pursuant to Cal. Gov. Code §14662.5, indemnify and hold the 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 the Licensee, its contractor, agents and/or employees, that proximately 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 contractors, agents and/or employees, on Railroad's property. Licensee 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. COMPLIANCE WITH LAWS.

In the prosecution of the work covered by this agreement, the Licensee shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The Licensee shall use only such methods as are consistent with safety, both as concerns the Licensee, the Licensee's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Licensee (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's property. If any failure by the Licensee to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Licensee shall reimburse and indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorneys' fees, court costs and expenses. The Licensee further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

Section 7. SAFETY INSTRUCTIONS.

Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the Work pursuant to this agreement. As reinforcement and in furtherance of overall safety measures to be observed by the Licensee (and not by way of limitation), the following special safety rules shall be followed:

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

b. The employees of the Licensee shall 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. Only waist length shirts with sleeves and trousers that cover the entire leg are to be worn. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching. The employees should wear sturdy and protective work boots and at least the following protective equipment:

(1) Protective head gear that meets American National Standard-Z89.1-latest revision. It is suggested that all hardhats be affixed with Licensee's, contractor's or subcontractor's company logo or name.

(2) Eye protection that meets American National Standard 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, burning, etc.; and

(3) Hearing protection which affords enough attenuation to give protection from noise levels that will be occurring on the job site.

c. All heavy equipment provided or leased by the Licensee shall be equipped with audible back-up warning devices. If in the opinion of the Railroad Representative any of Licensee's or any of its contractor's or subcontractor's equipment is unsafe for use on the Railroad's right-of-way, the Licensee, at the request of the Railroad Representative, shall remove such equipment from the Railroad's right-of-way.

Section 8. INDEMNITY.

a. As used in this Section, "Railroad" includes other railroad companies using the Railroad's property at or near the location of the Licensee's installation and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (a) injury to or death of persons whomsoever (including the Railroad's officers, agents, and employees, the Licensee's officers, agents, and employees, as well as any other person); and/or (b) damage to or loss or destruction of property whatsoever (including Licensee's property, damage to the roadbed, tracks, equipment, or other property of the Railroad, or property in its care or custody).

b. As a major inducement and in consideration of the license and permission herein granted, the Licensee, pursuant to Cal. Gov. Code §14662.5, agrees to indemnify and hold harmless the Railroad from any Loss which is proximately caused in whole or in part by the work performed under this agreement, a breach of the agreement or the failure to observe the health and safety provisions herein, or any activity, omission or negligence arising out of performance or nonperformance of this agreement regardless of whether contributed to in part by the negligence or fault of Railroad. However, the Licensee shall not indemnify the Railroad when the Loss is caused by the sole negligence or willful misconduct of the Railroad.

c. Any liability of either party hereunder to one of its employees under any Workers' Compensation Act or the Federal Employers' Liability Act shall not be questioned or in any way challenged by the other party, nor shall any jury or court findings resulting from any employee's suit against either party pursuant to any such Act(s) be relied upon or used by either party in any attempt to assert common law liability against the other.

Section 9. RESTORATION OF PROPERTY.

In the event the Railroad authorizes the Licensee to take down any fence of the Railroad or in any manner move or disturb any of the other property of the Railroad in connection with the work to be performed by Licensee, then in that event the Licensee shall, as soon as possible and at Licensee'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. The Licensee shall remove all of Licensee's tools, equipment and materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Licensee entered thereon.

Section 10. WAIVER OF BREACH.

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

Section 11. ASSIGNMENT - SUBCONTRACTING.

Except as otherwise provided herein, the Licensee shall not assign, sublet or subcontract this agreement, or any interest therein, without the written consent of the Railroad and any attempt to so assign, sublet or subcontract without the written consent of the Railroad shall be void. If the Railroad gives the Licensee permission to subcontract all or any portion of the work herein described, the Licensee is and shall remain responsible for all work of contractors and subcontractors, and all work of contractors and subcontractors shall be governed by the terms of this agreement.

Exhibit A-1
UNION PACIFIC RAILROAD
CONTRACT INSURANCE REQUIREMENTS
Caltrans Right Of Entry Agreement

Caltrans' Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

(a) **General Liability** insurance providing bodily injury including death, personal injury and property damage coverage with a combined single limit of at least \$2,000,000 each occurrence or claim and an aggregate limit of at least \$4,000,000. This insurance shall contain broad form contractual liability with a separate general aggregate for the project (ISO Form CG 25 03 or equivalent). Exclusions for explosion, collapse and underground hazard shall be removed. Coverage purchased on a claims made form shall provide for at least a two (2) year extended reporting or discovery period if (a) the coverage changes from a claims made form to an occurrence form, (b) there is a lapse/cancellation of coverage, or (c) the succeeding claims made policy retroactive date is different for the expiring policy.

(b) **Automobile Liability** insurance providing bodily injury and property damage coverage with a combined single limit of at least \$2,000,000 each occurrence or claim. This insurance shall cover all motor vehicles including hired and non-owned, and mobile equipment if excluded from coverage under the general public liability insurance.

(c) **Workers' Compensation** insurance covering Contractor's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement, and Employers' Liability. If such insurance will not cover the liability of Contractor in states that require participation in state workers' compensation fund, Contractor shall comply with the laws of such states. If Contractor is self-insured, evidence of state approval must be provided.

(d) **Railroad Protective Liability** insurance naming the Railroad as the insured with a combined single limit of \$2,000,000 per occurrence with a \$6,000,000 aggregate. The policy shall be broad form coverage for "Physical Damage to Property" (ISO Form CG 00 35 or equivalent) and include pollution arising out of fuels and lubricants brought to the job site (ISO Form CG 28 31 or equivalent). A binder of insurance for Railroad Protective Liability must be submitted to the Railroad and the original policy or a certified duplicate original policy must be forwarded to the Railroad when available.

Contractor and its insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against Railroad. Contractor and its insurers also waive their right of subrogation against Railroad for loss of its owned or leased property or property under its care, custody and control. Contractor's insurance shall be primary with respect to any insurance carried by Railroad. The policy(ies) required under (a) and (b) above shall provide severability of interests and shall name Railroad as an additional insured.

Prior to commencing the Work, Contractor shall furnish to Railroad certificate(s) of insurance evidencing the required coverage and endorsements and upon request, a certified duplicate original of any required policy. The certificate(s) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify Railroad in writing of any material alteration including any change in the retroactive date in any "claims-made" policies or substantial reduction of aggregate limits, if such limits apply, or any cancellation at least thirty (30) days prior thereto.

The insurance policy(ies) shall be written by a reputable insurance company(ies) acceptable to Railroad or with a current Best's Insurance Guide Rating of B and Class VII or better, and authorized to do business in the state(s) in which the Work is located.

Contractor **WARRANTS** that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who has been instructed by Contractor to procure the insurance coverage required by this Agreement.

If Contractor fails to procure and maintain insurance as required, Railroad may elect to do so at the cost of Contractor.

The fact that insurance is obtained by Contractor shall 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 shall not be limited by the amount of the required insurance coverage.