



City Council Staff Report

DATE: March 15, 2017

NEW BUSINESS

SUBJECT: APPROVAL OF A PUBLIC HIGHWAY OVERPASS CROSSING AGREEMENT WITH THE UNION PACIFIC RAILROAD (UPRR) COMPANY FOR THE INDIAN CANYON DRIVE WIDENING & BRIDGE REPLACEMENT, CITY PROJECT NO. 01-11, FEDERAL AID PROJECT NO. BRLO 5282 (017), UPRR FOLDER NO. 2816-73

FROM: David H. Ready, City Manager

BY: Engineering Services Department

SUMMARY

Approval of a Public Highway Overpass Crossing Agreement, commonly known as a Construction and Maintenance (C&M) Agreement with the Union Pacific Railroad Company (UPRR) is required to construct improvements associated with the Indian Canyon Drive Widening & Bridge Replacement, City Project No. 01-11, Federal Aid Project No. BRLO 5282 (017), UPRR Folder No. 2816-73 (the "Project").

RECOMMENDATION:

1. Adopt Resolution No. _____ "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, CALIFORNIA APPROVING A PUBLIC HIGHWAY OVERPASS AGREEMENT WITH THE UNION PACIFIC RAILROAD COMPANY FOR THE INDIAN CANYON DRIVE WIDENING AND BRIDGE REPLACEMENT, CITY PROJECT NO. 01-11, FEDERAL AID PROJECT NO. BRLO 5282 (017), UPRR FOLDER NO. 2816-73;
2. Approve a Public Highway Overpass Crossing Agreement, (A _____), with Union Pacific Railroad Company in the amount of \$72,600 for slope, footing, and temporary construction easements and the right to construct, reconstruct, maintain, and repair improvements associated with APN Nos. 669-070-007 and APN 669-100-006;
3. Authorize re-imbursements to Union Pacific Railroad Company for an estimated amount of \$850,000 for work associated with the Project as per the Public Highway Overpass Crossing Agreement; and
4. Authorize the City Manager to execute all necessary documents.

ITEM NO. 5.B.

STAFF ANALYSIS:

After the City initiated the Indian Canyon Drive / Interstate 10 Interchange Project ("I-10 Project") in 2000, the Public Works and Engineering Department, now the Engineering Services Department ("Department") turned its attention to widening Indian Canyon Drive through the Whitewater River up to Garnet Avenue to correspond with the ultimate 6-lane roadway now completed from Garnet Avenue over Interstate 10 as part of the I-10 Project. In pursuit of this goal, the Department applied for and obtained federal grants for widening Indian Canyon Drive, from the UPRR bridge to Garnet Avenue, from 2 lanes to 6 lanes. The Department was initially successful in being awarded a federal grant of \$4,286,000 from the Highway Bridge Program ("HBP"), administered through the California Department of Transportation ("Caltrans"). Subsequently, as the scope of the Project changed from widening of the existing UPRR bridge to complete replacement of the UPRR bridge, and where the total cost of the Project increased, the Department successfully increased the total federal funding for the Project to \$17.4 Million.

In May 2001, the Department obtained approval from Caltrans to proceed with the preliminary engineering phase for this project. Subsequently, the City Council awarded a contract to Dokken Engineering on March 20, 2002, for professional environmental and engineering design services, and right-of-way acquisition services, for the Project.

The Project extends through environmentally sensitive habitat occupied by certain protected species, and environmental analysis and approvals of the Project by resource agencies occurred concurrently as the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP) was being developed and approved. Following final approvals of the CVMSHCP by the resource agencies in 2008, which listed the Project as a "Covered Project", the City obtained final environmental approvals for the Project from Caltrans and resources agencies in 2009.

Following environmental approvals of the Project, Dokken Engineering has continued with the final design and right-of-way acquisition phases. The Project will require the acquisition of rights-of-way from various parcels, including a C&M Agreement, formally identified as a Public Highway Overpass Agreement with the UPRR for APN Nos. 669-070-007 and 669-100-006 shown in Figure 1.

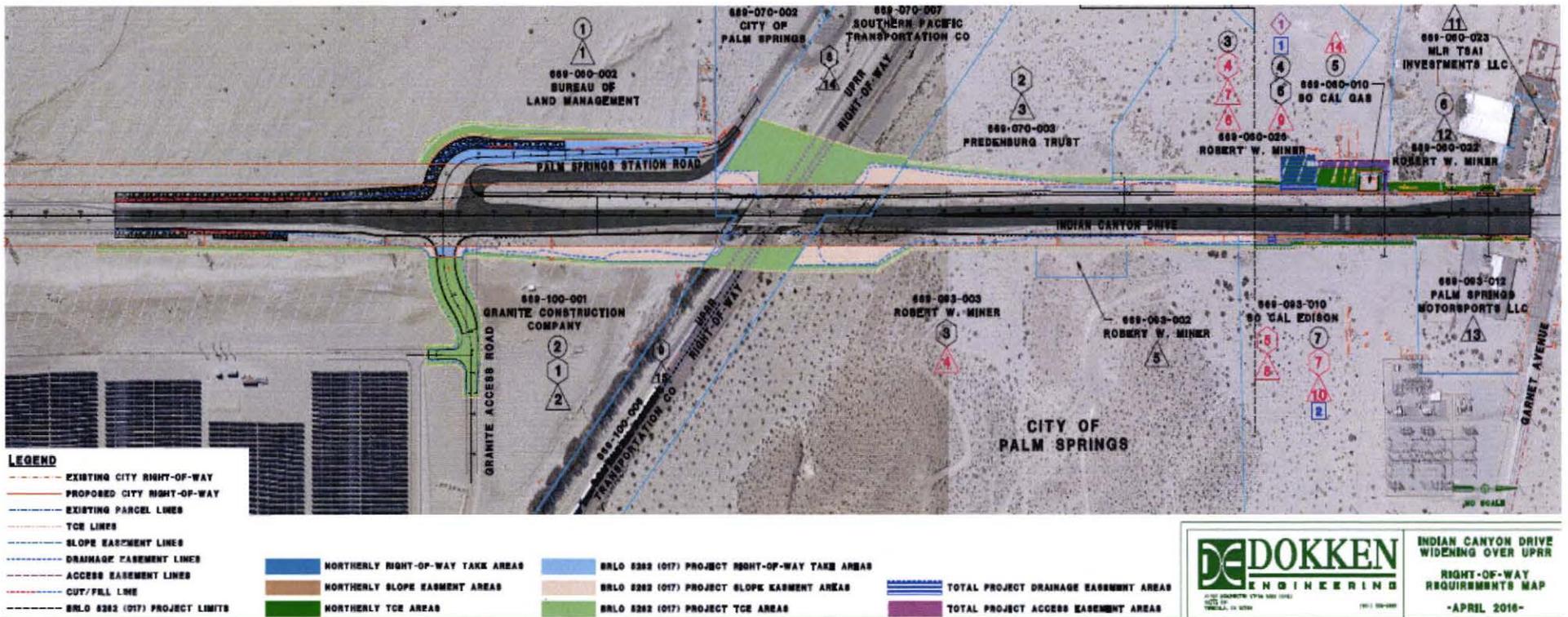


Figure 1

An existing agreement between Riverside County and UPRR, approved August 18, 1952, granted the County right-of-way for the grade separation and embankments, and authorization to construct and maintain the bridge crossing. At that time, it was necessary for the County to acquire rights to construct the grade separation over the Southern Pacific Railroad right-of-way (Southern Pacific Railroad was later acquired by UPRR). The UPRR bridge was originally constructed and was a part of Riverside County in 1953. Upon annexation of this area to the City of Palm Springs in 1991, the City acquired the rights authorized by the agreement between the County and UPRR.

In order to construct the replacement bridge and embankments within UPRR right-of-way, the City was required to first submit the detailed plans and specifications for the widening to UPRR for approval. UPRR's approval of our project is demonstrated through a Public Highway Overpass Agreement, commonly known as a Construction and Maintenance (C&M) Agreement. The C&M Agreement, to acquire the slope, footing, and temporary construction easements along with the right to construct, reconstruct, maintain, and repair improvements associated with APN 669-070-007 and 669-100-006 contains some of the provisions listed below.

1. The City will pay the UPRR the amount of \$72,600 for slope, footing, and temporary construction easements and for the right to construct, reconstruct, maintain, and repair improvements associated with APN Nos. 669-070-007 and APN 669-100-006.
2. The City will reimburse UPRR for all costs involved with inspection, engineering and railroad flagging, estimated at \$850,000, of which railroad flagging will be billed to the contractor.
3. The City's contractor is required to execute a Contractor's Right of Entry Agreement with UPRR which includes certain insurance coverage requirements.
4. The City, at its expense, shall maintain, repair and renew, or cause to be maintained, repaired and renewed, the entire structure, including, but not limited to, the superstructure, substructure, piers, abutments, walls, approaches and all backfill, grading and drainage required by reason of the structure, as well as all graffiti removal or painting involving the structure.
5. The UPRR, at its expense, will maintain, repair and renew, or cause to be maintained, repaired and renewed, the rails, ties, ballast and communication and signal facilities owned by UPRR beneath the Structure.

At its Closed Session meeting of October 21, 2015, the City Council received a report from staff on the fair market value of the required rights-of-way for the Project, and directed staff to proceed with final negotiations and acquisition with the affected property owners. The City has completed negotiations with the UPRR of the properties identified by APN 669-070-007 and 669-100-006 for slope, footing, and temporary construction easements as shown in Figure 2.

APN: 669-070-007 & 669-100-006
 OWNER: Union Pacific Railroad Company

- **Proposed Slope Easement: +/- 9,761 Square Feet**
- **Proposed Footing Easement: +/- 4,117 Square Feet**
- **Temporary Construction Easement: +/- 59,877 Square Feet**

LEGEND:	
	EXISTING PARCEL APN 669-070-007 & 669-100-006
	EXISTING RIGHT-OF-WAY/ PROPERTY BOUNDARY
	PROPOSED RIGHT-OF-WAY/ PROPERTY BOUNDARY
	PROPOSED TEMPORARY CONSTRUCTION EASEMENT
	PROPOSED ROADWAY
	PROPOSED SLOPE EASEMENT
	EXISTING OVERHEAD EASEMENT
	PROPOSED BRIDGE
	EXISTING BRIDGE
	EXISTING ABUTMENTS, COLUMNS, FOOTINGS
	TEMPORARY CONSTRUCTION EASEMENT AREA
	SLOPE EASEMENT AREA
	EXISTING OVERHEAD EASEMENT AREA
	PROPOSED ABUTMENTS, COLUMNS, FOOTINGS

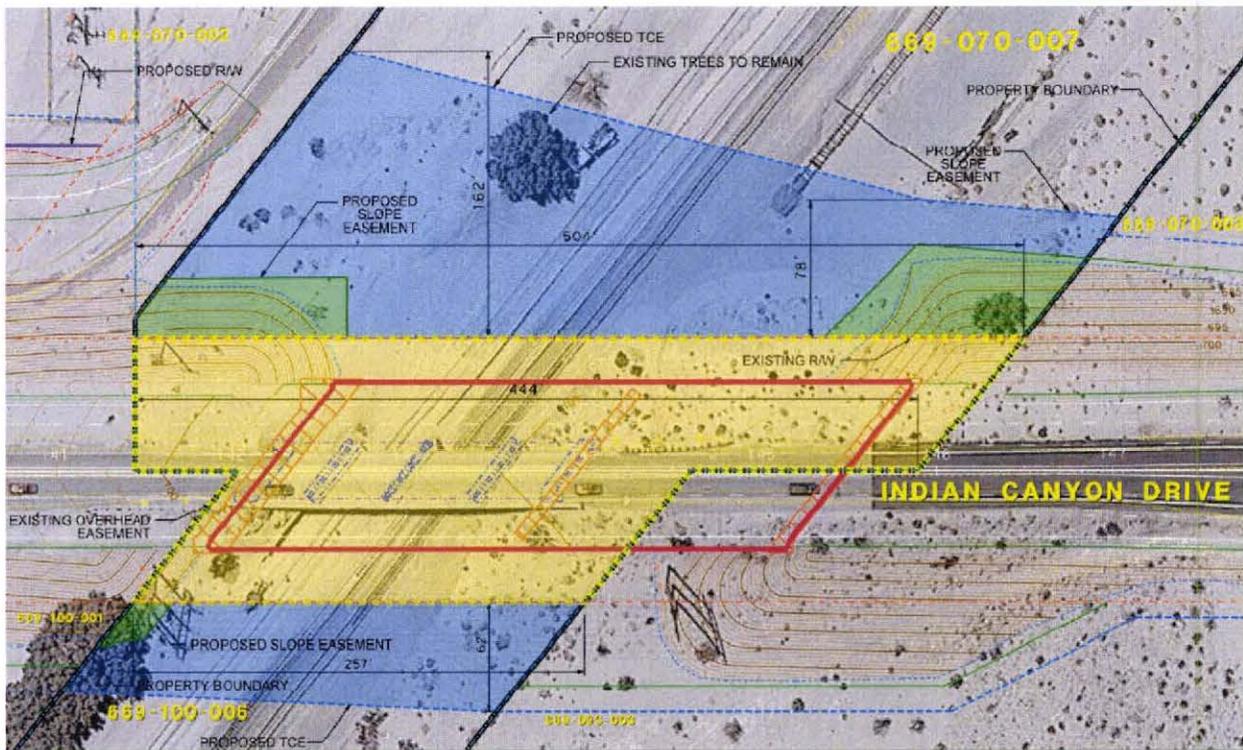


Figure 2

A resolution, included as **Attachment 1**, and the Public Highway Overpass Agreement, commonly known as a C&M Agreement with UPRR, included as **Attachment 2**, are recommended for approval. As part of the agreement, the City will acquire +/- 9,761 square feet of slope easement and +/- 4,117 square feet in bridge footing easement, in the amount of \$24,300 and rent the required +/- 59,877 square feet of the properties at a cost of \$48,300 for a period of 36 months or construction completion, whichever occurs earlier, following the effective date of the agreement.

ENVIRONMENTAL IMPACT:

Section 21084 of the California Public Resources Code requires Guidelines for Implementation of the California Environmental Quality Act ("CEQA"). In accordance with the CEQA Guidelines, the City acting as "Lead Agency" pursuant to CEQA, previously completed an environmental analysis of the potential impacts resulting from construction of the Project. On November 4, 2009, the City Council adopted Resolution No. 22620, adopting and ordering the filing of a Mitigated Negative Declaration for the Project. Subsequently, on November 5, 2009, staff filed a Notice of Determination with the Riverside County Clerk and State Clearing House. A copy of the Notice of Determination is included as **Attachment 3**.

The Project is funded, in part, by federal funds, requiring oversight by the State of California, Department of Transportation ("Caltrans"). As a federally funded project, the Project is subject to environmental review pursuant to the National Environmental Policy Act ("NEPA"). On September 24, 2009, Caltrans, acting as the lead agency pursuant to NEPA, made an environmental determination that the Project does not individually or cumulatively have a significant impact on the environment as defined by NEPA and is excluded from the requirements to prepare an Environmental Assessment ("EA") or Environmental Impact Statement ("EIS"), has considered unusual circumstances pursuant to 23 CFR 771.117(b), and that it qualifies for a Categorical Exclusion under Section 6005 of 23 U.S.C. 327. A copy of the NEPA Categorical Exclusion issued by Caltrans is included as **Attachment 4**.

FISCAL IMPACT:

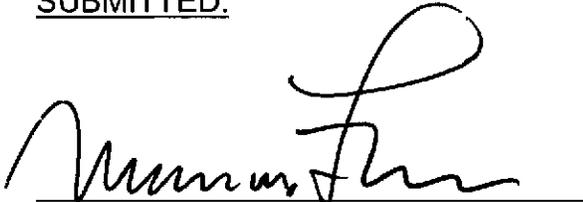
The costs to acquire the required rights-of-way across the properties identified by APNs 669-070-007 and 669-100-006 for the Project is \$72,600. Funding for the Project is made possible by the federal HBP grant which will cover 88.53% of all eligible project costs. Regional and Local Measure A funds will pay for the 11.47% matching funds at a 75%/25% ratio. Sufficient funding is available for payment of \$72,600 for the required slope, footing, and temporary construction easements along with the right to construct, reconstruct, and repair the improvements from the following accounts:

Capital Project Fund, Account No. 261-4491-50196; \$64,272.78
Regional Measure A, Account No. 134-4497-50196; \$6,245.42

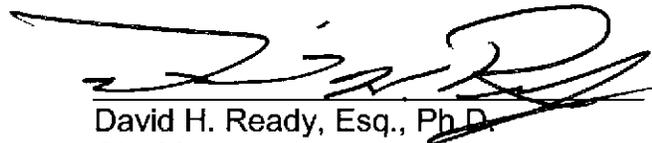
Local Measure A, Account No. 134-4498-50196; \$2,081.80

Re-imbusement for work performed by UPRR, estimated at \$850,000 and as part of the Agreement will be paid for according to the same funding allocations from the various accounts listed above when funding is made available in the Utility Relocation and Construction phase. No General Funds or Measure J funds will be used.

SUBMITTED:



Marcus L. Fuller, MPA, P.E., P.L.S.
Assistant City Manager/City Engineer



David H. Ready, Esq., Ph.D.
City Manager

Attachments:

1. Resolution
2. Agreement
3. CEQA Notice of Determination
4. NEPA Categorical Exclusion

ATTACHMENT 1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, CALIFORNIA APPROVING A PUBLIC HIGHWAY OVERPASS AGREEMENT WITH THE UNION PACIFIC RAILROAD COMPANY FOR THE INDIAN CANYON DRIVE WIDENING AND BRIDGE REPLACEMENT, CITY PROJECT NO. 01-11, FEDERAL AID PROJECT NO. BRLO 5282 (017), UPRR FOLDER NO. 2816-73

WHEREAS, after the City initiated the Indian Canyon Drive / Interstate 10 Interchange Project in 2000, the Public Works and Engineering Department, now the Engineering Services Department ("Department") turned its attention to widening Indian Canyon Drive through the Whitewater River up to Garnet Avenue to correspond with the ultimate 6-lane roadway now completed from Garnet Avenue over Interstate 10; and

WHEREAS, in pursuit of this goal, the Department applied for and obtained federal grants for widening Indian Canyon Drive, from the Union Pacific Railroad ("UPRR") bridge to Garnet Avenue, from 2 lanes to 6 lanes which includes the replacement of the UPRR overpass (the "Project"); and

WHEREAS, the Department was initially successful in being awarded a federal grant of \$4,286,000 from the Highway Bridge Program ("HBP"), administered through the California Department of Transportation ("Caltrans"); and

WHEREAS, the scope of the Project changed from widening of the existing UPRR bridge to complete replacement of the UPRR bridge, and where the total cost of the Project had increased, the Department successfully increased the total federal funding for the Project to \$17.4 million; and

WHEREAS, in May 2001, the Department obtained approval from Caltrans to proceed with the preliminary engineering phase for the Project; and

WHEREAS, the City obtained final environmental approvals for the Project from Caltrans and resource agencies in 2009 and commenced with final design and right-of-way-acquisition phases; and

WHEREAS, the Project will require the acquisition of rights-of-way and easements from various parcels, including a C&M Agreement, formally identified as a Public Highway Overpass Agreement with the Union Pacific Railroad Company for APN Nos. 669-070-007 and 669-100-006; and

WHEREAS, by agreement dated August 18, 1952, the Southern Pacific Company and County of Riverside entered into a Public Road Crossing Agreement, identified in the records of the Railroad as Folder No. 2816-73, SP Deed Custodian No. 45660, covering the construction, maintenance, use and repair of of Indian Canyon Drive grade separated public road crossing, (DOT No. 760705M), at Railroad's Mile Post 588.35 on the Yuma Subdivision at or near Palm Springs, Riverside County, California; and

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

WHEREAS, the City proposes to replace the existing Indian Canyon Drive grade separated crossing; and

WHEREAS, the UPRR has consented to and approved the City's plans to replace the existing Indian Canyon Drive grade separated crossing, pursuant to terms contained in a Public Highway Overpass Agreement with UPRR.

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

SECTION 1. The Public Highway Overpass Crossing Agreement with the Union Pacific Railroad Company for the Indian Canyon Drive Widening and Replacement, City Project 01-11, Federal Aid Project No. BRLO 5282 (017), UPRR Folder No. 2816-73, is approved.

SECTION 2. The City Manager is authorized to execute the Public Highway Overpass Agreement, commonly known as a Construction and Maintenance (C&M) Agreement on behalf of the City of Palm Springs.

ADOPTED THIS 15TH DAY OF MARCH, 2017.

David H. Ready, City Manager

ATTEST:

Kathleen D. Hart, MMC, Interim City Clerk

CERTIFICATION

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

I, KATHLEEN D. HART, Interim City Clerk of the City of Palm Springs, hereby certify that Resolution No. _____ is a full, true and correct copy, and was duly adopted at a regular meeting of the City Council of the City of Palm Springs on March 15, 2017, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Kathleen D. Hart, MMC
Interim City Clerk

ATTACHMENT 2

PUBLIC HIGHWAY OVERPASS CROSSING AGREEMENT

Indian Canyon Drive – DOT No. 760705M
Railroad Mile Post 588.35 – Yuma Subdivision
Palm Springs, Riverside County, California

THIS AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, 2017 ("Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at Real Estate Department, 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179 ("Railroad") and **CITY OF PALM SPRINGS**, a municipal corporation or political subdivision of the State of California to be addressed at 3200 E. Tahquitz Canyon Way, Palm Springs, CA 92262 ("Public Body").

RECITALS:

By instrument dated August 18, 1952, the Southern Pacific Company and the County of Riverside ("County") entered into an agreement (the "Original Agreement"), identified in the records of the Railroad as Folder 2816-73, SP Deed Custodian No. 45660, covering the construction, maintenance, use and repair of the Indian Canyon Drive grade-separated public road crossing, (DOT No. 760705M), at Railroad's Mile Post 588.35 on the Railroad's Yuma Subdivision at or near Palm Springs, Riverside County, California.

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

The Public Body desires to undertake as its project (the "Project") the reconstruction of the existing grade-separated public road crossing for Indian Canyon Drive, (DOT 760705M) at Railroad's Mile Post 588.35 on the Railroad's Yuma Subdivision at or near Palm Springs, Riverside County, California (the "Roadway"), which currently exist as a 2-lane (4-span) bridge, but will be reconstructed into a new 6-lane (2-span) bridge, including sidewalks and fencing. The Roadway location is shown on the Railroad Location Print marked **Exhibit A** and detailed specifications set forth in the Detailed Prints marked **Exhibit A-1**, with each exhibit being attached hereto and hereby made a part hereof. The entire portion of the Roadway located within the Railroad's right of way is deemed and defined as the "Crossing Area".

The land area encompassed by the right of way granted by Southern Pacific Company to the Public Body under the terms of the Original Agreement is sufficient to allow for the reconstruction of the grade-separated bridge structure in the Roadway, but the right of way granted under the Original Agreement is not sufficient for the necessary bridge footings and slope improvements for the newly planned Roadway. Therefore, under this Agreement, the Railroad will be granting additional rights

to the Public Body for slope improvements, bridge footings, and temporary construction rights to facilitate the reconstruction of the Roadway. The portion of Railroad's property that Public Body needs to use in connection with the Roadway is described in the Legal Descriptions and shown on the Survey Prints marked **Exhibit A-2, Exhibit A-3, Exhibit A-4 and Exhibit A-5**, with each exhibit being attached hereto and hereby made a part hereof (the "Crossing Area").

The Railroad and the Public Body are entering into this Agreement to cover the above.

AGREEMENT:

NOW, THEREFORE, based upon the foregoing Recitals, which the parties hereto deem true and correct and incorporated herein, and in consideration of the payments and other obligations set forth below, it is mutually agreed by and between the parties hereto as follows:

ARTICLE 1. EXHIBIT B

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

ARTICLE 2 - GRANT OF EASEMENT

A. For and in consideration of the sum of **Twenty Four Thousand Three Hundred Dollars (\$24,300.00)**, to be paid by the Public Body to the Railroad upon the execution and delivery of this Agreement and in further consideration of the City's agreement to perform and comply with the terms of this Agreement, the Railroad hereby grants to the Public Body the right to construct, reconstruct, maintain, and repair the Roadway over and across the Crossing Area, including the right to construct, maintain, and repair slope improvements to +/- 9761 sq. ft. and to construct, use, repair, and maintain new bridge footings across +/- 4117 sq. ft. of the Crossing Area as described in the Legal Description attached as **Exhibit A-2** (APN 669-070-007 & 669-100-006).

For and consideration of **Forty Eight Thousand Three Hundred Dollars (\$48,300.00)**, the Railroad hereby grants to the Public Body, for purposes of constructing the Roadway, temporary construction easement rights as to +/- 59,877 sq. ft. of Railroad's property shown and described on **Exhibit A-4**. The Public Body's use of such property shall be subject to the terms and conditions of this Agreement and the obligation of Public Body and its contractors to comply with such provisions. The temporary rights granted herein shall commence as of the effective date of this Agreement and continue for thirty six (36) months, or until the Project has been completed, whichever occurs earlier.

ARTICLE 3. DEFINITION OF CONTRACTOR

For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by the Public Body to perform any Project work on any portion of the Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

ARTICLE 4. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE

- A. Prior to Contractor performing any work within the Crossing Area and any subsequent maintenance and repair work, the Public Body shall require the Contractor to:
- execute the Railroad's then current Contractor's Right of Entry Agreement
 - obtain the then current insurance required in the Contractor's Right of Entry Agreement; and
 - provide such insurance policies, certificates, binders and/or endorsements to the Railroad.
- B. The Railroad's current Contractor's Right of Entry Agreement is marked **Exhibit E**, attached hereto and hereby made a part hereof. The Public Body confirms that it will inform its Contractor that it is required to execute such form of agreement and obtain the required insurance before commencing any work on any Railroad property. Under no circumstances will the Contractor be allowed on the Railroad's property without first executing the Railroad's Contractor's Right of Entry Agreement and obtaining the insurance set forth therein and also providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.
- C. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:
- Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, Mail Stop 1690
Omaha, NE 68179-1690
UPRR Folder No. 2816-73*
- D. If the Public Body's own employees will be performing any of the Project work, the Public Body may self-insure all or a portion of the insurance coverage subject to the Railroad's prior review and approval.

ARTICLE 5. FEDERAL AID POLICY GUIDE

If the Public Body will be receiving any federal funding for the Project, the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B are incorporated into this Agreement by reference.

ARTICLE 6. NO PROJECT EXPENSES TO BE BORNE BY RAILROAD

The Public Body agrees that no Project costs and expenses are to be borne by the Railroad. In addition, the Railroad is not required to contribute any funding for the Project.

ARTICLE 7. WORK TO BE PERFORMED BY RAILROAD; BILLING SENT TO PUBLIC BODY; PUBLIC BODY'S PAYMENT OF BILLS

- A. The work to be performed by the Railroad, at the Public Body's sole cost and expense, is described in the Railroad's Material and Force Account Estimate dated March 24, 2016, marked **Exhibit C ("Railroad's Work")**, attached hereto and hereby made a part hereof (the "Estimate"). As set forth in the Estimate, the Railroad's estimated cost for the Railroad's Work associated with the Project is \$850,000.00.

- B. The Railroad, if it so elects, may recalculate and update the Estimate submitted to the Public Body in the event the Public Body 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. All flagging costs incurred by the Railroad are to be directly billed to and paid by the Contractor within thirty (30) days of the Contractor's receipt of such billing. . If such billing to Contractor is unpaid after thirty (30) days of Contractor's receipt therefore, Railroad shall notify the Public Body of its Contractor's failure to pay, and Public Body agrees that it will promptly pay the Railroad for any such unpaid flagging costs within thirty (30) days of Railroad's notice. All other costs incurred by the Railroad are to be paid by the Public Body
- D. The Railroad shall send progressive billing to the Public Body during the Project and final billing to the Public Body within one hundred eighty (180) days after receiving written notice from the Public Body that all Project work affecting the Railroad's property has been completed, excluding flagging costs which shall be directly billed to the Contractor.
- E. The Public Body agrees to reimburse the Railroad within thirty (30) days of its receipt of billing from the Railroad for one hundred percent (100%) of all actual costs incurred by the Railroad in connection with the Project including, but not limited to, all actual costs of engineering review (including preliminary engineering review costs incurred by Railroad prior to the Effective Date of this Agreement), construction, inspection, flagging (unless flagging costs are to be billed directly to the Contractor), procurement of materials, equipment rental, manpower and deliveries to the job site and all direct and indirect overhead labor/construction costs including Railroad's standard additive rates.

ARTICLE 8. PLANS

- A. The Public Body, at its expense, shall prepare, or cause to be prepared by others, the detailed plans and specifications for the Project and submit such plans and specifications to the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, for prior review and approval. The plans and specifications shall include all appurtenances, associated drainage, shoring, sheeting and excavations for bents and/or abutments next to or adjacent to the Railroad's tracks and, if applicable, all demolition and removal plans for the existing structure.
- B. The final one hundred percent (100%) completed plans that are approved in writing by the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, are hereinafter referred to as the "Plans". The Plans are hereby made a part of this Agreement by reference.
- C. No changes in the Plans shall be made unless the Railroad has consented to such changes in writing.
- D. Upon completion of the Roadway, the Public Body, at its expense, shall furnish to the Railroad two (2) sets of reproducible "as constructed" Plans of the Roadway .
- E. The Railroad's review and approval of the Plans will in no way relieve the Public Body or the Contractor from their responsibilities, obligations and/or liabilities under this Agreement, and

will be given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of the Plans and that any reliance by the Public Body or Contractor on the Plans is at the risk of the Public Body and Contractor.

ARTICLE 9. NON-RAILROAD IMPROVEMENTS

- A. Submittal of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non-railroad owned facilities (the "Non Railroad Facilities") affected by the Project including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences is required under Section 8. The Non Railroad Facilities plans and specifications shall comply with Railroad's standard specifications and requirements, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines. Railroad has no obligation to supply additional land for any Non Railroad Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or pursue compensation in any condemnation action, regardless if the submitted Non Railroad Facilities plans and specifications comply with Railroad's standard specifications and requirements. Railroad has no obligation to permit any Non Railroad Facilities to be abandoned in place or relocated on Railroad's property.
- B. Upon Railroad's approval of submitted Non Railroad Facilities plans and specifications, Railroad will attempt to incorporate them into new agreements or supplements of existing agreements with Non Railroad Facilities owners or operators. Railroad may use its standard terms and conditions, including, without limitation, its standard license fee and administrative charges when requiring supplements or new agreements for Non Railroad Facilities. Non Railroad Facilities work shall not commence before a supplement or new agreement has been fully executed by Railroad and the Non Railroad Facilities owner or operator, or before Railroad and Public Body mutually agree in writing to:
- i. deem the approved Non Railroad Facilities plans and specifications to be Plans pursuant to Section 8B,
 - ii. deem the Non Railroad Facilities part of the Roadway, and
 - iii. supplement this Agreement with terms and conditions covering the Non Railroad Facilities.

ARTICLE 10. RAILROAD'S COORDINATION REQUIREMENTS

The Public Body, at its expense, shall ensure that the Contractor complies with all of the terms and conditions contained in the Railroad's Coordination Requirements that are described in **Exhibit D**, attached hereto and hereby made a part hereof, and other special guidelines and/or requirements that the Railroad may provide to the Public Body for this Project.

ARTICLE 11. EFFECTIVE DATE; TERM; TERMINATION

- A. This Agreement is effective as of the Effective Date first herein written and shall continue in full force and effect for as long as the Roadway remains on the Railroad's property.

- B. The Railroad, if it so elects, may terminate this Agreement effective upon delivery of written notice to the Public Body in the event the Public Body does not commence construction on the portion of the Project located on the Railroad's property within 18 months (18) months from the Effective Date, (the "Commence Date"). To the extent the Public Body, for reasonable cause, is unable to commence construction by the Commencement Date, the Railroad may extend the Commencement Date for such extended period of time as may be reasonably necessary at the Public Body's request.
- C. If the Agreement is terminated as provided above, or for any other reason, the Public Body shall pay to the Railroad all actual costs incurred by the Railroad in connection with the Project up to the date of termination, including, without limitation, all actual costs incurred by the Railroad in connection with reviewing any preliminary or final Project Plans.

**ARTICLE 12. CONDITIONS TO BE MET BEFORE
PUBLIC BODY CAN COMMENCE WORK**

Neither the Public Body nor the Contractor may commence any work within the Crossing Area or on any other Railroad property until:

- i. The Railroad and the Public Body have executed this Agreement.
- ii. The Railroad has provided to the Public Body the Railroad's written approval of the Plans.
- iii. Each Contractor has executed Railroad's Contractor's Right of Entry Agreement and has obtained and/or provided to the Railroad the insurance policies, certificates, binders, and/or endorsements required under the Contractor's Right of Entry Agreement.
- iv. Each Contractor has given the advance notice(s) required under the Contractor's Right of Entry Agreement to the Railroad Representative named in the Contractor's Right of Entry Agreement.

ARTICLE 13. FUTURE PROJECTS

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

ARTICLE 14. ASSIGNMENT; SUCCESSORS AND ASSIGNS

- A. Public Body shall not assign this Agreement without the prior written consent of Railroad.
- B. Subject to the provisions of Paragraph A above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad and Public Body.

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

If the Public Body will be receiving American Recovery and Reinvestment Act ("ARRA") funding for the Project, the Public Body agrees that it is responsible in performing and completing all ARRA reporting documents for the Project. The Public Body 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 Public Body and not of the Railroad, and
- ii. the Public Body shall not delegate any ARRA reporting responsibilities to the Railroad.

The Public Body also confirms and acknowledges that

- i. the Railroad shall provide to the Public Body 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 Public Body to perform and complete the ARRA reporting documents.

The Railroad confirms that the Public Body and the Federal Highway Administration shall have the right to audit the Railroad's billing and documentation for the Project as provided in Section 9 of **Exhibit B** of this Agreement.

ARTICLE 16. AGREEMENT AS SUPPLEMENT

The Original Agreement shall be supplemented by this Agreement. In the event of any conflict between the Original Agreement and this Agreement, the terms and provisions of this Agreement shall control.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date first herein written.

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

By: _____
DANIEL A. LEIS
General Director Real Estate

ATTEST:

CITY OF PALM SPRINGS

By _____

By _____

Printed Name: _____

Title: _____

(SEAL)

Pursuant to Resolution/Order No. _____
dated: _____, 20____
hereto attached.

EXHIBIT A

To Public Highway Overpass Crossing
Agreement

Cover Sheet for the
Railroad Location Print

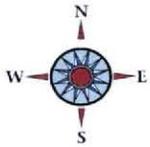
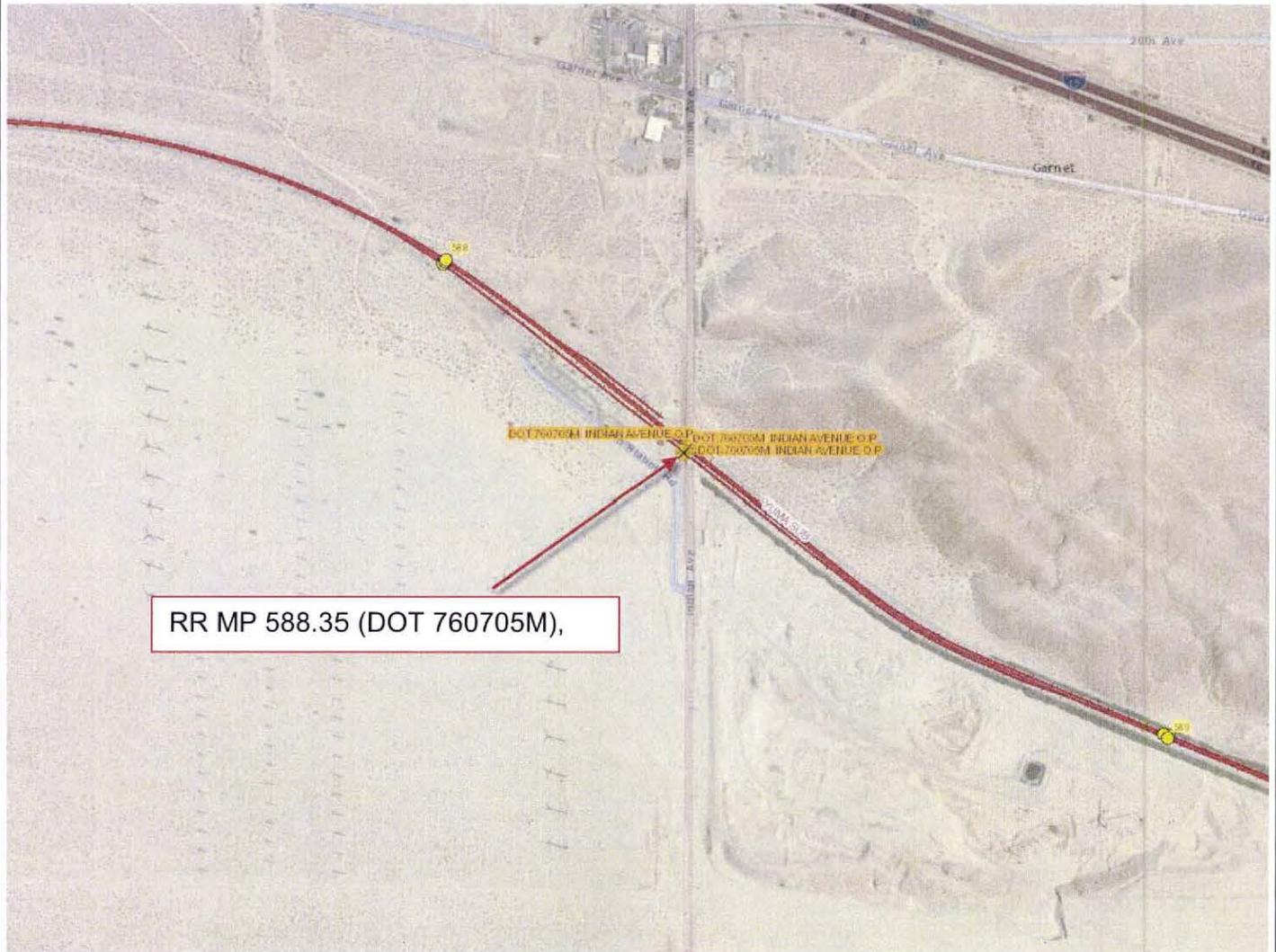


EXHIBIT "A"
RAILROAD LOCATION PRINT
ACCOMPANYING A
CONSTRUCTION & MAINTENANCE AGREEMENT/CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT



RR MP 588.35 (DOT 760705M),

UNION PACIFIC RAILROAD COMPANY

YUMA SUBDIVISION
RAILROAD MILE POST 588.35
PALM SPRINGS, RIVERSIDE COUNTY, CA

To accompany an Agreement with the
CITY OF PALM SPRINGS and its Contractors
UPRR Folder No. 2816-73 Date: February 15, 2017

WARNING

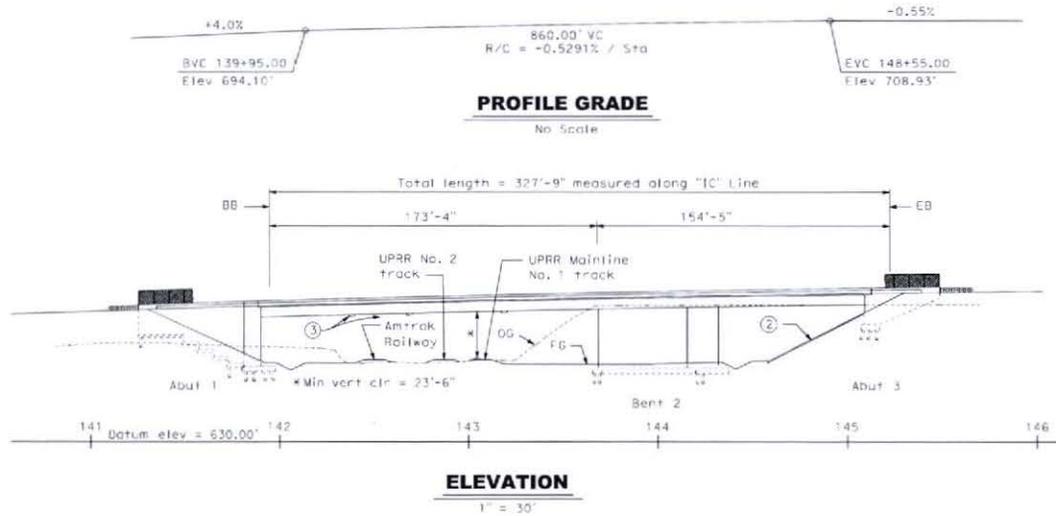
IN ALL OCCASIONS, U.P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.

PHONE: 1-(800) 336-9193

EXHIBIT A-1

To Public Highway Overpass Crossing
Agreement

Cover Sheet for the
Detailed Prints

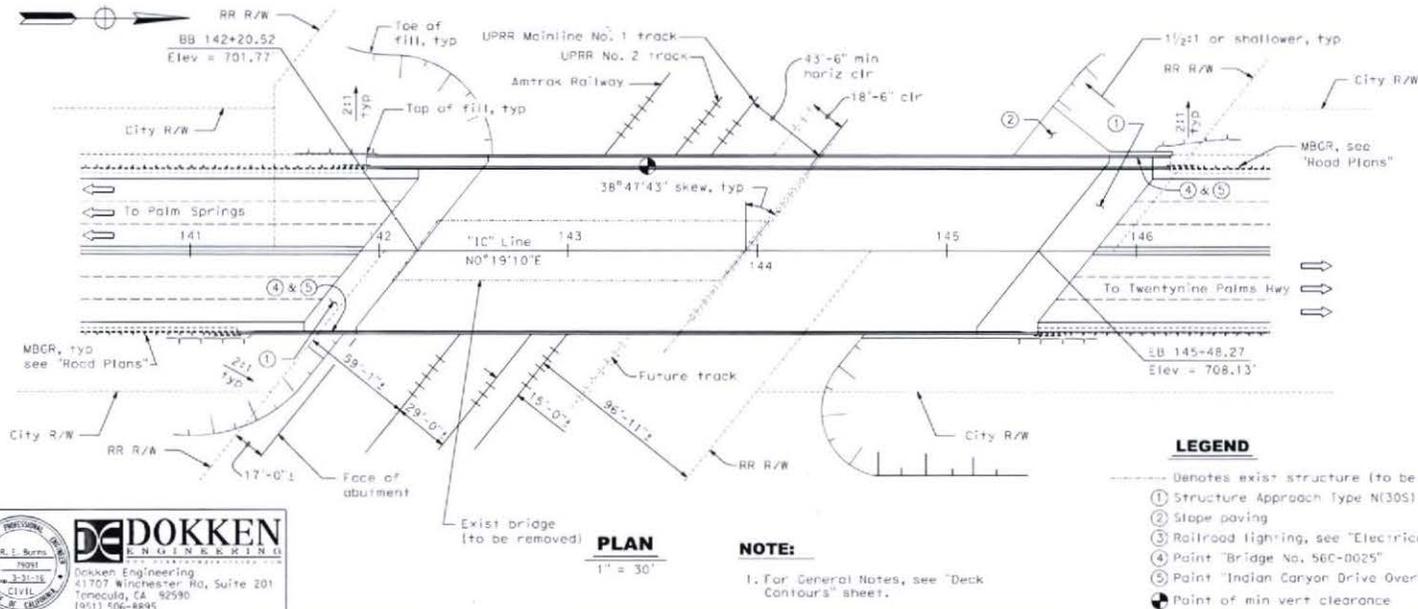


STANDARD PLANS DATED 2010

Sheet No.	Title
A10A	Abbreviations (Sheet 1 Of 2)
A10B	Abbreviations (Sheet 2 Of 2)
A10C	Lines And Symbols (Sheet 1 Of 3)
A10D	Lines And Symbols (Sheet 2 Of 3)
A10E	Lines And Symbols (Sheet 3 Of 3)
A10F	Legend - Soil (Sheet 1 of 2)
A10G	Legend - Soil (Sheet 2 of 2)
A10H	Legend - Rock
A62C	Limits Of Payment For Excavation and Backfill Bridge
B0-1	Bridge Details
B0-2	Bridge Details
B0-3	Bridge Details
B0-5	Bridge Details
B0-13	Bridge Details
B2-5	Pile Details Class 90 And Class 140
B3-1	Retaining Wall Type 1 - H = 4' Through 30'
RSP	B3-5 Retaining Wall Details No. 1
B6-21	Joint Seals (Maximum Movement Rating = 2")
B7-1	Box Girder Details
B7-10	Utility Opening Box Girder
B11-51	Tubular Handrailing
B11-52	Chain Link Rolling Type 7
B11-57	Concrete Barrier Type 742
T3A	Temporary Rolling (Type K)
T3B	Temporary Rolling (Type K)

Standard plan sheet no.

Detail no.



INDEX TO PLANS

Sheet No.	Title
1	General Plan No. 1
2	General Plan No. 2
3	Deck Contours
4	Foundation Plan
5	Abutment 1 Layout
6	Abutment 3 Layout
7	Abutment Details No. 1
8	Abutment Details No. 2
9	Abutment Details No. 3
10	Abutment Details No. 4
11	Retaining Wall No. 1
12	Retaining Wall No. 2
13	Retaining Wall Details
14	Bent Layout
15	Bent Details
16	Typical Section No. 1
17	Typical Section No. 2
18	Girder Layout
19	Girder Layout Details
20	Reinforcement Details
21	Structure Approach Type N(30S)
22	Structure Approach Drainage Details
23	Slope Paving - Full Slope
24	Chain Link Rolling (Type 3)
25	Log of Test Barings 1 of 3
26	Log of Test Barings 2 of 3
27	Log of Test Barings 3 of 3

- LEGEND**
- Denotes exist structure (to be removed)
 - ① Structure Approach Type N(30S)
 - ② Slope paving
 - ③ Railroad lighting, see "Electrical Plans"
 - ④ Point "Bridge No. 56C-0025"
 - ⑤ Point "Indian Canyon Drive Overhead" & year completed
 - ⊙ Point of min vert clearance

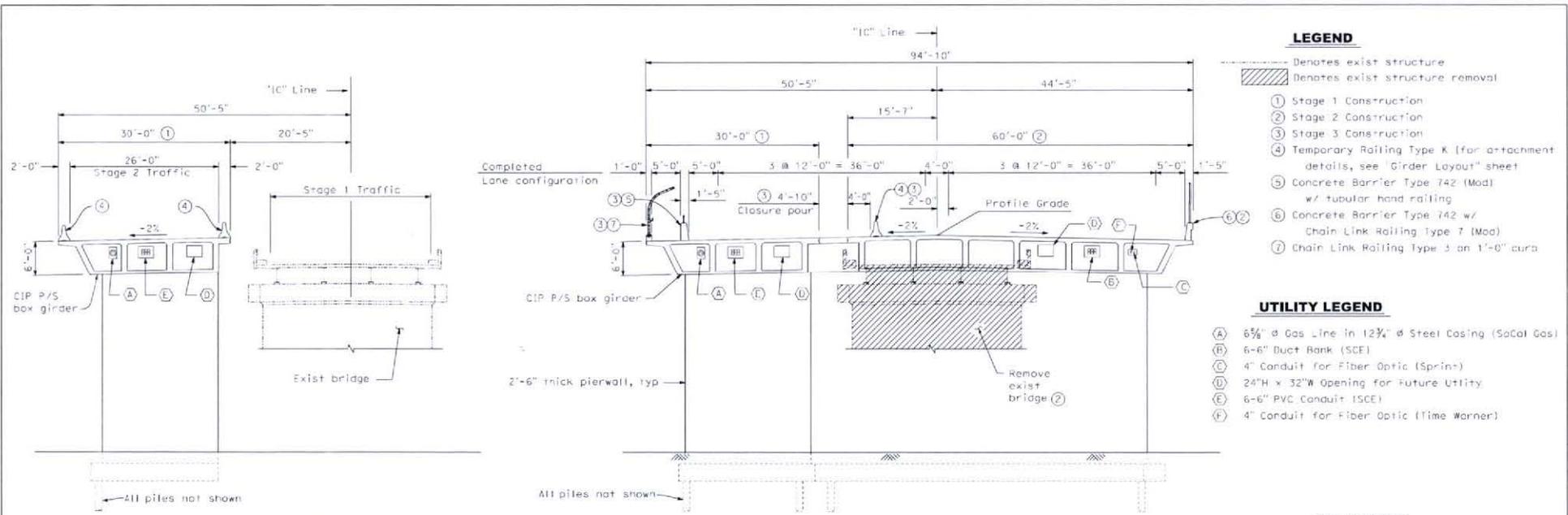
DOKKEN
ENGINEERS ARCHITECTS

Dokken Engineering
41707 Winchester Rd, Suite 201
Temecula, CA 92590
(951) 506-8895

NO.	REVISION	APPROVED	DATE	BENCH MARK: R/F=10 33.1	ELEV. 7'8.44" (NGVD 29)	PREPARED UNDER THE DIRECT SUPERVISION OF:	A.C.E. NO. 19081	DRAWN BY RB	CITY CHECK CH	REPORT DATE 11-18-14	DATE 11-18-14	REVIEWER BY TO	APPROVED BY
						ROBERT E. BURKS							

CITY OF PALM SPRINGS, CALIFORNIA
Part of Sections 22 and 23, Township 1 South, Range 4 East, S.B.S.M.
INDIAN CANYON DRIVE OVERHEAD
GENERAL PLAN NO. 1

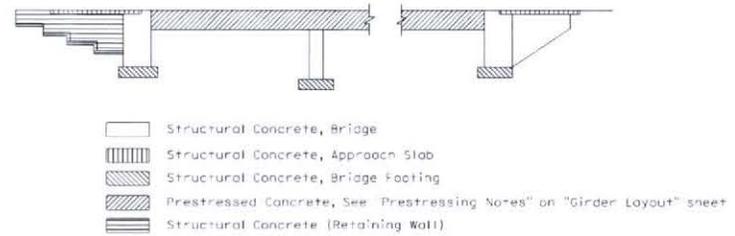
FILE NO. 1-4000 227-2400
SHEET 1 of 27 sheets



STAGE 1

TYPICAL SECTION

STAGE 2, STAGE 3 AND COMPLETED



CONCRETE TYPE LIMITS

No Scale

RAILROAD GENERAL NOTES

1. The proposed grade separation project shall not increase the quantity and/or characteristics of the flow in the Railroad's ditches and/or drainage structures.
2. The elevation of the existing top-of-rail profile shall be verified before beginning construction. All discrepancies between field survey and dimensions on plans shall be brought to the attention of the Railroad prior to construction.
3. The contractor must submit a proposed method of erosion and sediment control and have the method approved by the Railroad.
4. All shoring systems that impact the Railroad's operations shall be designed and constructed per current Railroad Guidelines for Temporary Shoring.
5. All demolitions within the Railroad's right-of-way and/or demolition that may impact the Railroad's tracks or operations shall be in compliance with the Railroad's Demolition Guidelines.
6. Erection over the Railroad's right-of-way shall be designed to cause no interruption to the Railroad's operation, enabling the track(s) to remain open to traffic per the Railroad's requirements.
7. Railroad requirements do not allow work within 50 feet of track centerline when a train passes, the work site and all personnel must clear the area within 25 feet of the track centerline and secure all equipment.
8. False-work clearances shall comply with minimum construction clearances.
9. All permanent clearances shall be verified before project closing.
10. For Railroad coordination please refer to the Railroad Minimum Requirements as part of special provisions.

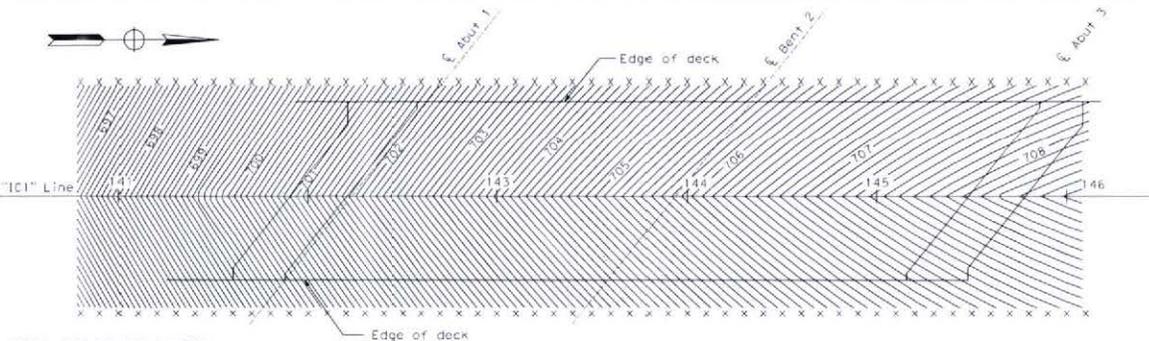
QUANTITIES

Item	Total
TEMPORARY RAILING (TYPE K)	1,164 LF
BRIDGE REMOVAL	1 LS
STRUCTURE EXCAVATION (BRIDGE)	2,728 CU YD
STRUCTURE EXCAVATION (RETAINING WALL)	470 CU YD
STRUCTURE BACKFILL (BRIDGE)	1,587 CU YD
STRUCTURE BACKFILL (RETAINING WALL)	632 CU YD
FURNISH PILING (CLASS 140)	9,456 LF
DRIVE PILE (CLASS 140)	238 EA
PRESTRESSING CAST-IN-PLACE CONCRETE	1 LS
STRUCTURE CONCRETE, BRIDGE FOOTING	382 CU YD
STRUCTURAL CONCRETE, BRIDGE	3,123 CU YD
STRUCTURE CONCRETE, RETAINING WALL	174 CU YD
STRUCTURAL CONCRETE, APPROACH SLAB (TYPE N)	211 CU YD
DRILL AND BOND DOWEL	1,517 LF
JOINT SEAL (MR 2")	244 LF
BAR REINFORCING STEEL (BRIDGE)	693,000 LB
BAR REINFORCING STEEL (RETAINING WALL)	27,407 LB
SLOPE PAVING (CONCRETE)	76 CU YD
CHAIN LINK RAILING (TYPE 3)	425 LF
CHAIN LINK RAILING (TYPE 7 MODIFIED)	473 LF
TUBULAR HANDRAILING	425 LF
CONCRETE BARRIER (TYPE 742 MODIFIED)	388 LF
CONCRETE BARRIER (TYPE 742B MODIFIED)	38 LF
CONCRETE BARRIER (TYPE 742)	388 LF
CONCRETE BARRIER (TYPE 742B)	36 LF

DOKKEN
 PROFESSIONAL ENGINEER
 CIVIL
 41707 Winchester Rd, Suite 201
 Temecula, CA 92590
 (951) 504-8895

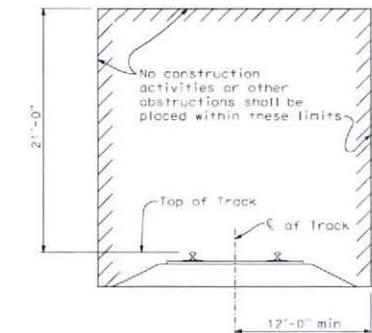


NO.	REVISION	APPROVED	DATE	BENCH MARKS: R/W-10 33.1	ELEV. 718.44' (NGVD 29)	PREPARED UNDER THE DIRECT SUPERVISION OF: <i>Robert E. Burkes</i>	A.C.E. NO. 79091	DESIGN BY: RB	CITY CHECK DATE	INVESTIGATED BY: DATE	REVIEWED BY: DATE	APPROVED BY: DATE	CITY ENGINEER DATE	CITY ENGINEER DATE	CITY OF PALM SPRINGS, CALIFORNIA Portion of Sections 77 and 73, Township 3 South, Range 4 East, S.B.3.M INDIAN CANYON DRIVE OVERHEAD GENERAL PLAN NO. 2	FILE NO. 1-800-227-7600	SHEET 2 of 77 sheets
-----	----------	----------	------	-----------------------------	----------------------------	--	---------------------	------------------	--------------------	--------------------------	----------------------	----------------------	-----------------------	-----------------------	---	----------------------------	-----------------------------------

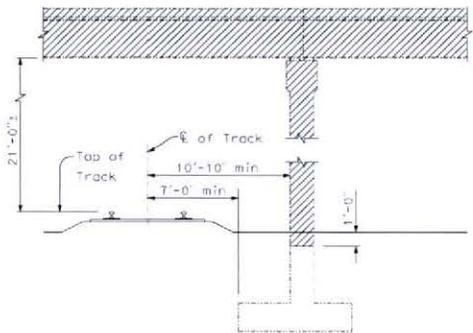


DECK CONTOURS NOTES:
 x Denotes 10' interval along station line
 Contours do not include camber.
 Contour interval is 0.10'

PLAN
 1" = 30'



MINIMUM CONSTRUCTION CLEARANCE ENVELOPE
 No Scale

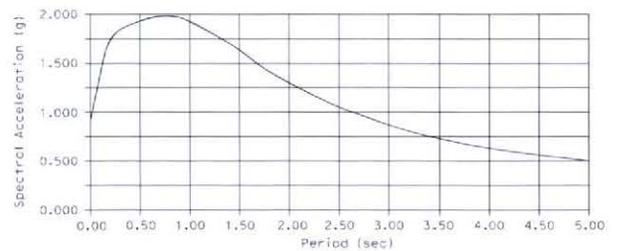


MINIMUM CONSTRUCTION AT PIER REMOVAL
 No Scale

GENERAL NOTES
LOAD AND RESISTANCE FACTOR DESIGN

- DESIGN: AASHTO LRFD Bridge Design Specifications, 4th Edition 2007 with Interims and Caltrans Amendments V4.
- SEISMIC DESIGN: CALTRANS SEISMIC DESIGN CRITERIA (SDC) Version 1.6, Nov 2010
- DEAD LOAD: Includes 0.035 ksf for future wearing surface and 0.6 kips/ft for utilities
- LIVE LOAD: HL-93, Caltrans "Low Boy" and CA P-15 Permit Design Vehicle.
- SEISMIC LOAD: SITE SPECIFIC
 Shear Wave Velocity of top 100 ft = 820 ft/sec
 Fault = San Andreas Fault Zone,
 Caltrans Fault No. 374
 Magnitude = 7.87

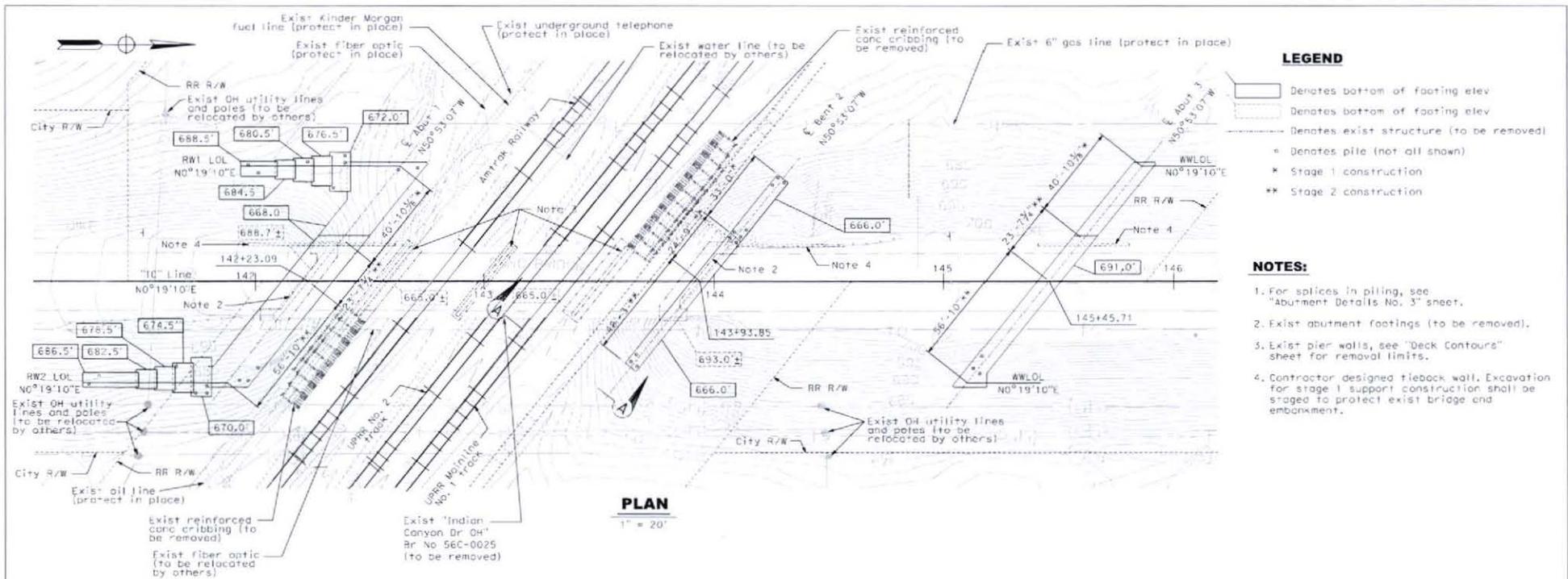
The site has low liquefaction potential.



- REINFORCED CONCRETE: $f_y = 60$ ksi
 $f'_c = 3.6$ ksi
 $n = 8$
- PRESTRESSED CONCRETE: See "Prestressing Notes" on "Girder Layout" sheet.
- PILES: See Pile Data Table on "Foundation Plan" sheet.



NO.	REVISION	APPROVED	DATE	BENCH MARKS: R/W-10 33.1	ELEV. 718.44' (NGVD 29)	PREPARED UNDER THE DIRECT SUPERVISION OF:	R.C.E. NO. 7809	DESIGN BY RB	CITY CHECK	RIGHT-OF-WAY	INITIAL	DATE	REVIEWED BY	APPROVED BY:	CITY OF PALM SPRINGS, CALIFORNIA	FILE NO.	SHEET		
				TITLEWORK: C.O.D.T. Brass Disc set in conc. 2' N'y of R/W fence, S'y of Eastbound on-ramp from Indian Ave.		SIGNATURE: <i>Robert E. Burns</i> ROBERT E. BURNS	DATE 11-18-14	DRAWN BY CH	CHECKED BY TO	DATE	FIELD ENG'G			ASST. CITY ENGINEER	CITY ENGINEER	Partion of Sections 22 and 23, Township 3 South, Range 4 East, S.R.B.M	INDIAN CANYON DRIVE OVERHEAD DECK CONTOURS	1-800-221-2600	3 of 27 sheets



- LEGEND**
- Denotes bottom of footing elev
 - Denotes bottom of footing elev
 - Denotes exist structure (to be removed)
 - Denotes pile (not all shown)
 - * Stage 1 construction
 - ** Stage 2 construction

- NOTES:**
1. For splices in piling, see "Abutment Details No. 3" sheet.
 2. Exist abutment footings (to be removed).
 3. Exist pier walls, see "Deck Contours" sheet for removal limits.
 4. Contractor designed tieback wall. Excavation for stage 1 support construction shall be staged to protect exist bridge and embankment.

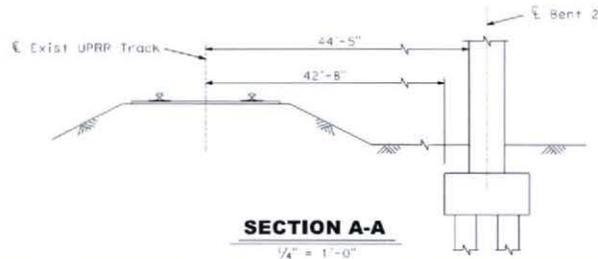
PLAN
1" = 20'

PILE DATA TABLE

Location	Pile Type	Nominal Resistance		Design Tip Elevation	Specified Tip Elevation	Nominal Driving Resistance
		Compression	Tension			
Abut 1	Class 140 Alt "W"	140 kips	0 kips	637.00 (a) 648.25 (c)	637.00'	280 kips
Bent 2	Class 140 Alt "W"	190 kips	0 kips	627.00 (a-I) 627.00 (b) 647.25 (c)	627.00'	280 kips
Abut 3	Class 140 Alt "W"	140 kips	0 kips	628.00 (a) 628.00 (b) 665.25 (c)	628.00'	280 kips
Retaining Walls	Class 140 Alt "W"	65 kips	0 kips	652.00 (a) 652.00 (b) 648.25 (c)	648.25'	130 kips

PILE DATA NOTES:

1. Design tip elevations are controlled by: (a-I) compression (strength limit); (a-II) compression (extreme event); (b) settlement; and (c) lateral loads.
2. The specified tip elevation shall not be raised.



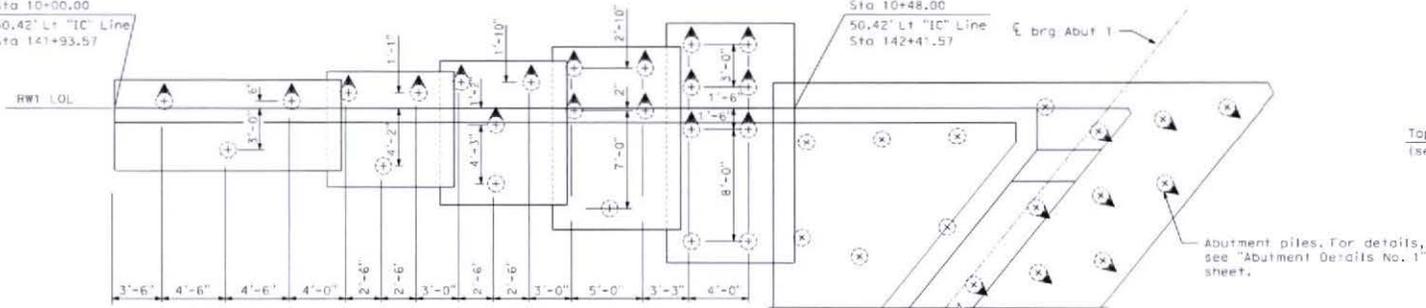
SECTION A-A
1/4" = 1'-0"

DOKKEN
ENGINEERING
S. E. Burns
7891
41707 Winchester Rd, Suite 201
Temecula, CA 92590
(951) 506-8895

NO.	REVISION	APPROVED	DATE	BENCH MARK: RIV-10 33.1	ELEV. 718.44 (NVD 29)	PREPARED UNDER THE DIRECT SUPERVISION OF:	DATE	DESIGN BY: RB	CITY CHECK	ADJUST-OR-REAP	INITIAL	DATE	REVIEWED BY:	APPROVED BY:	FILE NO.	SHEET
				LOCATION: 0.0+1. Brass Disc set in conc. 2' h'ly of R/W fence, S'ly of Eastbound on-ramp from Indian Ave.		SIGNATURE: ROBERT E. BURNS	11/18/14	CHECKED BY: TO					ASST. CITY ENGINEER	CITY ENGINEER	CITY OF PALM SPRINGS, CALIFORNIA	4
Part of Sections 22 and 25, Township 3 South, Range 4 East, S.B.S.W. INDIAN CANYON DRIVE OVERHEAD FOUNDATION PLAN															UNDERGROUND SERVICE ALERT CALL TOLL FREE 1-800-227-2600 24 HOURS A DAY BEFORE YOU DIG	SHEET NO. 4 OF 71 SHEETS

Begin RW1 LOL
Sta 10+00.00
50.42' Lt "IC" Line
Sta 141+93.57

End RW1 LOL
Sta 10+48.00
50.42' Lt "IC" Line
Sta 142+41.57



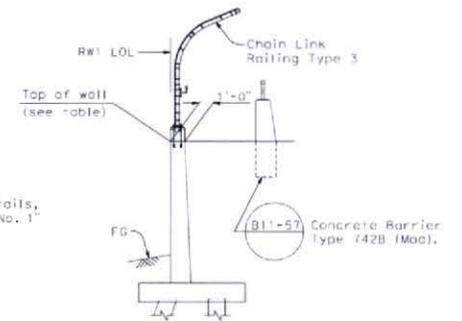
PLAN
1/4" = 1'-0"

LEGEND

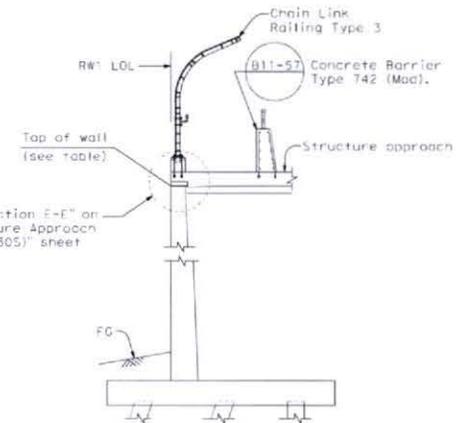
- ⊕ Denotes vertical pile
- ⊖ Denotes pile battered 3:1

TOP OF WALL TABLE

TOP OF WALL ELEVATION	STATION
699.99	10+00.00
700.22	10+08.00
700.45	10+16.00
700.68	10+24.00
700.78	10+27.50
699.78	10+27.50
699.91	10+32.00
700.13	10+40.00
700.34	10+48.00



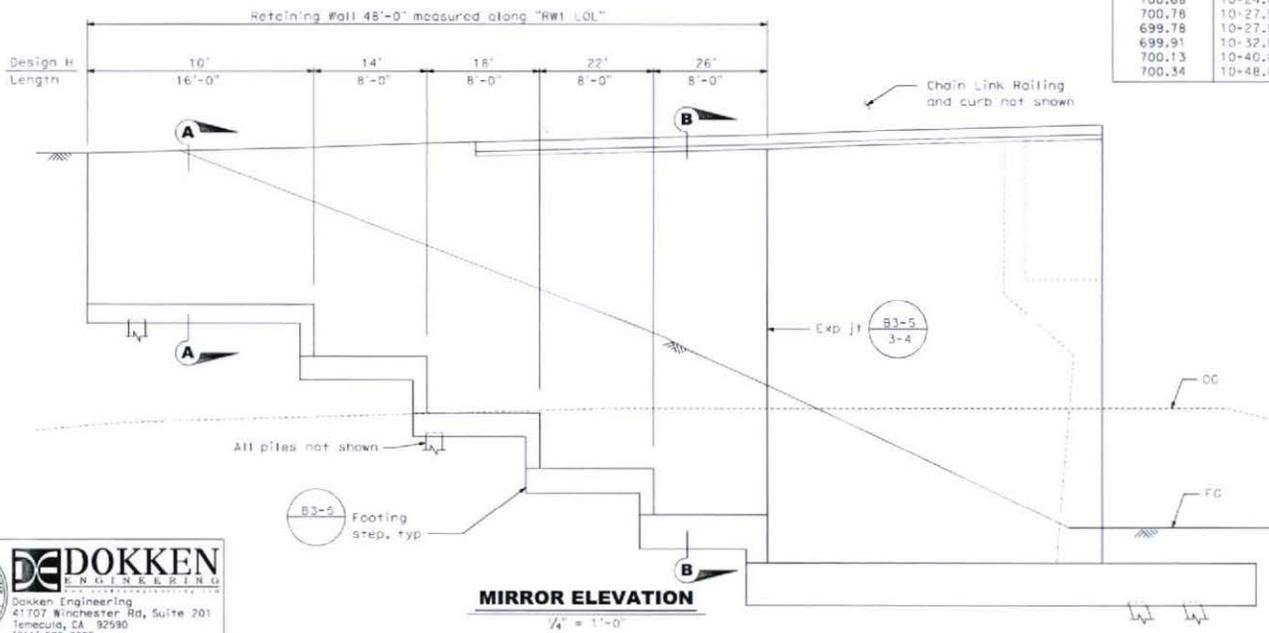
SECTION A-A
1/4" = 1'-0"



SECTION B-B
1/4" = 1'-0"

NOTE:

1. For pile data, see "Foundation Plan" sheet.
2. For railing and barrier details and limits, see "Structure Approach Type N(305)" sheet.



MIRROR ELEVATION
1/4" = 1'-0"

DOKKEN ENGINEERS
A. E. Burke
7901
Feb. 3-31-14
CIVIL
Dokken Engineering
41707 Winchester Rd, Suite 201
Temecula, CA 92590
(951) 506-8895

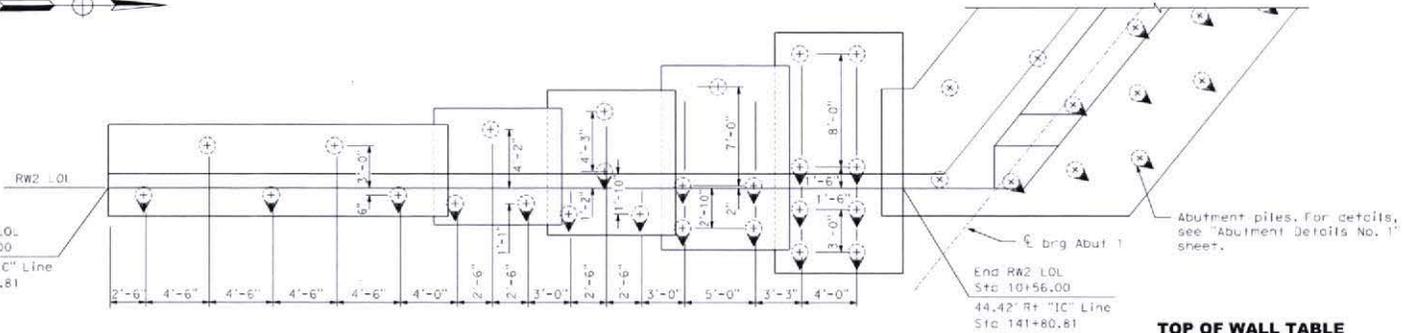
NO.	REVISION	APPROVED	DATE	BENCH MARK:	ELEV.	PREPARED UNDER THE DIRECT SUPERVISION OF:	A.C.E. NO.	DESIGN BY:	CITY CHECK	RECH-OF-BAY	INITIAL	DATE	REVIEWED BY:	APPROVED BY:
				RJN-10 33.1	718.44' (NGVD 29)	ROBERT E. BURNS	7909B	RB	CH					
				C.O.D.L. Brass Disc set in conc. 2' Nly of R/W fence, S'y of Eastbound on-ramp from Indian Ave.				TO						

CITY OF PALM SPRINGS, CALIFORNIA
Portion of Sections 22 and 23, Township 3 South, Range 4 East, S.R.B.W.
INDIAN CANYON DRIVE OVERHEAD
RETAINING WALL NO. 1

FILE NO. SHEET
11
BRIDGE NO. 221-2600
of 27 sheets

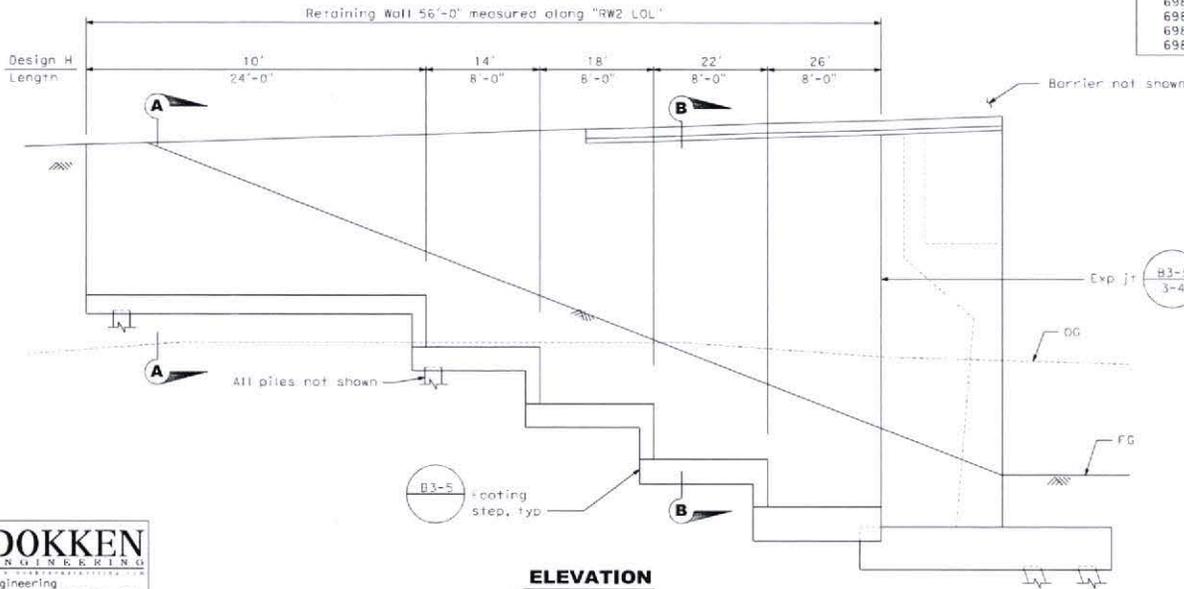


Begin RW2 LOL
Sta 10+00.00
44.42' R+ "IC" Line
Sta 141+24.81



PLAN

1/4" = 1'-0"

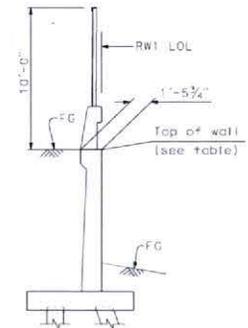


ELEVATION

1/4" = 1'-0"

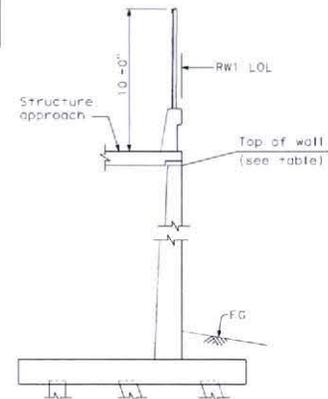
LEGEND

- ⊕ Denotes vertical pile
- ⊖ Denotes pile battered 3:1



SECTION A-A

1/4" = 1'-0"



SECTION B-B

1/4" = 1'-0"

TOP OF WALL TABLE

TOP OF WALL ELEVATION	STATION
697.96	10+00.00
698.22	10+08.00
698.48	10+16.00
698.74	10+24.00
698.98	10+32.00
699.09	10+35.17
698.09	10+35.17
698.24	10+40.00
698.49	10+48.00
698.73	10+56.00

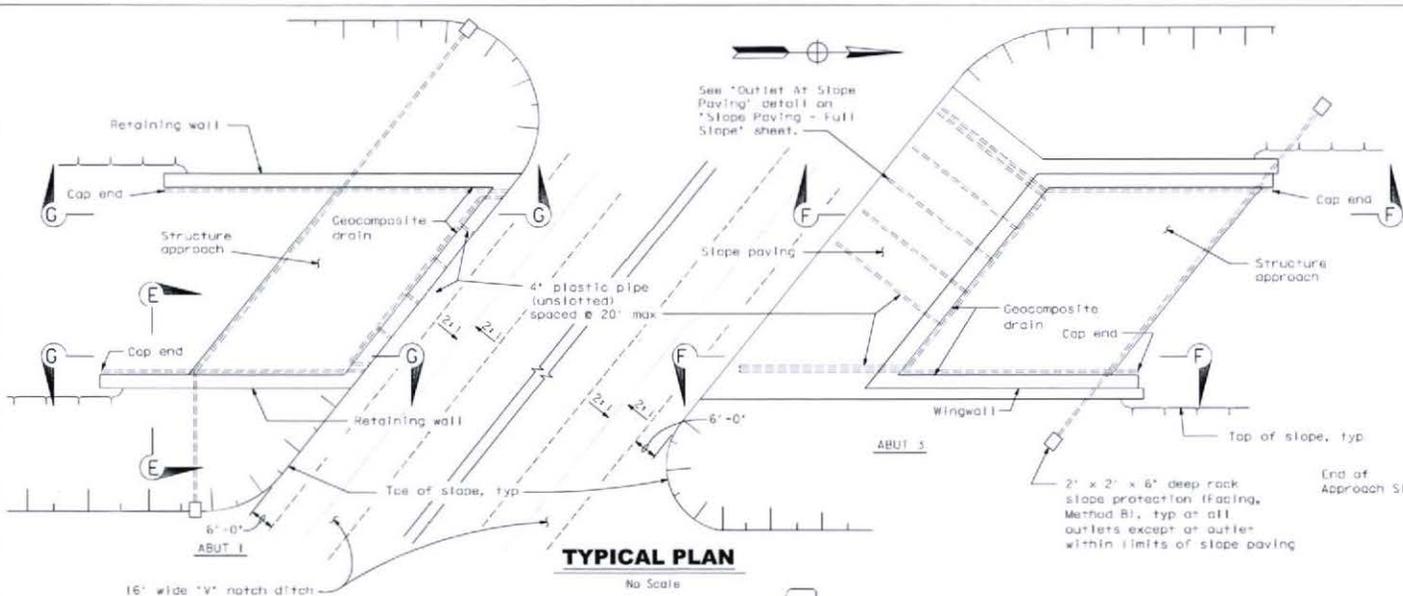
NOTE:

1. For pile data, see "Foundation Plan" sheet.
2. For railing and barrier details and limits, see "Structure Approach Type N(30S)".

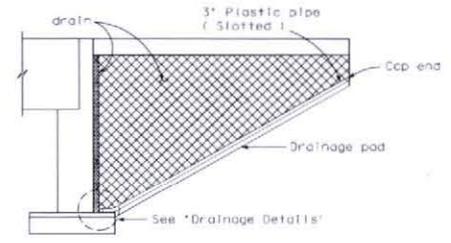


DE DOKKEN
 PROFESSIONAL ENGINEER
 N.E. Burns
 7891
 CIVIL
 STATE OF CALIFORNIA
 Dokken Engineering
 41707 Winchester Rd, Suite 201
 Temecula, CA 92590
 (951) 506-8895

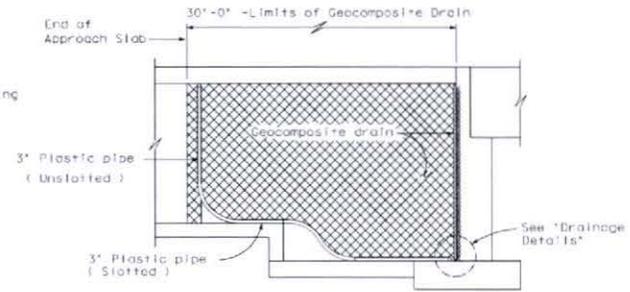
NO.	REVISION	APPROVED	DATE	BENCH MARK: RIV-10 33.1	ELEV. 718.66' (MVD 29)	PREPARED UNDER THE DIRECT SUPERVISION OF: <i>Robert E. Burns</i> SIGNATURE: ROBERT E. BURNS	R.C.E. NO. T9091	DESIGN BY: RB	CITY CHECK	REPORT BY: RB	INITIAL	DATE	REVIEWED BY:	APPROVED BY:	CITY OF PALM SPRINGS, CALIFORNIA	FILE NO.	SHEET
															Partion of Sections 22 and 23, Township 3 South, Range 4 East, S.B.B.M.		12
															INDIAN CANYON DRIVE OVERHEAD		27
															RETAINING WALL NO. 2		



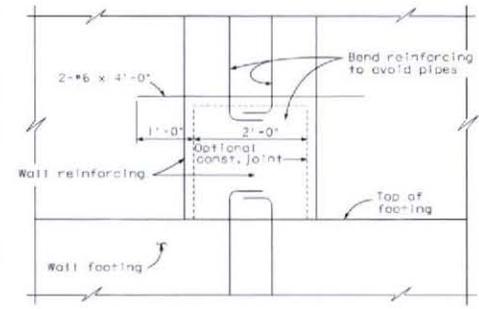
TYPICAL PLAN
No Scale



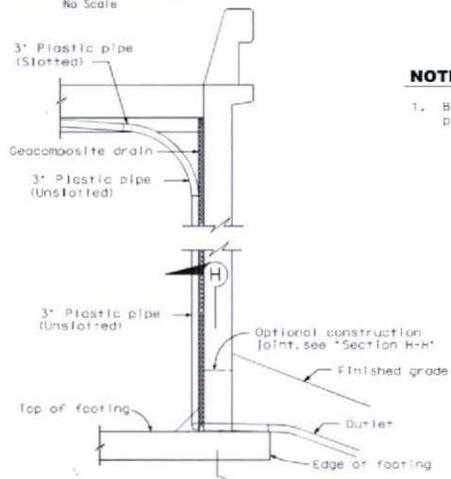
SECTION F-F
No Scale



SECTION G-G
No Scale

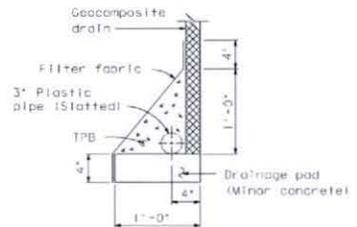


SECTION H-H
No Scale

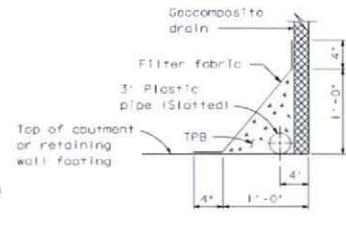


SECTION E-E
No Scale

NOTES:
1. Bends and junctions in plastic pipe are 30\"/>



WITHOUT FOOTING



WITH FOOTING

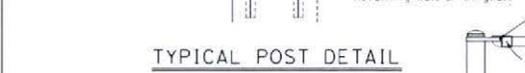
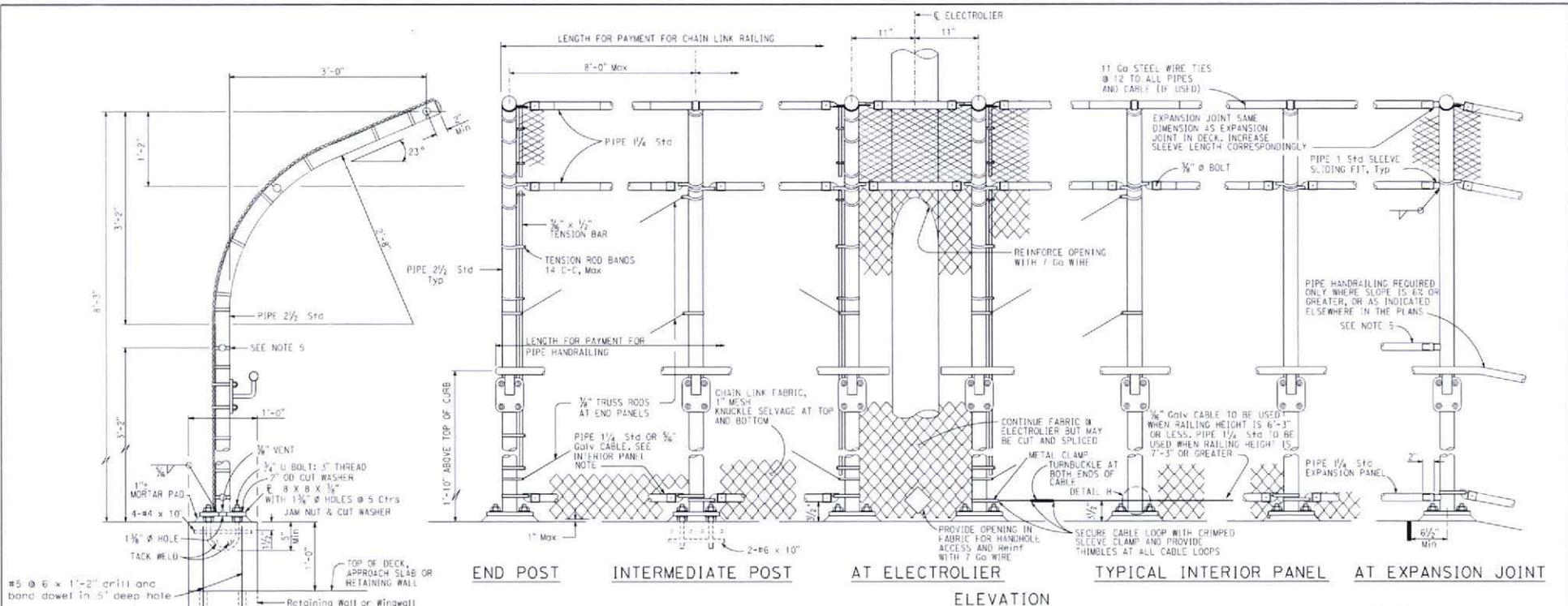
DRAINAGE DETAILS

No Scale

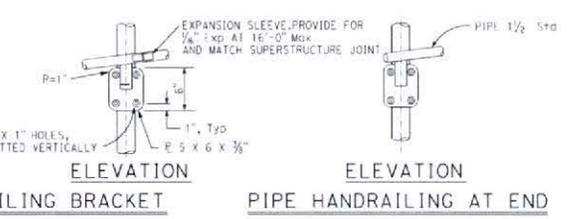
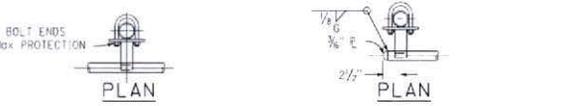
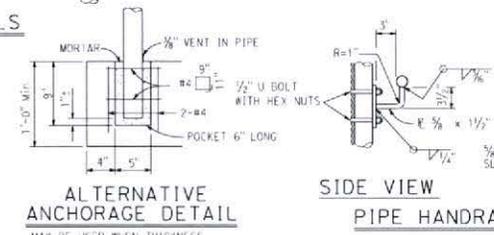
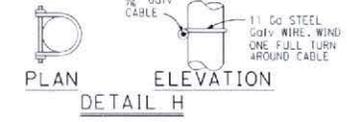
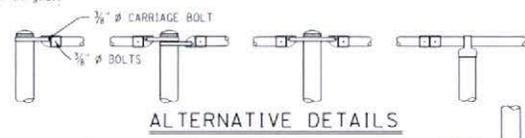


DOKKEN ENGINEERING
E. E. Burns
7809
Call 3-31-18
STATE OF CALIFORNIA
Dokken Engineering
41707 Winchester Rd, Suite 201
Temecula, CA 92590
CIVIL
(951) 506-8895

NO.	REVISION	APPROVED	DATE	BENCH MARK: R19-10 33.1	ELEV. 718.44' (NGVD 29)	PREPARED UNDER THE DIRECT SUPERVISION OF: <i>Robert E. Burns</i> ROBERT E. BURNS	SIGNATURE	SHEET NO. 7809	DESIGN BY: RB	CITY CHECK	FIELD-OF- VIEW	INITIAL	DATE	REVIEWED BY:	APPROVED BY:	CITY OF PALM SPRINGS, CALIFORNIA Portion of Sections 22 and 23, Township 3 South, Range 4 East, S.B.B.W INDIAN CANYON DRIVE OVERHEAD STRUCTURE APPROACH DRAINAGE DETAILS	FILE NO. 22	SHEET 22 of 27 sheets



- NOTES:
1. Railing shall conform to horizontal and vertical alignment. Posts shall be vertical.
 2. Horizontal pipes shall be bent if radius is 150'-0" or less-may be bent if radius is 150'-0" or less-may be bent if radius is over 150'-0". Peen all 3/8" Ø bolts.
 3. When railing is on slope, fabric shall be placed parallel to slope.
 4. Alternative details may be submitted by Contractor for Engineer approval.
 5. Additional PIPE 1/4 Std required on radius less than 150'-0".



DEDOKKEN
ENGINEERS ARCHITECTS

Dokken Engineering
41707 Winchester Rd, Suite 201
Tombala, Ca 92590
(951) 506-8895

Underground Service Alert
CALL TOLL FREE
1-800-227-2600

NO.	REVISION	APPROVED BY	DATE	BENCH MARK: R/V-10 33.1	LLLV: 718.44' (INDVD 291)	PREPARED UNDER THE DIRECT SUPERVISION OF:	DATE: 11-18-14	DESIGNED BY: CH	CHECKED BY: TO	FIELD ENGINEER: DATE:	APPROVED BY:	CITY ENGINEER: DATE:	CITY ENGINEER: DATE:	CITY OF PALM SPRINGS, CALIFORNIA	FILE NO.	SHEET
						ROBERT E. BURNS	11-18-14							Portion of Sections 22 and 23, Township 3 South, Range 4 East, S.B.M.	INDV. NO. 24	OF 27 SHEETS
														INDIAN CANYON DRIVE OVERHEAD CHAIN LINK RAILING TYPE 3		

EXHIBIT A-2

To Public Highway Overpass Crossing
Agreement

Cover Sheet for the
Legal Description for Slope Improvements and
Bridge Footings

EXHIBIT "A"
SLOPE EASEMENT
APN 669-070-007 & 669-100-006

THOSE PORTIONS OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22 AND THE WEST HALF OF SECTION 23, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SAN BERNARDINO MERIDIAN, IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SOUTHWESTERLY SLOPE EASEMENT

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF SOUTHERN PACIFIC RAILROAD WITH THE CENTER LINE OF INDIAN CANYON DRIVE (FORMERLY INDIAN AVENUE) AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 18 OF RECORDS OF SURVEY AT PAGE 2 ON AUGUST 20, 1951; THENCE ALONG SAID CENTER LINE OF INDIAN CANYON DRIVE SOUTH 00°19'08" WEST 187.07 FEET TO AN ANGLE POINT IN THE SOUTHERLY LINE OF AN OVERHEAD CROSSING EASEMENT IN FAVOR OF THE COUNTY OF RIVERSIDE RECORDED OCTOBER 22, 1952 IN BOOK 1409, AT PAGES 566 AND 575 OF OFFICIAL RECORDS; THENCE ALONG SAID SOUTHERLY LINE NORTH 89°40'50" WEST 75.00 FEET TO THE SOUTHWEST CORNER OF SAID EASEMENT AND THE **TRUE POINT OF BEGINNING**;

1. THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 22 NORTH 89°40'50" WEST 11.51 FEET TO THE SOUTHWESTERLY LINE OF THAT CERTAIN STRIP OF LAND 400 FEET WIDE, GRANTED TO THE SOUTHERN PACIFIC RAILROAD COMPANY, BY ACT OF CONGRESS, APPROVED ON MARCH 3, 1875;
2. THENCE LEAVING SAID SOUTH LINE ALONG SAID SOUTHWESTERLY LINE NORTH 50°53'07" WEST 28.77 FEET;
3. THENCE LEAVING SAID SOUTHWESTERLY LINE NORTH 00°00'36" WEST 102.68 FEET;
4. THENCE SOUTH 89°40'50" EAST 34.52 FEET TO A LINE PARALLEL WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE EASTERLY LINE OF SAID SECTION 22;
5. THENCE ALONG SAID PARALLEL LINE SOUTH 00°19'08" WEST 120.71 FEET TO THE **TRUE POINT OF BEGINNING**.

NORTHWESTERLY SLOPE EASEMENT

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF SOUTHERN PACIFIC RAILROAD WITH THE CENTER LINE OF INDIAN CANYON DRIVE (FORMERLY INDIAN AVENUE) AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 18 OF RECORDS OF SURVEY AT PAGE 2 ON AUGUST 20, 1951; THENCE ALONG SAID CENTER LINE OF INDIAN CANYON DRIVE SOUTH 00°19'08" WEST 187.07 FEET TO AN ANGLE POINT IN THE SOUTHERLY LINE OF AN OVERHEAD CROSSING EASEMENT IN FAVOR OF THE COUNTY OF RIVERSIDE RECORDED OCTOBER 22, 1952 IN BOOK 1409, AT PAGES 566 AND 575 OF OFFICIAL RECORDS; THENCE ALONG SAID SOUTHERLY LINE NORTH 89°40'50" WEST 75.00 FEET TO THE SOUTHWEST CORNER OF SAID EASEMENT BEING A POINT ON SAID PARALLEL LINE; THENCE ALONG SAID PARALLEL LINE NORTH 00°19'08" EAST 390.47 FEET TO THE **TRUE POINT OF BEGINNING**;

EXHIBIT "A"
SLOPE EASEMENT
APN 669-070-007 & 669-100-006

1. THENCE LEAVING SAID PARALLEL LINE NORTH 44°39'14" WEST 74.98 FEET;
2. THENCE NORTH 05°12'30" EAST 96.79 FEET TO THE NORTHEASTERLY LINE OF SAID 400 FOOT WIDE STRIP OF LAND;
3. THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 50°53'07" EAST 57.41 FEET TO SAID PARALLEL LINE;
4. THENCE ALONG SAID PARALLEL LINE SOUTH 00°19'08" WEST 113.51 FEET TO THE **TRUE POINT OF BEGINNING**.

SOUTHEASTERLY SLOPE EASEMENT

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF SOUTHERN PACIFIC RAILROAD WITH THE CENTER LINE OF INDIAN CANYON DRIVE (FORMERLY INDIAN AVENUE) AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 18 OF RECORDS OF SURVEY AT PAGE 2 ON AUGUST 20, 1951; THENCE ALONG SAID CENTER LINE OF INDIAN CANYON DRIVE SOUTH 00°19'08" WEST 128.31 FEET TO AN ANGLE POINT IN THE SOUTHERLY LINE OF AN OVERHEAD CROSSING EASEMENT IN FAVOR OF THE COUNTY OF RIVERSIDE RECORDED OCTOBER 22, 1952 IN BOOK 1409, AT PAGES 566 AND 575 OF OFFICIAL RECORDS; THENCE ALONG SAID SOUTHERLY LINE SOUTH 50°53'07" EAST 96.23 FEET TO A LINE PARALLEL WITH AND DISTANT 75.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM THE WESTERLY LINE OF SAID SECTION 23 AND THE **TRUE POINT OF BEGINNING**;

1. THENCE ALONG SAID PARALLEL LINE NORTH 00°19'08" EAST 23.67 FEET;
2. THENCE LEAVING SAID PARALLEL LINE SOUTH 49°46'12" EAST 26.31 FEET;
3. THENCE SOUTH 09°24'51" EAST 27.08 FEET TO THE SOUTHWESTERLY LINE OF A STRIP OF LAND 200 FEET WIDE, GRANTED TO THE SOUTHERN PACIFIC RAILROAD COMPANY, BY ACT OF CONGRESS, APPROVED ON JULY 27, 1866 AND APPROVED ON MARCH 3, 1871 AND AS SET FORTH IN THE PATENT FROM THE UNITED STATES OF AMERICA TO THE SOUTHERN PACIFIC RAILROAD COMPANY RECORDED JULY 31, 1905 IN BOOK 3, PAGE 228 OF PATENTS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
4. THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 50°53'07" WEST 31.76 FEET TO THE **TRUE POINT OF BEGINNING**.

AREA = 9,761 SQUARE FEET, MORE OR LESS

SEE EXHIBIT "B" ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.00002570 TO OBTAIN GROUND DISTANCES.

SIGNATURE Michael A. Havener 11-30-2015
MICHAEL A. HAVENER DATE
PLS 7354



EXHIBIT "A"
NEW STRUCTURE FOOTING
APN 669-070-007 & 669-100-006

THOSE PORTIONS OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22 AND THE WEST HALF OF SECTION 23, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SAN BERNARDINO MERIDIAN, IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NEW STRUCTURE FOOTING "A"

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF SOUTHERN PACIFIC RAILROAD WITH THE CENTER LINE OF INDIAN CANYON DRIVE (FORMERLY INDIAN AVENUE) AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 18 OF RECORDS OF SURVEY AT PAGE 2 ON AUGUST 20, 1951; THENCE ALONG SAID CENTER LINE OF INDIAN CANYON DRIVE SOUTH 00°19'08" WEST 98.48 FEET TO THE **TRUE POINT OF BEGINNING**;

1. THENCE LEAVING SAID CENTER LINE SOUTH 50°53'07" EAST 59.61 FEET;
2. THENCE SOUTH 00°19'10" WEST 15.91 FEET;
3. THENCE SOUTH 89°40'50" EAST 4.04 FEET;
4. THENCE SOUTH 00°19'10" WEST 9.00 FEET;
5. THENCE NORTH 89°40'50" WEST 1.67 FEET;
6. THENCE SOUTH 00°19'10" WEST 6.83 FEET TO THE SOUTHERLY LINE OF AN OVERHEAD CROSSING EASEMENT IN FAVOR OF THE COUNTY OF RIVERSIDE RECORDED OCTOBER 22, 1952 IN BOOK 1409, AT PAGES 566 AND 575 OF OFFICIAL RECORDS;
7. THENCE ALONG SAID SOUTHERLY LINE NORTH 50°53'07" WEST 19.67 FEET;
8. THENCE LEAVING SAID SOUTHERLY LINE NORTH 00°19'10" EAST 3.51 FEET;
9. THENCE SOUTH 89°40'50" EAST 3.96 FEET;
10. THENCE NORTH 00°19'09" EAST 0.69 FEET;
11. THENCE NORTH 50°53'07" WEST 93.48 FEET;
12. THENCE NORTH 89°40'50" WEST 3.93 FEET;
13. THENCE SOUTH 00°19'10" WEST 7.50 FEET;
14. THENCE NORTH 89°40'50" WEST 2.33 FEET;
15. THENCE SOUTH 00°19'10" WEST 8.00 FEET;
16. THENCE NORTH 89°40'50" WEST 1.75 FEET;
17. THENCE SOUTH 00°19'10" WEST 8.00 FEET;
18. THENCE NORTH 89°40'50" WEST 1.25 FEET;
19. THENCE SOUTH 00°19'10" WEST 8.00 FEET;
20. THENCE NORTH 89°40'50" WEST 1.17 FEET;
21. THENCE SOUTH 00°19'10" WEST 15.00 FEET;
22. THENCE NORTH 89°40'50" WEST 6.50 FEET;
23. THENCE NORTH 00°19'10" EAST 15.00 FEET;
24. THENCE NORTH 89°40'50" WEST 0.58 FEET;
25. THENCE NORTH 00°19'10" EAST 8.00 FEET;
26. THENCE NORTH 89°40'50" WEST 0.75 FEET;
27. THENCE NORTH 00°19'10" EAST 8.00 FEET;
28. THENCE NORTH 89°40'50" WEST 1.00 FEET;
29. THENCE NORTH 00°19'10" EAST 8.00 FEET;
30. THENCE NORTH 89°40'50" WEST 1.67 FEET;

EXHIBIT "A"
NEW STRUCTURE FOOTING
APN 669-070-007 & 669-100-006

31. THENCE NORTH 00°19'10" EAST 9.00 FEET;
32. THENCE SOUTH 89°40'50" EAST 4.20 FEET;
33. THENCE NORTH 00°19'10" EAST 33.41 FEET;
34. THENCE NORTH 64°43'01" EAST 0.86 FEET;
35. THENCE SOUTH 50°53'07" EAST 65.89 FEET TO THE **TRUE POINT OF BEGINNING.**

NEW STRUCTURE FOOTING "B"

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF SOUTHERN PACIFIC RAILROAD WITH THE CENTER LINE OF INDIAN CANYON DRIVE (FORMERLY INDIAN AVENUE) AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 18 OF RECORDS OF SURVEY AT PAGE 2 ON AUGUST 20, 1951; THENCE ALONG SAID CENTER LINE OF INDIAN CANYON DRIVE NORTH 00°19'08" EAST 57.52 FEET TO THE **TRUE POINT OF BEGINNING;**

1. THENCE LEAVING SAID CENTER LINE NORTH 50°53'07" WEST 60.05 FEET;
2. THENCE NORTH 39°06'53" EAST 6.00 FEET;
3. THENCE SOUTH 50°53'07" EAST 106.00 FEET;
4. THENCE SOUTH 39°06'53" WEST 6.00 FEET;
5. THENCE NORTH 50°53'07" WEST 45.95 FEET TO THE **TRUE POINT OF BEGINNING.**

NEW STRUCTURE FOOTING "C"

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF SOUTHERN PACIFIC RAILROAD WITH THE CENTER LINE OF INDIAN CANYON DRIVE (FORMERLY INDIAN AVENUE) AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 18 OF RECORDS OF SURVEY AT PAGE 2 ON AUGUST 20, 1951; THENCE ALONG SAID CENTER LINE OF INDIAN CANYON DRIVE AND CONTINUING ALONG THE NORTHERLY LINE OF SAID OVERHEAD CROSSING EASEMENT NORTH 00°19'08" EAST 208.10 FEET TO THE **TRUE POINT OF BEGINNING;**

6. THENCE LEAVING SAID NORTHERLY LINE NORTH 50°53'07" WEST 66.89 FEET;
7. THENCE NORTH 00°19'10" EAST 9.26 FEET;
8. THENCE NORTH 64°43'01" EAST 0.86 FEET;
9. THENCE SOUTH 50°53'07" EAST 65.89 FEET TO SAID NORTHERLY LINE;
10. THENCE ALONG SAID NORTHERLY LINE SOUTH 00°19'08" WEST 10.26 FEET TO THE **TRUE POINT OF BEGINNING.**

AREA = 4,117 SQUARE FEET, MORE OR LESS

SEE EXHIBIT "B" ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF.

EXHIBIT "A"
NEW STRUCTURE FOOTING
APN 669-070-007 & 669-100-006

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE
BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY
DISTANCES SHOWN BY 1.00002570 TO OBTAIN GROUND DISTANCES.

SIGNATURE Michael A Havener 8-11-2015
MICHAEL A. HAVENER DATE
PLS 7354



EXHIBIT A-3

To Public Highway Overpass Crossing
Agreement

Cover Sheet for the
Survey Print for Slope Improvements and
Bridge Footings

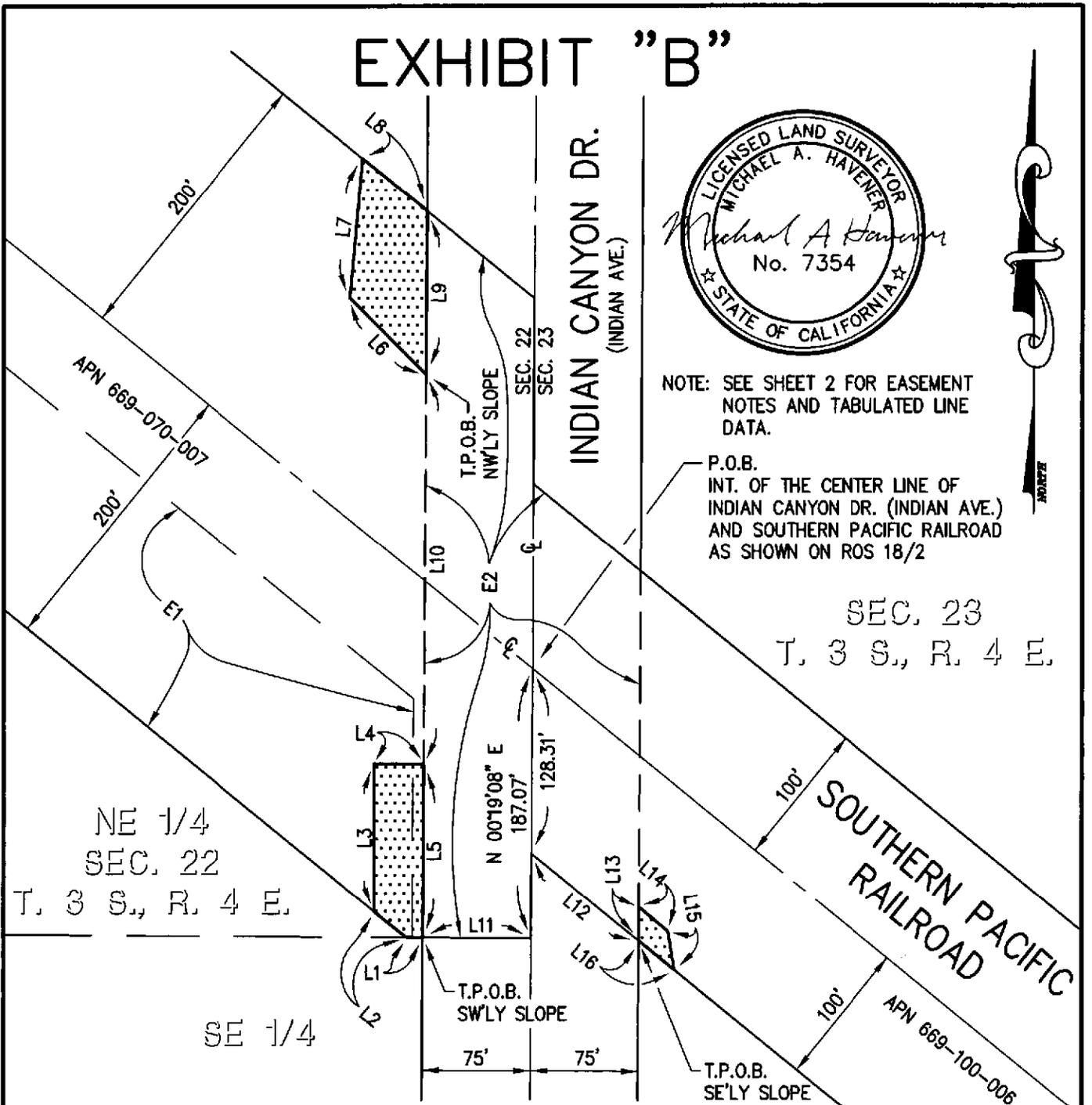
EXHIBIT "B"



NOTE: SEE SHEET 2 FOR EASEMENT NOTES AND TABULATED LINE DATA.

P.O.B.
INT. OF THE CENTER LINE OF INDIAN CANYON DR. (INDIAN AVE.) AND SOUTHERN PACIFIC RAILROAD AS SHOWN ON ROS 18/2

SEC. 23
T. 3 S., R. 4 E.



NE 1/4
SEC. 22
T. 3 S., R. 4 E.

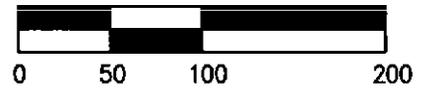
SE 1/4

LEGEND

SLOPE EASEMENT (SLOPE)
AREA = 9,761 SQ. FT., MORE OR LESS

P.O.B. POINT OF BEGINNING

T.P.O.B. TRUE POINT OF BEGINNING



MULTIPLY DISTANCE BY 1.00002570
TO OBTAIN GROUND DISTANCES

SHEET 1 OF 2 SHEETS

REVISED BY:	DATE:	CITY OF PALM SPRINGS	SCALE 1" = 100'
DRAWN BY: KA	DATE: 4-14-15		DOC. NO.
CHECKED BY: MH	DATE: 11-30-15	INDIAN CANYON DRIVE WIDENING APN 669-100-006 & 669-070-007 SOUTHERN PACIFIC TRANSPORTATION CO.	DWG. NO.
APPROVED BY:	DATE:		

APN 669-070-007 NON-PLOTTABLE EASEMENTS

RIGHT-OF-WAY FOR DITCHES OR CANALS
 CONSTRUCTED BY THE AUTHORITY OF THE UNITED
 STATES AND RESERVING UNTO THE UNITED STATES,
 ITS PERMITTEES OR LICENSEES, THE RIGHT TO
 OCCUPY AND USE ANY PART OF SECTION 22 LYING
 WITHIN FIFTY FEET OF THE CENTER LINE OF THE
 TRANSMISSION LINE RIGHT-OF-WAY OF THE
 COACHELLA VALLEY ICE AND ELECTRIC COMPANY
 REC. 11/23/1921 IN BK. 8, PG. 204 OF PATENTS.

A POLE LINE EASEMENT IN FAVOR OF THE
 SOUTHERN CALIFORNIA TELEPHONE CO. REC. 7/10/1933
 IN BK. 131, PG. 119 O.R.

A PIPELINE EASEMENT IN FAVOR OF SOUTHERN
 PACIFIC PIPE LINES INC. REC. 9/19/1960 IN BK. 2768
 PG. 40 O.R.

A FIBER OPTIC EASEMENT IN FAVOR OF MCI
 REC. 5/17/1991 AS INST. NO. 165201 O.R.

A PIPELINE EASEMENT IN FAVOR OF SANTA
 FE PACIFIC PIPELINES, INC. REC. 9/16/1994 AS
 INST. NO. 94-359165 O.R.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 89°40'50" W	11.51'
L2	N 50°53'07" W	28.77'
L3	N 00°00'36" W	102.68'
L4	S 89°40'50" E	34.52'
L5	S 00°19'08" W	120.71'
L6	N 44°39'14" W	74.98'
L7	N 05°12'30" E	96.79'
L8	S 50°53'07" E	57.41'
L9	S 00°19'08" W	113.51'
L10	S 00°19'08" W	269.76'
L11	N 89°40'50" W	75.00'
L12	S 50°53'07" E	96.23'
L13	N 00°19'08" E	23.67'
L14	S 49°46'12" E	26.31'
L15	S 09°24'51" E	27.08'
L16	N 50°53'07" W	31.76'

APN 669-100-006 NON-PLOTTABLE EASEMENTS

A PUBLIC UTILITY EASEMENT IN FAVOR OF
 PACIFIC TELEPHONE AND TELEGRAPH CO. REC. 1/23/1912
 IN BK. 344, PG. 227 OF DEEDS.

A PIPELINE EASEMENT IN FAVOR OF
 SOUTHERN PACIFIC PIPE LINES, INC. REC. 9/19/1960
 IN BK. 2768, PG. 40, O.R.

A FIBER OPTIC EASEMENT IN FAVOR OF
 MCI REC. 5/17/1991 AS INST. NO. 165201 O.R.

A PIPELINE EASEMENT IN FAVOR OF
 SANTA FE PACIFIC PIPELINES REC. 9/16/1994
 AS INST. NO. 94-359165 O.R.

PLOTTED EASEMENTS

- E1 PALM SPRINGS PASSENGER
 TERMINAL EASEMENT IN FAVOR
 OF THE CITY OF PALM SPRINGS
 REC. 8/07/1995 AS INST. NO.
 255964 O.R.
- E2 OVERHEAD CROSSING EASEMENT IN
 FAVOR OF THE COUNTY OF RIVERSIDE
 REC. 10/22/1952 IN BK. 1409, PG.
 566 O.R. AND BK. 1409, PG. 575 O.R.

SHEET 2 OF 2 SHEETS

REVISED BY:	DATE:	CITY OF PALM SPRINGS	SCALE
DRAWN BY: KA	DATE: 4-14-15		NO SCALE
CHECKED BY: MH	DATE: 11-30-15		DOC. NO.
APPROVED BY:	DATE:		DWG. NO.
		INDIAN CANYON DRIVE WIDENING APN 669-100-006 & 669-070-007 SOUTHERN PACIFIC TRANSPORTATION CO.	

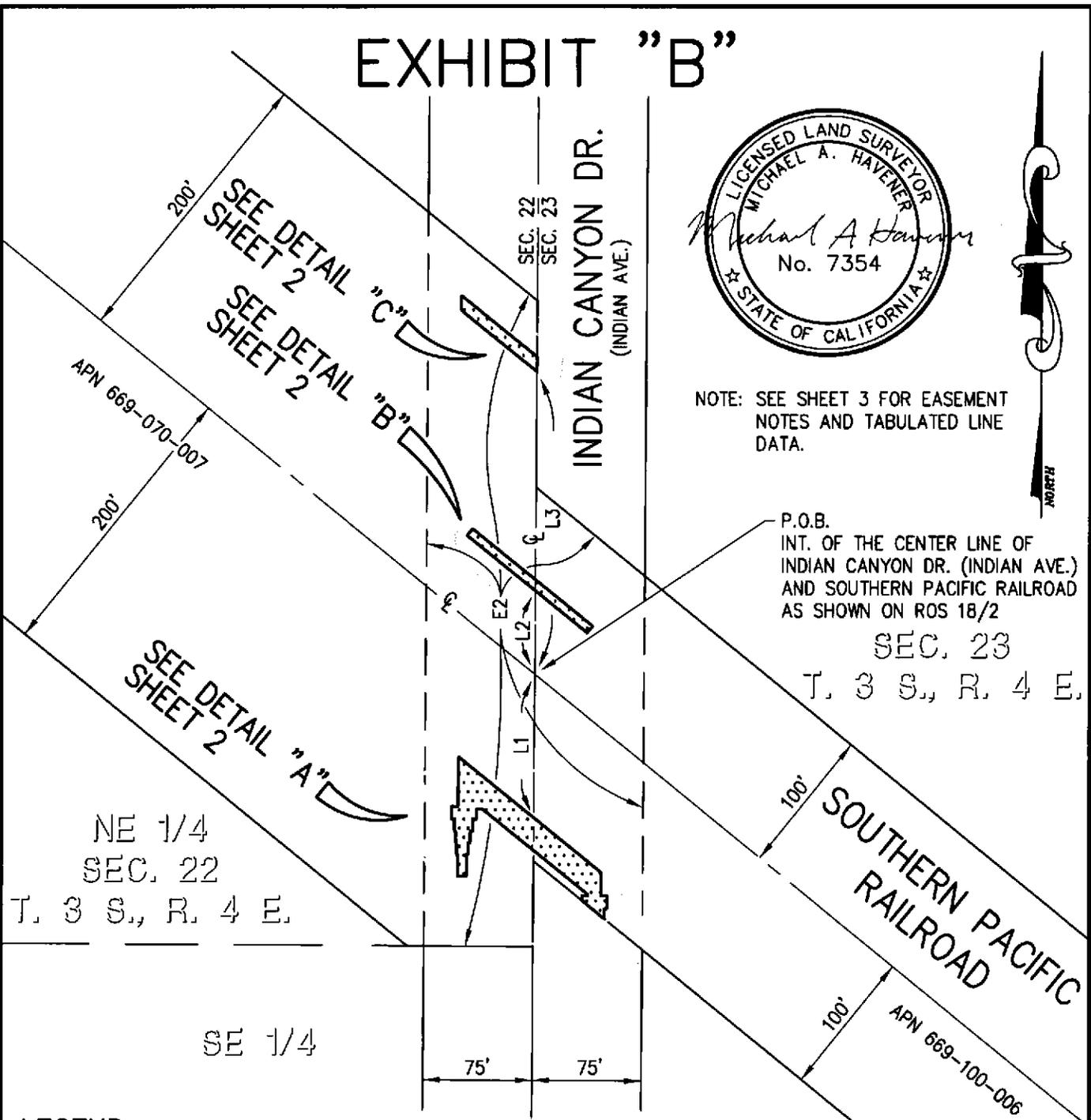
EXHIBIT "B"



NOTE: SEE SHEET 3 FOR EASEMENT NOTES AND TABULATED LINE DATA.

P.O.B.
INT. OF THE CENTER LINE OF
INDIAN CANYON DR. (INDIAN AVE.)
AND SOUTHERN PACIFIC RAILROAD
AS SHOWN ON ROS 18/2

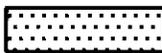
SEC. 23
T. 3 S., R. 4 E.



NE 1/4
SEC. 22
T. 3 S., R. 4 E.

SE 1/4

LEGEND

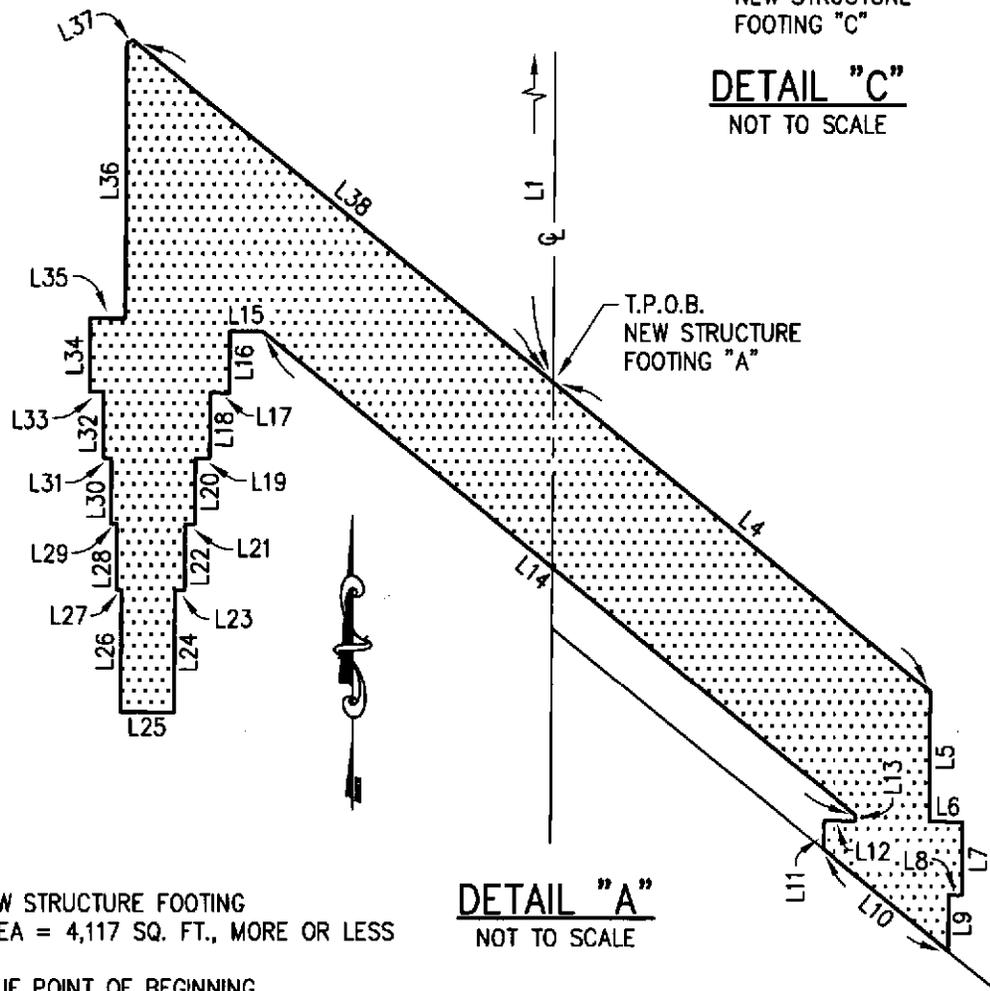
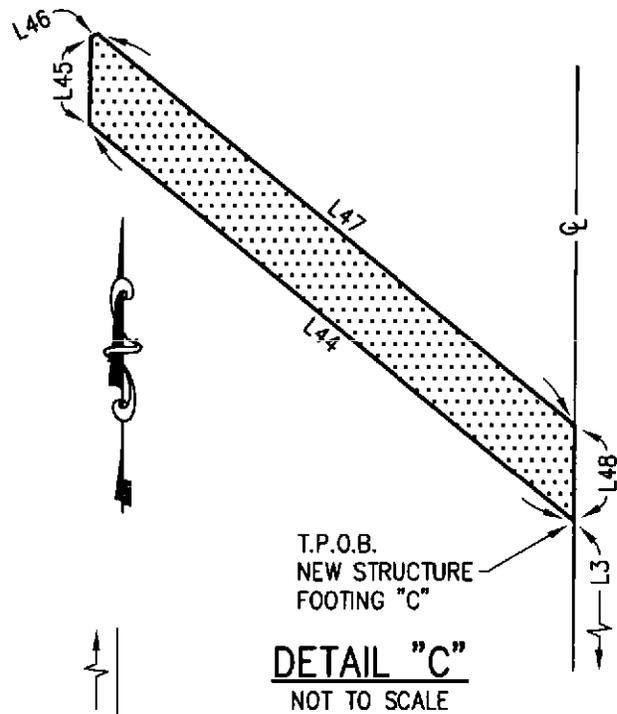
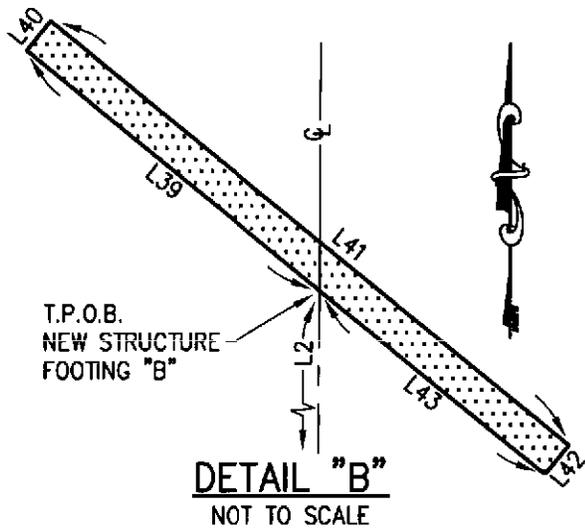
-  NEW STRUCTURE FOOTING
AREA = 4,117 SQ. FT., MORE OR LESS
- P.O.B. POINT OF BEGINNING
- T.P.O.B. TRUE POINT OF BEGINNING



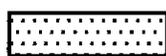
MULTIPLY DISTANCE BY 1.00002570
TO OBTAIN GROUND DISTANCES

SHEET 1 OF 3 SHEETS

REVISED BY:	DATE:	CITY OF PALM SPRINGS	SCALE 1" = 100'
DRAWN BY: KA	DATE: 8-05-15		DOC. NO.
CHECKED BY: MH	DATE: 8-11-15		DWG. NO.
APPROVED BY:	DATE:		
		INDIAN CANYON DRIVE WIDENING APN 669-100-006 & 669-070-007 SOUTHERN PACIFIC TRANSPORTATION CO.	



LEGEND



NEW STRUCTURE FOOTING
AREA = 4,117 SQ. FT., MORE OR LESS

T.P.O.B. TRUE POINT OF BEGINNING

SHEET 2 OF 3 SHEETS

REVISED BY:	DATE:	CITY OF PALM SPRINGS INDIAN CANYON DRIVE WIDENING APN 669-100-006 & 669-070-007 SOUTHERN PACIFIC TRANSPORTATION CO.	SCALE NO SCALE
DRAWN BY: KA	DATE: 8-05-15		DOC. NO.
CHECKED BY: MH	DATE: 8-11-15		DWG. NO.
APPROVED BY:	DATE:		

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 00°19'08" W	98.48'
L2	N 00°19'08" E	57.52'
L3	N 00°19'08" E	208.10'
L4	S 50°53'07" E	59.61'
L5	S 00°19'10" W	15.91'
L6	S 89°40'50" E	4.04'
L7	S 00°19'10" W	9.00'
L8	N 89°40'50" W	1.67'
L9	S 00°19'10" W	6.83'
L10	N 50°53'07" W	19.67'
L11	N 00°19'10" E	3.51'
L12	S 89°40'50" E	3.96'
L13	N 00°19'09" E	0.69'
L14	N 50°53'07" W	93.48'
L15	N 89°40'50" W	3.93'
L16	S 00°19'10" W	7.50'
L17	N 89°40'50" W	2.33'
L18	S 00°19'10" W	8.00'
L19	N 89°40'50" W	1.75'
L20	S 00°19'10" W	8.00'
L21	N 89°40'50" W	1.25'
L22	S 00°19'10" W	8.00'
L23	N 89°40'50" W	1.17'
L24	S 00°19'10" W	15.00'
L25	N 89°40'50" W	6.50'
L26	N 00°19'10" E	15.00'
L27	N 89°40'50" W	0.58'
L28	N 00°19'10" E	8.00'
L29	N 89°40'50" W	0.75'
L30	N 00°19'10" E	8.00'
L31	N 89°40'50" W	1.00'
L32	N 00°19'10" E	8.00'
L33	N 89°40'50" W	1.67'
L34	N 00°19'10" E	9.00'
L35	S 89°40'50" E	4.20'
L36	N 00°19'10" E	33.41'
L37	N 64°43'01" E	0.86'
L38	S 50°53'07" E	65.89'
L39	N 50°53'07" W	60.05'
L40	N 39°06'53" E	6.00'
L41	S 50°53'07" E	106.00'
L42	S 39°06'53" W	6.00'
L43	N 50°53'07" W	45.95'
L44	N 50°53'07" W	66.89'
L45	N 00°19'10" E	9.26'
L46	N 64°43'01" E	0.86'
L47	S 50°53'07" E	65.89'
L48	S 00°19'08" W	10.26'

APN 669-070-007 NON-PLOTTABLE EASEMENTS

RIGHT-OF-WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AND RESERVING UNTO THE UNITED STATES, IT'S PERMITTEES OR LICENSEES, THE RIGHT TO OCCUPY AND USE ANY PART OF SECTION 22 LYING WITHIN FIFTY FEET OF THE CENTER LINE OF THE TRANSMISSION LINE RIGHT-OF-WAY OF THE COACHELLA VALLEY ICE AND ELECTRIC COMPANY REC. 11/23/1921 IN BK. 8, PG. 204 OF PATENTS.

A POLE LINE EASEMENT IN FAVOR OF THE SOUTHERN CALIFORNIA TELEPHONE CO. REC. 7/10/1933 IN BK. 131, PG. 119 O.R.

A PIPELINE EASEMENT IN FAVOR OF SOUTHERN PACIFIC PIPE LINES INC. REC. 9/19/1960 IN BK. 2768 PG. 40 O.R.

A FIBER OPTIC EASEMENT IN FAVOR OF MCI REC. 5/17/1991 AS INST. NO. 165201 O.R.

A PIPELINE EASEMENT IN FAVOR OF SANTA FE PACIFIC PIPELINES, INC. REC. 9/16/1994 AS INST. NO. 94-359165 O.R.

APN 669-100-006 NON-PLOTTABLE EASEMENTS

A PUBLIC UTILITY EASEMENT IN FAVOR OF PACIFIC TELEPHONE AND TELEGRAPH CO. REC. 1/23/1912 IN BK. 344, PG. 227 OF DEEDS.

A PIPELINE EASEMENT IN FAVOR OF SOUTHERN PACIFIC PIPE LINES, INC. REC. 9/19/1960 IN BK. 2768, PG. 40, O.R.

A FIBER OPTIC EASEMENT IN FAVOR OF MCI REC. 5/17/1991 AS INST. NO. 165201 O.R.

A PIPELINE EASEMENT IN FAVOR OF SANTA FE PACIFIC PIPELINES REC. 9/16/1994 AS INST. NO. 94-359165 O.R.

PLOTTED EASEMENTS

E1 OVERHEAD CROSSING EASEMENT IN FAVOR OF THE COUNTY OF RIVERSIDE REC. 10/22/1952 IN BK. 1409, PG. 566 O.R. AND BK. 1409, PG. 575 O.R.

SHEET 3 OF 3 SHEETS

REVISED BY:	DATE:	CITY OF PALM SPRINGS	SCALE
DRAWN BY: KA	DATE: 8-05-15		NO SCALE
CHECKED BY: MH	DATE: 8-11-15		DOC. NO.
APPROVED BY:	DATE:		DWG. NO.
		INDIAN CANYON DRIVE WIDENING APN 669-100-006 & 669-070-007 SOUTHERN PACIFIC TRANSPORTATION CO.	

EXHIBIT A-4

To Public Highway Overpass Crossing
Agreement

Cover Sheet for the Legal Description for
Temporary Construction Rights

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
APN 669-070-007 & 669-100-006

THOSE PORTIONS OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22 AND THE WEST HALF OF SECTION 23, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SAN BERNARDINO MERIDIAN, IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

WESTERLY TEMPORARY CONSTRUCTION EASEMENT

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF SOUTHERN PACIFIC RAILROAD WITH THE CENTER LINE OF INDIAN CANYON DRIVE (FORMERLY INDIAN AVENUE) AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 18 OF RECORDS OF SURVEY AT PAGE 2 ON AUGUST 20, 1951; THENCE ALONG SAID CENTER LINE OF INDIAN CANYON DRIVE SOUTH 00°19'08" WEST 187.07 FEET TO AN ANGLE POINT IN THE SOUTHERLY LINE OF AN OVERHEAD CROSSING EASEMENT IN FAVOR OF THE COUNTY OF RIVERSIDE RECORDED OCTOBER 22, 1952 IN BOOK 1409, AT PAGES 566 AND 575 OF OFFICIAL RECORDS; THENCE ALONG SAID SOUTHERLY LINE NORTH 89°40'50" WEST 75.00 FEET TO THE SOUTHWEST CORNER OF SAID EASEMENT THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 22 NORTH 89°40'50" WEST 11.51 FEET TO THE SOUTHWESTERLY LINE OF THAT CERTAIN STRIP OF LAND 400 FEET WIDE, GRANTED TO THE SOUTHERN PACIFIC RAILROAD COMPANY, BY ACT OF CONGRESS, APPROVED ON MARCH 3, 1875; THENCE LEAVING SAID SOUTH LINE ALONG SAID SOUTHWESTERLY LINE NORTH 50°53'07" WEST 28.77 FEET TO THE **TRUE POINT OF BEGINNING**;

1. THENCE CONTINUING ALONG SAID SOUTHWESTERLY LINE NORTH 50°53'07" WEST 82.74 FEET;
2. THENCE LEAVING SAID SOUTHWESTERLY LINE NORTH 00°17'56" EAST 513.37 FEET TO THE NORTHEASTERLY LINE OF SAID 400 FOOT WIDE STRIP OF LAND;
3. THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 50°53'07" EAST 69.10 FEET;
4. THENCE LEAVING SAID NORTHEASTERLY LINE SOUTH 05°12'30" WEST 96.79 FEET;
5. THENCE SOUTH 44°39'14" EAST 74.98 FEET TO A LINE PARALLEL WITH AND DISTANT 75.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE EASTERLY LINE OF SAID SECTION 22;
6. THENCE ALONG SAID PARALLEL LINE SOUTH 00°19'08" WEST 269.76 FEET;
7. THENCE LEAVING SAID PARALLEL LINE NORTH 89°40'50" WEST 34.52 FEET;
8. THENCE SOUTH 00°00'36" EAST 102.68 FEET TO THE **TRUE POINT OF BEGINNING**.

EASTERLY TEMPORARY CONSTRUCTION EASEMENT

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF SOUTHERN PACIFIC RAILROAD WITH THE CENTER LINE OF INDIAN CANYON DRIVE (FORMERLY INDIAN AVENUE) AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 18 OF RECORDS OF SURVEY AT PAGE 2 ON AUGUST 20, 1951; THENCE ALONG SAID CENTER LINE OF INDIAN CANYON DRIVE SOUTH 00°19'08" WEST

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
APN 669-070-007 & 669-100-006

128.31 FEET TO AN ANGLE POINT IN THE SOUTHERLY LINE OF AN OVERHEAD CROSSING EASEMENT IN FAVOR OF THE COUNTY OF RIVERSIDE RECORDED OCTOBER 22, 1952 IN BOOK 1409, AT PAGES 566 AND 575 OF OFFICIAL RECORDS; THENCE ALONG SAID SOUTHERLY LINE SOUTH 50°53'07" EAST 96.23 FEET TO A LINE PARALLEL WITH AND DISTANT 75.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM THE WESTERLY LINE OF SAID SECTION 23; THENCE ALONG SAID PARALLEL LINE NORTH 00°19'08" EAST 23.67 FEET TO THE **TRUE POINT OF BEGINNING**;

1. THENCE CONTINUING ALONG SAID PARALLEL LINE NORTH 00°19'08" EAST 232.94 FEET TO THE NORTHEASTERLY LINE OF A STRIP OF LAND 200 FEET WIDE, GRANTED TO THE SOUTHERN PACIFIC RAILROAD COMPANY, BY ACT OF CONGRESS, APPROVED ON JULY 27, 1866 AND APPROVED ON MARCH 3, 1871 AND AS SET FORTH IN THE PATENT FROM THE UNITED STATES OF AMERICA TO THE SOUTHERN PACIFIC RAILROAD COMPANY RECORDED JULY 31, 1905 IN BOOK 3, PAGE 228 OF PATENTS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
2. THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 50°53'07" EAST 94.99 FEET;
3. THENCE LEAVING SAID NORTHEASTERLY LINE SOUTH 00°05'02" WEST 257.46 FEET TO THE SOUTHWESTERLY LINE OF SAID 200 FOOT WIDE STRIP OF LAND;
4. THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 50°53'07" WEST 64.58 FEET;
5. THENCE LEAVING SAID SOUTHWESTERLY LINE NORTH 09°24'51" WEST 27.08 FEET;
6. THENCE NORTH 49°46'12" WEST 26.31 FEET TO THE **TRUE POINT OF BEGINNING**.

AREA = 59,877 SQUARE FEET, MORE OR LESS

SEE EXHIBIT "B" ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.00002570 TO OBTAIN GROUND DISTANCES.

SIGNATURE Michael A Havener 8-11-2016
MICHAEL A. HAVENER DATE
PLS 7354

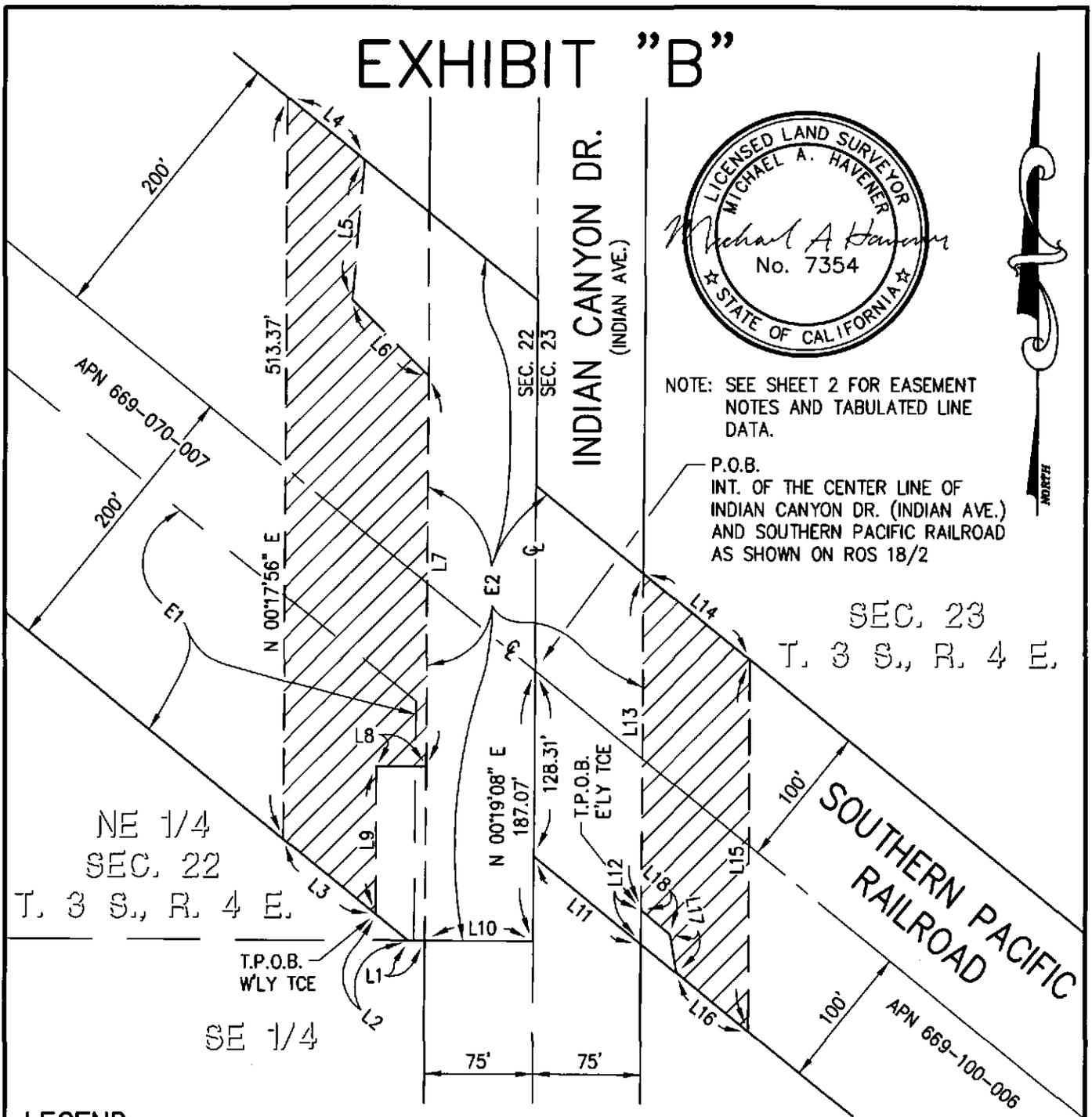


EXHIBIT A-5

To Public Highway Overpass Crossing
Agreement

Cover Sheet for the Survey Print for
Temporary Construction Rights

EXHIBIT "B"



NOTE: SEE SHEET 2 FOR EASEMENT NOTES AND TABULATED LINE DATA.

P.O.B.
INT. OF THE CENTER LINE OF INDIAN CANYON DR. (INDIAN AVE.) AND SOUTHERN PACIFIC RAILROAD AS SHOWN ON ROS 18/2

SEC. 23
T. 3 S., R. 4 E.

NE 1/4
SEC. 22
T. 3 S., R. 4 E.

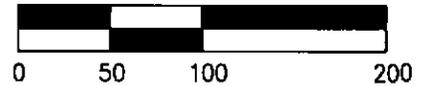
T.P.O.B.
WLY TCE
SE 1/4

LEGEND

TEMPORARY CONSTRUCTION EASEMENT (TCE)
AREA = 59,877 SQ. FT., MORE OR LESS

P.O.B. POINT OF BEGINNING

T.P.O.B. TRUE POINT OF BEGINNING



MULTIPLY DISTANCE BY 1.0002570 TO OBTAIN GROUND DISTANCES

SHEET 1 OF 2 SHEETS

REVISED BY:	DATE:	CITY OF PALM SPRINGS	SCALE 1" = 100'
DRAWN BY: KA	DATE: 4-14-15		DOC. NO.
CHECKED BY: MH	DATE: 8-11-16		DWG. NO.
APPROVED BY:	DATE:		
		INDIAN CANYON DRIVE WIDENING APN 669-100-006 & 669-070-007 SOUTHERN PACIFIC TRANSPORTATION CO.	

APN 669-070-007 NON-PLOTTABLE EASEMENTS

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 89°40'50" W	11.51'
L2	N 50°53'07" W	28.77'
L3	N 50°53'07" W	82.74'
L4	S 50°53'07" E	69.10'
L5	S 05°12'30" W	96.79'
L6	S 44°39'14" E	74.98'
L7	S 00°19'08" W	269.76'
L8	N 89°40'50" W	34.52'
L9	S 00°00'36" E	102.68'
L10	N 89°40'50" W	75.00'
L11	S 50°53'07" E	96.23'
L12	N 00°19'08" E	23.67'
L13	N 00°19'08" E	232.94'
L14	S 50°53'07" E	94.99'
L15	S 00°05'02" W	257.46'
L16	N 50°53'07" W	64.58'
L17	N 09°24'51" W	27.08'
L18	N 49°46'12" W	26.31'

RIGHT-OF-WAY FOR DITCHES OR CANALS
 CONSTRUCTED BY THE AUTHORITY OF THE UNITED
 STATES AND RESERVING UNTO THE UNITED STATES,
 ITS PERMITTEES OR LICENSEES, THE RIGHT TO
 OCCUPY AND USE ANY PART OF SECTION 22 LYING
 WITHIN FIFTY FEET OF THE CENTER LINE OF THE
 TRANSMISSION LINE RIGHT-OF-WAY OF THE
 COACHELLA VALLEY ICE AND ELECTRIC COMPANY
 REC. 11/23/1921 IN BK. 8, PG. 204 OF PATENTS.

A POLE LINE EASEMENT IN FAVOR OF THE
 SOUTHERN CALIFORNIA TELEPHONE CO. REC. 7/10/1933
 IN BK. 131, PG. 119 O.R.

A PIPELINE EASEMENT IN FAVOR OF SOUTHERN
 PACIFIC PIPE LINES INC. REC. 9/19/1960 IN BK. 2768
 PG. 40 O.R.

A FIBER OPTIC EASEMENT IN FAVOR OF MCI
 REC. 5/17/1991 AS INST. NO. 165201 O.R.

A PIPELINE EASEMENT IN FAVOR OF SANTA
 FE PACIFIC PIPELINES, INC. REC. 9/16/1994 AS
 INST. NO. 94-359165 O.R.

APN 669-100-006 NON-PLOTTABLE EASEMENTS

A PUBLIC UTILITY EASEMENT IN FAVOR OF
 PACIFIC TELEPHONE AND TELEGRAPH CO. REC. 1/23/1912
 IN BK. 344, PG. 227 OF DEEDS.

A PIPELINE EASEMENT IN FAVOR OF
 SOUTHERN PACIFIC PIPE LINES, INC. REC. 9/19/1960
 IN BK. 2768, PG. 40, O.R.

A FIBER OPTIC EASEMENT IN FAVOR OF
 MCI REC. 5/17/1991 AS INST. NO. 165201 O.R.

A PIPELINE EASEMENT IN FAVOR OF
 SANTA FE PACIFIC PIPELINES REC. 9/16/1994
 AS INST. NO. 94-359165 O.R.

PLOTTED EASEMENTS

- E1 PALM SPRINGS PASSENGER
 TERMINAL EASEMENT IN FAVOR
 OF THE CITY OF PALM SPRINGS
 REC. 8/07/1995 AS INST. NO.
 255964 O.R.
- E2 OVERHEAD CROSSING EASEMENT IN
 FAVOR OF THE COUNTY OF RIVERSIDE
 REC. 10/22/1952 IN BK. 1409, PG.
 566 O.R. AND BK. 1409, PG. 575 O.R.

SHEET 2 OF 2 SHEETS

REVISED BY:	DATE:	CITY OF PALM SPRINGS	SCALE
DRAWN BY: KA	DATE: 4-14-15		NO SCALE
CHECKED BY: MH	DATE: 8-11-16		DOC. NO.
APPROVED BY:	DATE:		DWG. NO.
		INDIAN CANYON DRIVE WIDENING APN 669-100-006 & 669-070-007 SOUTHERN PACIFIC TRANSPORTATION CO.	

EXHIBIT B

To Public Highway Overpass Crossing Agreement

Cover Sheet for the General Terms and Conditions

EXHIBIT B

TO PUBLIC HIGHWAY OVERPASS CROSSING AGREEMENT

GENERAL TERMS AND CONDITIONS

SECTION 1 - CONDITIONS AND COVENANTS

- A. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The Public Body shall not use or permit use of the Crossing Area for any purposes other than those described in this Agreement. Without limiting the foregoing, the Public Body shall not use or permit use of the Crossing Area for railroad purposes, or for gas, oil or gasoline pipe lines. Any lines constructed on the Railroad's property by or under authority of the Public Body for the purpose of conveying electric power or communications incidental to the Public Body's use of the property for highway purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as not adversely to affect communication or signal lines of the Railroad or its licensees now or hereafter located upon said property. No nonparty shall be admitted by the Public Body to use or occupy any part of the Railroad's property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.
- B. The Railroad reserves the right to cross the Crossing Area with such railroad tracks as may be required for its convenience or purposes.
- C. The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded, and also to any renewals thereof. The Public Body shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the Railroad's property, unless the Public Body at its own expense settles with and obtains releases from such nonparties.
- D. The Railroad reserves the right to use and to grant to others the right to use the Crossing Area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property and the right to cross the Crossing Area with all kinds of equipment. The Railroad further reserves the right to attach signal, communication or power lines to the Structure, provided that such attachments shall comply with Public Body's specifications and will not interfere with the Public Body's use of the Crossing Area.
- E. So far as it lawfully may do so, the Public Body will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Crossing Area, excepting taxes levied upon and against the property as a component part of the Railroad's operating property.
- F. If any property or rights other than the right hereby granted are necessary for the construction, maintenance and use of the Structure and its appurtenances, or for the performance of any work in connection with the Project, the Public Body will acquire all such other property and rights at its own expense and without expense to the Railroad.

SECTION 2 - CONSTRUCTION OF STRUCTURE

- A. The Public Body, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the Project, and will furnish the Railroad upon request with satisfactory evidence that such authority has been obtained.
- B. Except as may be otherwise specifically provided herein, the Public Body, at its expense, will furnish all necessary labor, material and equipment, and shall construct and complete the Structure and all appurtenances thereof. The appurtenances shall include, without limitation, all necessary and proper drainage facilities, guard rails or barriers, and right of way fences between the Structure and the railroad tracks. Upon completion of the Project, the Public Body shall remove from the Railroad's property all temporary structures and false work, and will leave the Crossing Area in a condition satisfactory to the Railroad.
- C. All construction work of the Public Body upon the Railroad's property (including, but not limited to, construction of the Structure and all appurtenances and all related and incidental work) shall be performed and completed in a manner satisfactory to the Assistant Vice President Engineering-Design of the Railroad or his authorized representative and in

compliance with the Plans, the Railroad's Coordination Requirements set forth in **Exhibit D** and other guidelines furnished by the Railroad.

- D. All construction work of the Public Body shall be performed diligently and completed within a reasonable time. No part of the Project shall be suspended, discontinued or unduly delayed without the Railroad's written consent, and subject to such reasonable conditions as the Railroad may specify. It is understood that the Railroad's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of the Public Body. The Public Body hereby assumes the risk of any such delays and agrees that no claims for damages on account of any delay shall be made against the Railroad by the Public Body and/or the Contractor.

SECTION 3 - INJURY AND DAMAGE TO PROPERTY

If the Public Body, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the Public Body is responsible under the provisions of this Agreement, shall injure, damage or destroy any property of the Railroad or of any other person lawfully occupying or using the property of the Railroad, such property shall be replaced or repaired by the Public Body at the Public Body's own expense, or by the Railroad at the expense of the Public Body, and to the satisfaction of the Railroad's Assistant Vice President Engineering-Design.

SECTION 4 - RAILROAD MAY USE CONTRACTORS TO PERFORM WORK

The Railroad may contract for the performance of any of its work by other than railroad forces. The Railroad shall notify the Public Body of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, the Public Body shall reimburse the Railroad for the amount of the contract.

SECTION 5 - MAINTENANCE AND REPAIRS

- A. The Public Body, at its expense, shall maintain, repair and renew, or cause to be maintained, repaired and renewed, the entire Structure, including, but not limited to, the superstructure, substructure, piers, abutments, walls, approaches and all backfill, grading and drainage required by reason of the Structure, as well as all graffiti removal or overpainting involving the Structure.
- B. The Railroad, at its expense, will maintain, repair and renew, or cause to be maintained, repaired and renewed, the rails, ties, ballast and communication and signal facilities owned by the Railroad beneath the Structure.

SECTION 6 - SAFETY MEASURES; PROTECTION OF RAILROAD COMPANY OPERATIONS

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of the Public Body that the work will be performed in a safe manner and in conformity with the following standards:

- A. **Definitions.** All references in this Agreement to the Public Body shall also include the Contractor and their respective officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work of the Public Body shall include work both within and outside of the Railroad's property.
- B. **Entry on to Railroad's Property by Public Body.** If the Public Body's employees need to enter Railroad's property in order to perform an inspection of the Structure, minor maintenance or other activities, the Public Body shall first provide at least ten (10) working days advance notice to the Railroad Representative. With respect to such entry on to Railroad's property, the Public Body, to the extent permitted by law, agrees to release, defend and indemnify the Railroad from and against any loss, damage, injury, liability, claim, cost or expense incurred by any person including, without limitation, the Public Body's employees, or damage to any property or equipment (collectively the "Loss") that arises from the presence or activities of Public Body's employees on Railroad's property, except to the extent that any Loss is caused by the sole direct negligence of Railroad.
- C. **Flagging.**
- (i) If the Public Body's employees need to enter Railroad's property as provided in Paragraph B above, the Public Body agrees to notify the Railroad Representative at least thirty (30) working days in advance of proposed performance of any work by Public Body 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 Public Body whether a flagman need be present and whether Public Body 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 Public Body for such expenses incurred by Railroad. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Public Body agrees that Public Body is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

- (ii) The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Public Body shall pay on the basis of the new rates and charges.
- (iii) Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Public Body 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, Public Body 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, Public Body will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

- D. **Compliance With Laws.** The Public Body shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The Public Body shall use only such methods as are consistent with safety, both as concerns the Public Body, the Public Body's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Public Body (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by the Public Body 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 Public Body shall reimburse and, to the extent it may lawfully do so, indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The Public Body further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.
- E. **No Interference or Delays.** The Public Body shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.
- F. **Supervision.** The Public Body, at its own expense, shall adequately police and supervise all work to be performed by the Public Body, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the Public Body for safe conduct and adequate policing and supervision of the Project shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's representatives, or by compliance by the Public Body with any requests or recommendations made by such

representatives. If a representative of the Railroad is assigned to the Project, the Public Body will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Railroad's property and operations.

- G. **Suspension of Work.** If at any time the Public Body's engineers or the Vice President-Engineering Services of the Railroad or their respective representatives shall be of the opinion that any work of the Public Body is being or is about to be done or prosecuted without due regard and precaution for safety and security, the Public Body shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.
- H. **Removal of Debris.** The Public Body shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the Public Body at the Public Body's own expense or by the Railroad at the expense of the Public Body. The Public Body shall not cause, suffer or permit any snow to be plowed or cast upon the Railroad's property during snow removal from the Crossing Area.
- I. **Explosives.** The Public Body shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad's Vice President-Engineering Services, which shall not be given if, in the sole discretion of the Railroad's Vice President-Engineering Services, such discharge would be dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the "vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate.
- J. **Excavation.** The Public Body shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The Public Body shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The Public Body, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the Public Body in connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad's Assistant Vice President Engineering-Design to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.
- K. **Drainage.** The Public Body, at the Public Body's own expense, shall provide and maintain suitable facilities for draining the Structure and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The Public Body, at the Public Body's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the Public Body, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Railroad or any part thereof, or property of others. The Public Body shall not obstruct or interfere with existing ditches or drainage facilities.
- L. **Notice.** Before commencing any work, the Public Body shall provide the advance notice that is required under the Contractor's Right of Entry Agreement.
- M. **Fiber Optic Cables.** Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Public Body shall telephone the Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by the Public Body. If it is, Public Body will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

SECTION 7 - INTERIM WARNING DEVICES

If at anytime it is determined by a competent authority, by the Public Body, or by agreement between the parties, that new or improved train activated warning devices should be installed at the Crossing Area, the Public Body shall install adequate

temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the construction or reconstruction of the Structure has been completed.

SECTION 8 - OTHER RAILROADS

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

SECTION 9 - BOOKS AND RECORDS

The books, papers, records and accounts of Railroad, so far as they relate to the items of expense for the materials to be provided by Railroad under this Project, or are associated with the work to be performed by Railroad under this Project, shall be open to inspection and audit at Railroad's offices in Omaha, Nebraska, during normal business hours by the agents and authorized representatives of Public Body for a period of three (3) years following the date of Railroad's last billing sent to Public Body.

SECTION 10 - REMEDIES FOR BREACH OR NONUSE

- A. If the Public Body shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of the Railroad is necessary to place the Structure and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad's employees; and the Public Body will reimburse the Railroad for the expenses thereof.
- B. Nonuse by the Public Body of the Crossing Area for public highway purposes continuing at any time for a period of eighteen (18) months shall, at the option of the Railroad, work a termination of this Agreement and of all rights of the Public Body hereunder.
- C. The Public Body will surrender peaceable possession of the Crossing Area and Structure upon termination of this Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

SECTION 11 - MODIFICATION - ENTIRE AGREEMENT

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the Public Body and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the Public Body shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding between the Public Body and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.

EXHIBIT C

To Public Highway Overpass Crossing
Agreement

Railroad's Material and Force Account Estimate

EXHIBIT D

To Public Highway Overpass Crossing
Agreement

Railroad's Coordination Requirements

EXHIBIT D

TO PUBLIC HIGHWAY GRADE-SEPARATED CROSSING AGREEMENT

RAILROAD COORDINATION REQUIREMENTS

1.01 DEFINITIONS

Agreement:	Agreement that has been signed, or will be signed, between Railroad and Agency/Political Body covering the construction and maintenance of the Project.
Agency:	City of Los Angeles
AREMA:	American Railway Engineering and Maintenance-of-way Association
Contractor:	The contractor or contractors hired by the Agency to perform any project work on any portion of Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.
MUTCD:	Manual on Uniform Traffic Control Devices
Project:	Indian Ave
Railroad:	Union Pacific Railroad Company
Railroad Project Representative:	Railroad's Manager of Industry and Public Projects for this Project (see Section 1.03)
Railroad MTM Representative:	Railroad's Manager of Track Maintenance for this Project (see Section 1.03)
Requirements:	The Railroad Coordination Requirements set forth in this Exhibit.

1.02 DESCRIPTION

This Project includes construction work within Railroad's right-of-way. These Requirements describe coordination with the Railroad when work by the Contractor will be performed upon, over or under the Railroad right-of-way or may impact current or future Railroad operations. The Contractor will coordinate with the Railroad while performing the work outlined in this Agreement and shall afford the same cooperation with the Railroad as it does with the Agency. All submittals and work shall be completed in compliance with these Requirements, Railroad guidelines and requirements, AREMA recommendations and/or as directed by the Railroad Local Representative and/or the Railroad MTM Representative.

1.03 UPRR CONTACTS

The Railroad Project Representative for this project is:

Alex Popovici
MGR. IND. & PUB. PROJ.
631 S. 7th St.
Phoenix, AZ 85034
(602) 290-2438

For Railroad flagging services and track work, contact the following Railroad MTM Representative:

REMY STEFFER
MGR TRACK MNTCE
909-685-2154
cjsmith@up.com

1.04 PLANS / SPECIFICATIONS

The plans and specifications for this Project, affecting the Railroad, are subject to the written approval by the Railroad. Changes in the plans made after the execution of the Agreement and/or the awarding of the Project to the Contractor are subject to the prior review and written approval of the Agency and the Railroad. No construction work shall commence until

final stamped plans and/or changes to final stamped plans have been reviewed and approved by the Railroad in writing. The Railroad's review and approval of the Agency's and/or Contractor's plans in no way relieves the Agency and Contractor from their responsibilities, obligations and/or liabilities under this Agreement, Agency's agreement with the Contractor for the Project and/or in the separate Contractor's Right of Entry Agreement referenced in Section 1.08. Railroad's approval will be given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of Agency's and/or Contractor's plans and that any reliance by the Agency or the Contractor with respect to such plans is at the risk of the Agency and the Contractor.

1.05 UTILITIES AND FIBER OPTICS

- A. All installations shall be constructed in accordance with current AREMA recommendations and Railroad specifications and requirements. Railroad general guidelines and the required application forms for utility installations can be found on the Railroad website at <http://www.uprr.com/reus/pipeline/install.shtml>.
- B. It shall be the responsibility of the Contractor, at its expense, to make arrangements directly with utility companies involving the protection, encasement, reinforcement, relocation, replacement, removing or abandonment in place of non-railroad facilities affected by the Project. Railroad has no obligation to supply additional Railroad property for non-railroad facilities affected by this Project, nor does the Railroad have any obligation to permit non railroad facilities to be abandoned in place or relocated on Railroad's property. Any facility and/or utility that crosses Railroad right of way must be covered under an agreement with the Railroad including, without limitation, any relocations of an existing facility and/or utility.
- C. Any longitudinal fiber optic lines on Railroad right of way shall be treated as Railroad facilities. Project design may need to be altered to accommodate such facilities.
- D. Any fiber optic relocations or protections that are required due to this Project will be at the Agency's expense.

1.06 GENERAL

- A. It is essential that the proposed construction shall be performed without interference to Railroad operations and in compliance with all applicable Railroad and Federal Railroad Administration rules and regulations. The Railroad shall be reimbursed by the Contractor or Agency for train delay costs and lost revenue claims due to any delays or interruption of train operations resulting from the Contractor's construction or other activities.
- B. Track protection is required for all work equipment (including rubber tired equipment) operating within 25 feet from nearest rail. All work shall be designed and executed outside the temporary construction clearance envelope defined in Section 1.12.
- C. The Contractor is also advised that new facilities within the Project may be scheduled to be built by the Railroad and that certain Contractor's activities cannot proceed until that work is complete. The Contractor shall be aware of the limits of responsibilities, allow sufficient time in the schedule for that work to be accomplished and shall coordinate its efforts with the Railroad.

1.07 RAILROAD OPERATIONS

- A. The Contractor shall be advised that trains and/or equipment should be expected on any track, at any time, and in either direction. The Contractor shall communicate with the Railroad MTM Representative to improve the Contractor's understanding of Railroad traffic volume and operation at the Project site. The Contractor's bid shall be structured assuming intermittent track windows as defined in Section 1.07 C
- B. All Railroad tracks within and adjacent to the Project site are to be assumed as active and rail traffic over these facilities shall be maintained throughout the Project. Activities may include both through moves and switching moves to local customers. Railroad traffic and operations can occur continuously throughout the day and night on these tracks and shall be maintained at all times as defined herein. The Contractor shall coordinate and schedule the work so that construction activities do not interfere with Railroad's operations.
- C. Work windows for this Project shall be coordinated with the Agency or Contractor and the Railroad Project Representative and the Railroad MTM Representative. Types of work windows include Conditional Work Windows and Absolute Work Windows, as defined below:

1. **Conditional Work Window:** A period of time in which Railroad's operations have priority over construction activities. When construction activities may occur on and adjacent to the railroad tracks within 25-feet of the nearest track, a Railroad flag person will be required. At the direction of the flag person, upon approach of a train and when trains are present on the tracks, the tracks must be cleared (i.e., no construction equipment, materials or personnel within 25-feet from the nearest active track or as directed by the Railroad MTM Representative). Conditional Work Windows are available for the project subject to Railroad's local operating unit review and approval.
2. **Absolute Work Window:** A period of time in which construction activities are given priority over Railroad's operations. During this time the designated Railroad track(s) will be inactive for train movements and may be fouled by the Contractor. Before the end of an Absolute Work Window, all Railroad tracks and signals must be completely operational for normal train operations. Also, all Railroad, Public Utilities Commission and Federal Railroad Administration requirements, codes and regulations for operational tracks must be complied with. Should the operating tracks and/or signals be affected, the Railroad will perform inspections of the work prior to placing the affected track back into service. Railroad flag persons will be required for construction activities requiring an Absolute Work Window. **Absolute Work Windows will generally not be granted. Any request will require a detailed written explanation for Railroad review and approval.**

1.08 RIGHT OF ENTRY, ADVANCE NOTICE AND WORK STOPPAGES

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

The Contractor shall provide a written confirmation notice to the Railroad MTM Representative at least fifteen (15) days prior to commencing work in connection with the approved work windows when work will be performed within **25 feet of any track center line**. All work shall be performed in accordance with previously approved work plans.

- E. Should a condition arise from, or in connection with, the work which requires immediate and unusual actions to be made to protect operations and property of the Railroad, the Contractor shall undertake such actions. If, in the judgment of the Railroad MTM Representative, such actions are insufficient, the Railroad MTM Representative may require or provide such actions as deemed necessary. In any event, such actions shall be at the Contractor's expense and without cost to the Railroad. The Railroad or Agency have the right to order the Contractor to temporarily cease operations in the event of an emergency or if, in the opinion of the Railroad MTM Representative, the Contractor's operations may inhibit the Railroads

operations. In the event such an order is given, the Contractor shall immediately notify the Agency of the order.

1.09 INSURANCE

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

1.10 RAILROAD SAFETY ORIENTATION

All personnel employed by the Agency, Contractor and all subcontractors must complete the Railroad's course "Orientation for Contractor's Safety" and be registered prior to working on Railroad property. This orientation is available at www.contractororientation.com. This course is required to be completed annually. The preceding training does not apply for longitudinal fiber optic installations.

1.11 COOPERATION

The Railroad shall cooperate with the Contractor in the scheduling of Project work with the understanding that Railroad's train operations at the job site shall have priority over the Contractor's activities.

1.12 CONSTRUCTION CLEARANCES

The Contractor shall abide by the twenty-one (21) foot temporary vertical construction clearance defined in section 4.4.1.1 and twelve (12) foot temporary horizontal construction clearance defined in section 4.4.1.2 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects. It shall be the Contractor's responsibility to obtain such guidelines from the Agency or Railroad.

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

Any proposed variance on the specified minimum clearances due to the Contractor's operations shall be submitted to the Railroad Project Representative through the Agency at least thirty (30) days in advance of the work. No work shall be undertaken until the variance is approved in writing by the Railroad Project Representative.

1.13 SUBMITTALS

- A. Construction submittals and Requests for Information (RFI) shall be submitted per Section 3.5 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects.
- B. The minimum review times, as indicated in tables 3-1 and 3-2 of Section 3.5 of the BNSF and UPRR Guidelines for Railroad Grade Separation Projects, should be anticipated for review of all submittals. Guidelines for Railroad Grade Separation Projects, should be anticipated for review of all submittals. The details of the construction affecting the Railroad tracks and property, not already included in the contract plans, shall be submitted by the Agency to the Railroad Project Representative for the Railroad's review and written approval before such construction is undertaken. The Railroad shall not be liable to Agency, Contractor, and or any other person or entity if the Railroad's review exceeds a four-week review time.
- C. As Built Submittals shall be submitted per Section 3.6 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects.

1.14 MAINTENANCE OF PROPER DRAINAGE AND DAMAGE TO RAILROAD FACILITIES

- A. The Contractor, at its expense, shall be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from the Contractor's operations and to repair and restore any Railroad property, tracks and facilities of Railroad and/or its tenants.

B. The Contractor must submit a proposed method of erosion control and have the method reviewed and approved by the Railroad prior to beginning any grading on the project site. Erosion control methods must comply with all applicable local, state and federal regulations.

1.15 SITE INSPECTIONS BY RAILROAD PROJECT REPRESENTATIVE, RAILROAD MTM REPRESENTATIVE OR RAILROAD'S CONTRACTOR

A. In addition to the office reviews of construction submittals, site observations will be performed by the Railroad Project Representative, Railroad MTM Representative or Railroad's Contractor at significant points during construction per Section 4.11 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects.

B. Site inspections are not limited to the milestone events listed in the guidelines. Site visits to check the progress of work may be performed at any time throughout the construction process as deemed necessary by the Railroad.

C. A detailed construction schedule, including the proposed temporary horizontal and vertical clearances and construction sequence for all work to be performed, shall be provided by the Contractor to the Agency for submittal to the Railroad's Project Representative for review and approval prior to commencement of work. This schedule shall also include the anticipated dates on which the above listed events will occur. This schedule shall be updated for all critical listed events as necessary but at least monthly so that site visits may be scheduled.

1.16 RAILROAD REPRESENTATIVES

A. Railroad representatives, conductors, flag persons or watch persons will be provided by the Railroad at the expense of the Agency or Contractor (as stated elsewhere in these bid documents) to protect Railroad facilities, property and movements of its trains and engines. In general, the Railroad will furnish such personnel or other protective services as follows:

1. When any part of any equipment or object, such as erection or construction activities, is standing or being operated within 25-feet, measured horizontally from centerline, of any track on which trains may operate.
2. For any excavation below the elevation of track subgrade when, in the opinion of the Railroad MTM Representative, the track or other Railroad facilities may be subject to settlement or movement.
3. During any clearing, grubbing, excavation or grading in proximity to Railroad facilities which, in the opinion of the Railroad MTM Representative, may affect Railroad facilities or inhibit operations.
4. During any Contractor's operations when, in the opinion of the Railroad MTM Representative, the Railroad facilities, including, but not limited to, tracks, buildings, signals, wire lines or pipe lines, may be endangered.

B. The Contractor shall arrange with the Railroad Local Representative to provide the adequate number of flag persons to accomplish the work.

1.17 WALKWAYS REQUIRED

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

1.18 COMMUNICATIONS AND SIGNAL LINES

If required, the Railroad, at Agency's expense, will rearrange its communications and signal lines, grade crossing warning devices, train signals, tracks and facilities that are in use and maintained by Railroad forces in connection with its operation. This work by the Railroad will be done by its own forces or by contractors under a continuing contract and may or may not be a part of the work under this contract.

1.19 TRAFFIC CONTROL

The Contractor's operations which control traffic across or around Railroad facilities shall be coordinated with and approved by the Railroad MTM Representative and shall be in compliance with the MUTCD.

1.20 CONSTRUCTION EXCAVATIONS;CALL BEFORE YOU DIG NUMBER

A. The Contractor shall be required to take special precautions and care in connection with excavating and shoring. Excavations for construction of footings, piers, columns, walls or other facilities that require shoring shall comply with requirements of OSHA, AREMA and Railroad "Guidelines for Temporary Shoring".

B. In addition to calling the "811" number and/or the local "one call center", the Contractor shall call the Railroad's "Call Before Your Dig" number at least 48 hours prior to commencing work at 1-800-336-9193 during normal business hours (6:30 a.m. to 8:00 p.m. Central Standard Time, Monday through Friday, except holidays - also a 24 hour, 7 day a week number for emergency calls) to determine location of fiber optics. If a telecommunications system is buried anywhere on or near Railroad property, the Contractor will co-ordinate with the Railroad and the Telecommunication Company(ies) to arrange for relocation or other protection of the system prior to beginning any work on or near Railroad property. The determination of whether fiber optics will be affected by the Project shall be made during the initial design phase of the Project.

C. The Railroad does not allow temporary at grade crossings unless absolutely necessary and there is no alternative route available to contractor to access the project site. Alternative plans should be considered to avoid crossing Railroad tracks at grade.

1.21 RAILROAD FLAGGING

Performance of any work by the Contractor in which person(s) or equipment will be within twenty-five (25) feet of any track, or that any object or equipment extension (such as, but not limited to, a crane boom) will reach within twenty-five (25) feet of any track, require railroad flagging services or other protective measures. The Contractor shall give an advance notice to the Railroad as required in the Contractor's Right of Entry Agreement before commencing any such work, allowing the Railroad to determine the need for flagging or other protective measures which ensure the safety of Railroad's operations, employees and equipment. Contractor shall comply with all other requirements regarding flagging services covered by the Contractor's Right of Entry Agreement. Any costs associated with failure to abide by these requirements will be borne by the Contractor.

The estimated pay rate for each flag person is \$1400.00 per day for a(n) 8-hour work day with time and one-half for overtime, Saturdays, Sundays; double time and one-half for holidays. Flagging rates are set by the Railroad and are subject to change due to, but not limited to, travel time, setup plus, per diem and rest time (if work is required at night).

1.22 CLEANING OF RIGHT-OF-WAY

The Contractor shall, upon completion of the work to be performed within the right-of-way and/or properties of the Railroad and adjacent to its tracks, wire lines and other facilities, promptly remove from the Railroad right-of-way all Contractor's tools, implements and other materials whether brought upon the right-of-way by the Contractor or any subcontractors employee or agent of Contractor or of any subcontractor, and leave the right-of-way in a clean and presentable condition to the satisfaction of the Railroad.

1.23 CONTRACTOR'S RESPONSIBILITY OF SUPERVISION

The Contractor, at its expense, shall adequately supervise all work to be performed by the Contractor. Such responsibility shall not be lessened or otherwise affected by Railroad's approval of plans and specifications, or by the presence at the work site of the Railroad Project Representative, Railroad MTM Representative or any other Railroad representative or Railroad contractor providing inspection services, or by the compliance by the Contractor with any requests or recommendations made by such representatives. The Contractor will give due consideration to suggestions and recommendations made by such representatives for the safety and protection of the Railroad's property and operations.

1.24 USE OF EXPLOSIVES AT PROJECT SITE PROHIBITED

The Contractor's use of explosives at the Project site is expressly prohibited unless authorized in advance in writing by the Railroad Project Representative.

EXHIBIT E

To Public Highway Overpass Crossing
Agreement

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

Folder No.: 2816-73
UPRR Audit No.:

CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2017, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and

_____ (*Name of Contractor*)

a _____ corporation ("Contractor").

RECITALS:

Contractor has been hired by the City of Palm Springs ("City") to reconstruct the existing grade-separated public road crossing for Indian Canyon Drive, (DOT 760705M) at Railroad's Mile Post 588.35 on the Railroad's Yuma Subdivision at or near Palm Springs, Riverside County, California, as such location is in the general location shown on the Railroad Location Print marked **Exhibit A**, attached hereto and hereby made a part hereof, which work is the subject of an agreement dated _____, 2017, between the Railroad and the City.

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"):

Charlie Smith Mgr Track Mntce PO Box ZZ45-050 Pacific Indio, CA 92202 909-685-2154 cjsmith@up.com
--

- 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.: 2816-73*

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 - CROSSINGS; COMPLIANCE WITH MUTCD AND FRA GUIDELINES.

- A. 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.
- B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

ARTICLE 11 - 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)

Danielle Allen
Senior Manager – Real Estate

(Name of Contractor)

By _____

Printed Name: _____

Title: _____

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 ten (10) working days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such ten (10)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this Agreement.
- B. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.
- C. Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

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

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

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

- A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of 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 insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. A binder stating the policy is in place must be submitted to Railroad before the work may be commenced and until the original policy is forwarded to Railroad.

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

F. POLLUTION LIABILITY INSURANCE. Pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least

\$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

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

OTHER REQUIREMENTS

- G.** All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Contractor's liability under the indemnity provisions of this Agreement.
- H.** Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement.
- I.** Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.
- J.** Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.
- K.** All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the work is being performed.
- L.** The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

EXHIBIT D

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

MINIMUM SAFETY REQUIREMENTS

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

I. CLOTHING

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

Specifically, Contractor's employees must wear:

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

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

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

II. PERSONAL PROTECTIVE EQUIPMENT

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

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

III. ON TRACK SAFETY

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

- i. Maintain a distance of twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.

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

IV. EQUIPMENT

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

V. GENERAL SAFETY REQUIREMENTS

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

ATTACHMENT 3

STATE OF CALIFORNIA - THE RESOURCES AGENCY
 DEPARTMENT OF FISH AND GAME
ENVIRONMENTAL FILING FEE CASH RECEIPT

Receipt #: 200900795

State Clearinghouse # (if applicable): 2009071044

Lead Agency: CITY OF PALM SPRINGS

Date: 11/05/2009

County Agency of Filing: Riverside

Document No: 200900795

Project Title: INDIAN CANYON DRIVE & BRIDGE WIDENING

Project Applicant Name: DOKKEN ENGINEERING

Phone Number:

Project Applicant Address: 2365 IRON POINT RD, SUITE 200 FOLSOM, CA 95630-8709

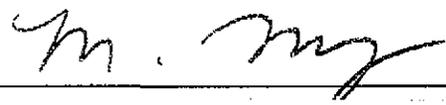
Project Applicant: Private Entity

CHECK APPLICABLE FEES:

- Environmental Impact Report
- Negative Declaration
- Application Fee Water Diversion (State Water Resources Control Board Only)
- Project Subject to Certified Regulatory Programs
- County Administration Fee
 - Project that is exempt from fees (DFG No Effect Determination (Form Attached))
 - Project that is exempt from fees (Notice of Exemption)

	1993.00
	\$64.00
Total Received	2057.00

Signature and title of person receiving payment:



FROM : F&G 2009 00795
 BY : HANEYER
 FISH FISH & GAME
 TOTAL FEE -----> 2057.00
 AMOUNT (CHECK) RECEIVED -----> (2057.00)
 CHANGE -----> 0.00
 1 Check Received
 Check #625723
 *** RECEIPT ***

LARRY M. WARD
 Riverside County
 Clerk and Recorder
 2724 Gateway Drive
 Riverside, CA 92507
 (951) 486-7000
 www.RiversideRCA.com

11/05/2009 ** REPRINT ** 12:22PM
 RECEIPT # 2734467

Notice of Determination

Appendix D

To:

Office of Planning and Research
For U.S. Mail: P.O. Box 3044 Sacramento, CA 95812-3044
Street Address: 1400 Tenth St. Sacramento, CA 95814

County Clerk

County of: Riverside
Address: 2724 Gateway Drive Riverside, CA 92507

From:

Public Agency: City of Palm Springs
Address: 3200 E. Tahquitz Canyon Way Palm Springs, CA 92262
Contact: Marcus Fuller
Phone: (760) 323-8253

Lead Agency (if different from above):

Address:

Contact:

Phone:

FILED RIVERSIDE COUNTY

NOV 05 2009

LARRY W. WARD, CLERK

By M. Meyer Deputy

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

State Clearinghouse Number (if submitted to State Clearinghouse): 2009071044

Project Title: Indian Canyon Drive and Bridge Widening

Project Location (include county): Indian Canyon Drive over UPRR, just south of Interstate 10, Riverside County.

Project Description:

The City of Palm Springs proposes to widen Indian Canyon Drive for a distance of approximately 4,000 feet south of its intersection with Garnet Avenue (south of Interstate 10). The Indian Canyon Drive Bridge, which crosses over the Union Pacific Railroad Tracks, would also be widened. The existing 2 lane road and bridge would be widened to a 6 lane facility.

This is to advise that the City of Palm Springs has approved the above described project on November 4, 2009 and has made the following determinations regarding the above described project.

(Date)

- 1. The project [] will [X] will not have a significant effect on the environment.
2. [] An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
[X] A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures [X] were [] were not made a condition of the approval of the project.
4. A mitigation reporting or monitoring plan [X] was [] was not adopted for this project.
5. A statement of Overriding Considerations [] was [X] was not adopted for this project.
6. Findings [X] were [] were not made pursuant to the provisions of CEQA.

COUNTY CLERK Neg Declaration/Ntc Determination filed per P.R.C. 21152 POSTED

NOV 05 2009

By: Dept County of Riverside, State of California

This is to certify that the final EIR with comments and responses and record of project approval, or the negative Declaration, is available to the General Public at: 3200 E. Tahquitz Canyon Way, Palm Springs, CA 92262

Signature (Public Agency) Marcus Fuller Title Assistant Director of Public Works, Ass. City Engineer

Date Nov. 5, 2009

Date Received for filing at OPR

ATTACHMENT 4

DEPARTMENT OF TRANSPORTATION
 DISTRICT 8
 ENVIRONMENTAL LOCAL ASSISTANCE (MS 1162)
 464 WEST 4TH STREET, 6TH FLOOR
 SAN BERNARDINO, CA 92401
 PHONE (909) 388-1804
 FAX (909) 383-6494
 TTY (909) 383-6300



*Flex your power!
 Be energy efficient!*

September 24, 2009

Mr. Marcus Fuller
 3200 East Tahquitz Canyon Way
 Palm Springs, CA. 92201

File: 08-Riv-Local Assistance

FPN: BRLO 5282 (017)
 STPLN 5282 (016)

Dear Mr. Fuller:

The California Department of Transportation (Caltrans) has prepared the NEPA environmental determination (Categorical Exclusion) for the proposed project in the City of Palm Springs in the County of Riverside consisting of widening the existing Indian Canyon Bridge from 2 to 6 lanes (86' - ultimate width) from UPRR overcrossing (bridge 56C0025) to Garnet Ave. The project will accommodate horizontal and vertical clearance requirements as dictated by CPUC and UPRR during final design.

Caltrans would also like to reiterate the requirements of the NEPA Pilot Program MOU that became effective July 1, 2007. Pursuant to the MOU and Section 6005 of SAFETEA-LU codified at 23 U.S.C. 327(a)(2)(A), effective July 1, 2007 FHWA has assigned, and Caltrans has assumed, all the United States Department of Transportation (USDOT) Secretary's responsibilities under NEPA. The assignment applies to all projects on the State Highway System (SHS) and all Local Assistance Projects off the SHS within the State of California.

- Local Agency or its consultant *must do* formal QC of environmental documents and technical reports paralleling Caltrans standards, to be confirmed by use of "External QC Form" provided to Caltrans. <http://www.dot.ca.gov/ser/forms.htm>
- Local Assistance documents *must use* Annotated Outlines for EAs and EISs
 - Annotated Outlines are effective and efficient tools to ensure all requirements are met and to ensure consistency of terminology and treatment of issues. Agencies may use either the combined CEQA/NEPA outlines, or the NEPA-only outline. <http://www.dot.ca.gov/ser/forms.htm>
 - One Caltrans standard for federal environmental documents is required.
 - If challenged, Caltrans must defend Local Agency documents in federal court; documents that follow standardized formats and procedures are more defensible
- Local Agencies *must send* copies of:

1) Environmental documents, 2) technical reports, 3) summary lists of environmental commitments to be incorporated into PS&E, and 4) permits to Caltrans' DLAE for files to facilitate audits and process reviews. The requirement to have environmental commitments and permits is not new (Local Assistance Procedures Manual Chapters 6, 12, 15, 17), but providing copy to DLAE is now mandated because of the need to provide rapid response to FHWA in process reviews and audits and because FHWA nationally is placing new emphasis on ensuring these commitments are carried out.

If you have any questions regarding the CE, please call Julie Lugaro at (909) 383-1570.

Sincerely,


 Aaron Burton
 Senior Environmental Planner
 Environmental Local Assistance

CATEGORICAL EXEMPTION/ CATEGORICAL EXCLUSION DETERMINATION FORM

08-RIV-Palm Springs **0-Riv** **BRLO 5282 (017) and STPLN 5282 (016)**
 Dist.-Co.-Rte. (or Local Agency) P./M/P.M. E.A. (State project) Federal-Aid Project No. (Local project)/ Proj. No.

PROJECT DESCRIPTION:

(Briefly describe project, purpose, location, limits, right-of-way requirements, and activities involved.)

Enter project description in this box. Use Continuation Sheet, if necessary

The proposed project in the City of Palm Springs in the County of Riverside consists of widening the existing Indian Canyon Bridge from 2 to 6 lanes (86' - ultimate width) from UPRR overcrossing (bridge 56C0025) to Gamet Ave, also construct north and south bridge approaches to improve traffic circulation and safety. The project will accommodate horizontal and vertical clearance requirements as dictated by CPUC and UPRR during final design.

CEQA COMPLIANCE (for State Projects only)

Based on an examination of this proposal, supporting information, and the following statements (See 14 CCR 15300 et seq.):

- If this project falls within exempt class 3, 4, 5, 6 or 11, it does not impact an environmental resource of hazardous or critical concern where designated, precisely mapped and officially adopted pursuant to law.
- There will not be a significant cumulative effect by this project and successive projects of the same type in the same place, over time.
- There is not a reasonable possibility that the project will have a significant effect on the environment due to unusual circumstances.
- This project does not damage a scenic resource within an officially designated state scenic highway.
- This project is not located on a site included on any list compiled pursuant to Govt. Code § 65962.5 ("Cortese List").
- This project does not cause a substantial adverse change in the significance of a historical resource.

CALTRANS CEQA DETERMINATION (Check one)

Exempt by Statute. (PRC 21080[b]; 14 CCR 15260 et seq.)

Based on an examination of this proposal, supporting information, and the above statements, the project is:

Categorically Exempt. Class _____. (PRC 21084; 14 CCR 15300 et seq.)

Categorically Exempt. General Rule exemption. [This project does not fall within an exempt class, but it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment (CCR 15061[b][3])]

N/A	N/A
Print Name: Environmental Branch Chief	Print Name: Project Manager/DLA Engineer
N/A	N/A
Signature	Signature
Date	Date

NEPA COMPLIANCE

In accordance with 23 CFR 771.117, and based on an examination of this proposal and supporting information, the State has determined that this project:

- does not individually or cumulatively have a significant impact on the environment as defined by NEPA and is excluded from the requirements to prepare an Environmental Assessment (EA) or Environmental Impact Statement (EIS), and
- has considered unusual circumstances pursuant to 23 CFR 771.117(b)
<http://www.fhwa.dot.gov/hep/23cfr771.htm> - sec.771.117).

In non-attainment or maintenance areas for Federal air quality standards, the project is either exempt from all conformity requirements, or conformity analysis has been completed pursuant to 42 USC 7506(c) and 40 CFR 93.

CALTRANS NEPA DETERMINATION (Check one)

Section 6004: The State has been assigned, and hereby certifies that it has carried out, the responsibility to make this determination pursuant to Chapter 3 of Title 23, United States Code, Section 326 and a Memorandum of Understanding (MOU) dated June 7, 2007, executed between the FHWA and the State. The State has determined that the project is a Categorical Exclusion under:

- 23 CFR 771.117(c): activity (c)
- 23 CFR 771.117(d): activity (d)
- Activity listed in the MOU between FHWA and the State

Section 6005: Based on an examination of this proposal and supporting information, the State has determined that the project is a CE under Section 6005 of 23 U.S.C. 327.

<i>[Signature]</i>	JOAN PAGANO
Print Name: Environmental Branch Chief	Print Name: Project Manager/DLA Engineer
<i>[Signature]</i>	<i>[Signature]</i>
Signature	Signature
Date	Date

Briefly list environmental commitments on continuation sheet. Reference additional information, as appropriate (e.g., air quality studies, documentation of conformity exemption, FHWA conformity determination if Section 6005 project, §106 commitments; §4(f); §7 results; Wetlands Finding; Floodplain Finding; additional studies; and design conditions). **Revised September 15, 2008**

CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION FORM
Continuation Sheet

08-RIV-Palm Springs

Dist.-Co.-Rte. (or Local Agency)

0-Riv

P./M.P./M.

E.A. (State project)

BRLO 5282 (017) and STPLN 5282 (016)

Federal-Aid Project No. (Local project)/ Proj. No.

Continued from page 1:

Project Components

- Widen Indian Canyon Drive from 2 lanes to 6 lanes from UPRR overcrossing (bridge 56C0025) to Garnet Ave
- Construct north and south bridge approaches to improve traffic circulation and safety.
- The project will accommodate horizontal and vertical clearance requirements as dictated by CPUC and UPRR during final design.
- PES form signed July 9, 2002

Technical Study Results

Noise

- Noise Analysis was approved on February 24, 2003

Water Quality

- For project areas exceeding 0.4 hectare (1 acre), NPDES guidelines necessitate the development of a SWPPP by the contractor prior to construction to establish project-specific permanent and temporary BMPs. During the design phase, a Water Pollution Control Plan would be prepared to determine the minimum control requirements to be included in the SWPPP.
- BMPs include any facilities and methods used to remove, reduce, or prevent storm water runoff pollutants from entering receiving waters. Implementation of BMP goals may involve providing bioswales to reduce downstream pollutant concentrations, informing the public about runoff concerns to lessen impacts on receiving waters, and minimizing cuts and fills to curtail erosion.
- Erosion control methods, temporary and permanent BMPs, and improvement of drainage facilities along the roadway would minimize impacts from storm water runoff. The SWPPP and NPDES-compliant measures would ensure no adverse impacts would occur to water quality associated with the Build Alternative (Locally Preferred).

Floodplain

- The Location Hydraulic Study and the Summary Floodplain Encroachment Report found that the project was assessed as a low level of risk to the floodplain and Caltrans approved of the study August 20, 2009.

Natural Environment Study

- Appended Biological Opinion was signed on October 11, 2007
- Biological Assessment dated August 2006
- Avoidance, Minimization, and/or Mitigation Measures:
- The Programmatic Biological Opinion (USFWS 2005) and appended PBO with conservation measures (October 11, 2007) shall be followed.

Invasive Species

- Minimization measures for effects on invasive species would be implemented to comply with regulations under the California Department of Fish and Game.
- All construction equipment should be cleaned prior to movement to the construction site.
- Only weed-free mulches and erosion control mixes should be included in specification.
- Only appropriate native plants should be included in project landscaping.
- No topsoil should be imported.
- A weed eradication program should be implemented over the first year after construction.

Conservation Measures (Appended PBO, October 11, 2007)

Caltrans and the City proposed the following measures as part of the proposed action to avoid and minimize adverse effects for listed species:

1. Conservation measures 1 through 20 of the PBO shall be implemented by the Caltrans/City for the appended Project with the possible exception of PBO #4. If loose sand is to be removed from the

CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION FORM
Continuation Sheet

Project site and deposited on the Preserve in accordance with the existing agreement between CVWD and the City, then PBO conservation measure #14 would be null.

2. Approximately 14.2 acres (7.1 acres at a 2:1 ratio or 14.2 acres) of suitable habitats for the Coachella Valley milk-vetch and Coachella Valley fringe-toed lizards shall be preserved in an established conservation area near the action area as agreed to on Page 5 of the Appended BO for the Tiered Date Palm Drive Interchange Project (1-6-05-P-3282, EA 455900). Prior to construction, the Coachella Valley Association of Governments (CVAG), acting on behalf of Caltrans, has committed to the purchase and establishment of a conservation area, the finalization of a conservation agreement, and the establishment of an endowment fund for the management of the conservation area in perpetuity. The 26.34 acres (Table 1) of conservation habitat, required to offset the indirect impacts for this proposed Project, was previously purchased and accounted for as identified in the Appended BO for the Tiered Indian Avenue Interchange Project (1-6-05-P-3282).
3. The 14.2 acres (Table 1) of sandy habitat suitable for the fringe-toed lizard and milkvetch shall be purchased prior to the commencement of construction activities (including brush clearing and grading) associated with the Project.
4. Sand removed from the project footprint shall be deposited in accordance with an agreement between the City and CVWD. The Service shall approve the removal of sand and the deposition area prior to pickup, transportation and deposition of sand. If the quality of loose sand to be removed from the Project site and deposited on the Preserve is not suitable (consisting of rocks, fine sediment, and gravel), then conservation measure #4 would be null and the sand would not be removed to the Preserve.
5. During construction, soils to be impacted shall be watered down to prevent fugitive dust from drifting into adjacent habitat.
6. All construction equipment shall be cleaned prior to initial movement to the construction site.
7. Caltrans/City shall ensure that the Contractor avoids entering or damaging habitat located outside of the project footprint. The Contractor's operations shall be limited to the immediate project footprint and other designated work areas shown on the plans, except as authorized in writing by the authorized biologist. The Contractor shall avoid killing or injuring any wildlife within the habitat and shall avoid killing or injuring any wildlife that crosses into the work area, except as required for the immediate safety of project personnel. The Contractor shall notify the authorized biologist of any wildlife killed or injured by construction activities or the contractor's employees in the course of work.

Native plants located inside the habitat, that are not shown on the plans to be removed, and that are injured or damaged by reason of the Contractor's operations, shall be replaced by the Contractor in accordance with Section 7 1.11 "Preservation of Property" of the Standard Specifications.

8. The Contractor shall retain, and have available, the services of an authorized biologist who will perform the duties of the biological monitor. The monitor is required to provide a pre-construction survey of the project site and any associated staging areas, provide employee training, monitor the temporary silt/wildlife fence installation, perform construction monitoring, and conduct endangered species relocation.

USFWS Conservation Measures (PBO September 23, 2004)

9. All areas outside of the project footprint will be delineated as Environmentally Sensitive Areas (ESAs). All parties in conjunction with this operation will strictly avoid these areas. No construction activities, materials, or equipment will be permitted in the ESAs. These areas must be placed on the design plans and included in the construction contract.

ESAs will be designated by erecting protective fencing delineating the project impact boundary and sensitive habitats. This barrier fencing will be constructed in such a way as to restrict the movement of reptiles into impacted areas. Fencing material can vary; however, it should consist of a cloth-like material that can withstand high winds, sun and heat. This fence should be buried 24-inches below the surface, to prevent terrestrial species from burrowing underneath, and extend above ground at least 24-inches.

CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION FORM
Continuation Sheet

10. An employee education program will be developed. Each employee (including temporary, contractors, and subcontractors) will receive a training/awareness program within two weeks of working on the proposed project. They will be advised of the potential impact to the listed species and the potential penalties for taking such species. At a minimum, the program will include the following topics: occurrence of the listed and sensitive species in the area, their general ecology, sensitivity of the species to human activities, legal protection afforded these species, penalties for violations of Federal and State laws, reporting requirements, and project features designed to reduce the impacts to these species and promote continued successful occupation of the project area environs. Included in this program will be color photos of the listed species, which will be shown to the employees. Following the education program, the photos will be posted in the contractor and resident engineer's office, where they will remain throughout the duration of the project. The contractor, Resident Engineer, and Service-approved biological monitor will be responsible for ensuring that employees are aware of the listed species.
11. The project proponent will designate a Service-approved qualified biologist who will be responsible for overseeing compliance with protective measures for the listed species. The biologist will have the authority to halt all associated project activities that may be in violation of this biological opinion. In such an event, the biologist will contact the Service within 24 hours.
12. Construction work areas will be delineated and marked clearly in the field prior to habitat removal, and the marked boundaries maintained and clearly visible to personnel on foot and by heavy equipment operators. Employees will strictly limit their activities and vehicles to the proposed project areas, staging areas, and routes of travel. The project proponent and/or the biological monitor will contact the Service to verify that the limits of construction have been properly staked and are readily identifiable.
13. A biologist will monitor construction to ensure that vegetation removal, Best Management Practices (BMPs), ESA fencing, and all avoidance and minimization measures are properly constructed and followed.
14. All equipment maintenance, staging, and dispensing of fuel, oil, or any other such activities, will occur in designated upland areas. The designated upland areas will be located in such a manner as to prevent any runoff from entering waters of the United States, including wetlands.
15. Typical erosion control measures, BMPs, in the vicinity of streams will be employed in accordance with the conditions in the 401 Water Quality Certification requirements of the Regional Water Quality Control Board.
16. Use of invasive exotic plant species in landscaped areas adjacent to or near sensitive vegetation communities will be restricted. In compliance with Executive Order 13112, impacted areas will be revegetated with plant species native to desert habitat types and the Coachella Valley, and will avoid the use of species listed in Lists A & B of the California Exotic Pest Plant Council's list of Exotic Pest Plants of Greatest Ecological Concern in California as of October 1999.
17. The seed of Coachella Valley milk-vetch will be collected off of plants from within the boundaries of permanent and temporary impacts from project construction. Seed collection will occur when the seed is past soft dough and prior to being naturally dispersed. The top four inches of soil surrounding the milk-vetch plants to be impacted will be collected and placed in plastic bags. This seed and soil will be distributed at an area consisting of aeolian habitat immediately following collection. The location where seed will be dispersed will be coordinated with the Service prior to collection.
18. All construction equipment will be inspected and cleaned prior to use in the proposed project footprint to minimize the importation of non-native plant material. All mulch, topsoil and seed mixes used during post construction landscaping activities and erosion control BMPs will be free of invasive plant species propagules. A weed abatement program will be implemented should invasive plant species colonize the area within the project footprint post-construction.
19. No off-road vehicle activity from construction personnel or other persons affiliated with the project will occur outside of the project footprint.
20. To reduce attraction of ravens and crows, which may eat fringe-toed lizards, all trash will be placed in raven-proof containers and promptly removed from the site.

CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION FORM
Continuation Sheet

21. No pets or firearms will be permitted inside the project's construction boundaries or other associated work areas.
22. All sand removal and storage activities will be restricted to the project footprint. No maintenance activities will be authorized that extend beyond the boundaries of the project footprint.
23. To the extent possible, no sand removal activities will take place from 1 November – 30 March (to avoid winter dormancy periods for the lizards) or if ambient air temperature exceeds 102 degrees Fahrenheit (the temperature at which lizard activity tends to be reduced).
24. Vehicle speeds on unpaved access roads will be restricted to a maximum of 25 MPH.
25. All culverts, bridges, and associated water passage structures will be maintained such that water and sediment may pass between upstream and downstream locations and so as not to block the passage of wildlife.
26. Impacts resulting from this project will be offset by implementing the agreements established in the Conservation Bank Plan Addressing the Direct, Indirect, and Cumulative Effects of Interstate 10 Coachella Valley Interchange Projects (Plan). The Plan assesses potential effects and offsetting measures for the proposed projects. The Plan establishes mitigation ratios at 2:1 for direct impacts of the interchange and associated arterial improvements covered under this Opinion and 1:1 for indirect impacts. Required offsetting measures will be provided through the acquisition of land and the final conservation bank agreement. Caltrans and/or Coachella Valley Association of Governments (CVAG) will set up an endowment fund for the purpose of managing the proposed conservation bank in perpetuity.
27. Prior to beginning construction, CVAG, Caltrans, and FHWA will purchase and establish a conservation bank (Bank), as per the Plan; finalize a conservation bank agreement with the Service and CDFG, and set up the endowment fund for managing the property in perpetuity. Sufficient land will be purchased for the bank prior to start of construction for any given project. CVAG, Caltrans, and FHWA will coordinate with the Service and CDFG to locate and acquire Bank lands. All Bank lands will be approved by the Service and CDFG prior to purchase to ensure that these conservation lands benefit the fringed lizard and milk-vetch. In addition, CVAG or its designee will be the manager of all Bank lands.
28. Geotechnical borings in areas with aeolian sand deposits will include the following measures:
 - a. No cross country-travel and geotechnical borings will take place from 1 November - 30 March (to avoid winter dormancy periods for the lizards) or if ambient air temperature exceeds 102 degrees Fahrenheit (the temperature at which lizard activity tends to be reduced).
 - b. When traveling cross-country, a route will be established and followed that avoids, to the maximum extent practicable, all sand hummocks and dunes.
 - c. The surface area will be returned to the pre-disturbance state. If sand dunes or hummocks were impacted, then the surface sand will be placed in a separate pile and replaced as a dune or hummock.
29. Archaeological surveys in areas with aeolian sand deposits will include the following measures:
 - a. The outer perimeter of all survey areas will be delineated and the area within this perimeter will be calculated and deducted from the Conservation Bank.
 - b. All work including staging, depositing excavated materials, storing equipment, etc, will be conducted within the perimeter of the survey area.

Air

- Air Quality Analysis was approved on January 16, 2003.
- On July 13, 2009, FHWA found that the Conformity Determination for the Indian Canyon Drive and Bridge Widening Project conforms to the State Implementation Plan (SIP) in accordance with 40 C.F.R. Part 93.
- Avoidance, Minimization, and/or Mitigation Measures:
 - Upon development of the project construction details and schedule, the City shall reestimate NOX emissions; and

CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION FORM
Continuation Sheet

- If emissions are forecast to exceed the SCAQMD NOX threshold, the contractor shall use aqueous diesel fuel or one or more pieces of construction equipment with exhaust gas recirculation-type engines as necessary to reduce forecast emissions to less than the threshold limit.
- A Fugitive Dust (PM10) Mitigation Plan shall be prepared in compliance with Ordinance 1439 of the City of Palm Springs Municipal Code and shall be included as part of the construction contract specifications prior to the issuance of a grading permit. The Fugitive Dust Mitigation Plan shall specify steps that will be taken to comply with the City's Fugitive Dust and Erosion Control Ordinance, which restricts fugitive dust emissions. Measures outlined in the plan shall include but not be limited to daily watering of graded areas, washing of equipment tires before leaving the construction site, and use of SCAQMD-approved chemical stabilizers or soil binders.
- The proposed project shall incorporate into the project specifications the applicable provisions of the Final Coachella Valley PM10 SIP and SCAQMD Rule 403 and 403.1, as shown in the air quality technical report.
- The contractor shall discontinue construction activities during first- and second-stage smog alerts.
- When feasible, the contractor shall utilize existing power sources (i.e., temporary power poles) to minimize the use of diesel generators.
- The proposed project shall incorporate into the project specifications the applicable provisions of the Final Coachella Valley PM10 SIP and SCAQMD Rule 403 and 403.1, as shown in the air quality technical report.

Hazardous Waste – ISA

- ISA approved on February 24, 2003
- ISA re-approved September 2009
- ADL approved on February 24, 2003
- All hazardous waste testing should be done during WBS 165, prior to completion of PAED so that any special handling, treatment, or disposal provisions associated with hazardous wastes may be included in construction documents.

Traffic

- Traffic study was approved on June 5, 2007.
- Avoidance, Minimization, and/or Mitigation Measures:
 - Impacts to traffic flow as a result of construction activities could be reduced by developing and implementing a traffic management plan and a construction-phasing plan.

Cultural Resources

- State Historic Preservation Officer (SHPO) concurred with Caltrans' determination that there are no historic properties within the APE on June 11, 2004.

Climate Change

- Avoidance, Minimization, and/or Mitigation Measures:
 - The project would incorporate the use of energy efficient lighting, such as LED traffic signals. LED bulbs — or balls, in the stoplight vernacular — cost \$60 to \$70 apiece but last five to six years, compared to the one-year average lifespan of the incandescent bulbs previously used. The LED balls themselves consume 10 percent of the electricity of traditional lights, which will also help reduce the projects CO2 emissions.
 - Portland cement will be used where possible and if feasible, fly ash will be added to Portland cement mixes. The use of lighter color surfaces such as Portland cement helps to reduce the albedo effect and cool the surface. Adding fly ash reduces the GHG emissions associated with cement production and it also can make the pavement stronger.

CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION FORM
Continuation Sheet

**Indian Canyon Drive Street and Bridge Widening
Mitigation Monitoring Program Checklist**

Mitigation Measure No.	Avoidance, Minimization, and/or Mitigation Measure	Method of Verification	Timing of Verification			Responsible Party Initials	Completed Date	Comments
			Pre-construction	During Construction	Post-construction			
1	<p>AIR QUALITY</p> <p>The following measures would mitigate air quality-related impacts:</p> <p>Grading activities for the bridge construction and the road widening shall occur sequentially, not simultaneously.</p> <p>Minimize land disturbance during construction.</p> <p>Use watering trucks to minimize dust; watering should be sufficient to confine dust plumes to the project work areas.</p> <p>Suspend grading and earth moving when wind gusts exceed 25 miles per hour unless the soil is wet enough to prevent dust plumes.</p> <p>Cover trucks when hauling dirt.</p> <p>Stabilize the surface of dirt piles if not removed immediately.</p> <p>Limit vehicular paths on unpaved surfaces and stabilize any temporary roads.</p> <p>Minimize unnecessary vehicular and machinery activities.</p> <p>Sweep paved streets at least once per day where there is evidence of dirt that has been carried onto the roadway.</p> <p>Revegetate disturbed land, including vehicular paths created during construction, to avoid future off-road vehicular activities.</p> <p>Remove unused material.</p> <p>Discontinue construction activities during first- and second-stage smog alerts.</p> <p>Incorporate into the project specifications the applicable provisions of the Final Coachella Valley PM₁₀ SIP and South Coast Air Quality Management District Rule 403 and 403.1, as shown in the air quality technical report.</p> <p>A Fugitive Dust (PM₁₀) Mitigation Plan shall be prepared in compliance with Ordinance 1439 of the City of Palm Springs Municipal Code and shall be included as part</p>	Place as notes on the project plans	X	X	X	City of Palms Springs, Construction Contractor		Develop air quality measures prior to construction and implement during construction. Monitor during construction.

CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION FORM
Continuation Sheet

Mitigation Measure No.	Avoidance, Minimization, and/or Mitigation Measure	Method of Verification	Timing of Verification			Responsible Party Initials	Completed Date	Comments
			Pre-construction	During Construction	Post-construction			
	of the construction contract specifications prior to the issuance of a grading permit.							
2	<p>The following measure would minimize exposure to diesel particulate emissions:</p> <p>When feasible, replace at least one piece of diesel-operated equipment with a gas-operated piece equipment.</p> <p>When feasible, utilize existing power sources (i.e., temporary power poles) to minimize the use of diesel generators.</p> <p>Locate construction equipment and truck staging and maintenance areas as far as feasible and nominally downwind of schools, active recreation areas, and other areas of high population density.</p>	Place as notes on the project plans	X	X	X	National City, Construction Contractor		Inform construction contractor prior to grading and monitor during construction.
	HYDROLOGY, WATER QUALITY, AND STORM WATER RUNOFF							
3	<p>The following measures shall be implemented to minimize storm water and hydrology-related impacts:</p> <p>A Storm Water Pollution Prevention Plan (SWPPP) shall be prepared to address erosion control and sedimentation issues related to the grading aspect of the project. The SWPPP shall specify and describe the implementation process of all best management practices that will address equipment operation and materials management, prevention of erosion, and prevention of sedimentation. The City Engineer of the City of Palms Springs shall ensure that the SWPPP is properly implemented.</p>	Completed plan	X	X		City Engineer, City of Palms Springs, Construction Contractor		Prepare plan prior to construction. Implement during construction.
	WILDLIFE							
4	<p>The following measure shall be implemented to reduce wildlife impacts:</p> <p>Implementation of the required mitigation measures outlined in the <i>Conservation Plan Addressing the Direct, Indirect, and Cumulative Effects of Interstate 10 Coachella Valley Interchange Projects</i> (Caltrans 2003) regarding impacts to wildlife habitat. These measures include the purchase and conservation of comparable habitat in an established Conservation Bank under the auspices of the Draft Coachella Valley Multi-Species Habitat</p>	Approval by the resource agencies	X	X		City of Palms Springs, Construction Contractor		Prepare plan prior to construction. Implement during construction.

CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION FORM
Continuation Sheet

Mitigation Measure No.	Avoidance, Minimization, and/or Mitigation Measure	Method of Verification	Timing of Verification			Responsible Party Initials	Completed Date	Comments
			Pre-construction	During Construction	Post-construction			
	Conservation Plan (CVMSHCP).							
	THREATENED AND ENDANGERED SPECIES							
5	<p>The following measures shall be implemented to reduce threatened and endangered species impacts:</p> <p>Implementation of the required mitigation measures outlined in the Conservation Plan (Caltrans 2003) regarding threatened and endangered species. Required mitigation shall be met through the replacement of desert sand fields habitat, on a 2:1 basis in the case of direct impacts, and a 1:1 basis in the case of indirect impacts, in an established Conservation Bank under the auspices of the CVMSHCP.</p> <p>All areas outside of the project footprint will be delineated as Environmentally Sensitive Areas with protective fencing.</p> <p>An education program will be developed to advise construction staff of potential impacts to listed species.</p> <p>Biological monitoring will be provided to oversee compliance with protective measures for listed species.</p> <p>Seed of the Coachella Valley milk-vetch will be collected from plants that are within the Area of Effect prior to construction.</p> <p>All equipment will be inspected and cleaned prior to use in the project area to minimize exotic species introductions.</p> <p>To the extent feasible, no sand removal activities will take place from November 1 – March 30 to avoid winter dormancy periods for lizards or if ambient air temperatures exceed 102 degrees Fahrenheit (the temperature at which lizard activity tends to be reduced.</p>	Approval by the resource agencies	X	X		City of Palms Springs, Construction Contractor		Prepare plan prior to construction. Implement during construction.
	CLIMATE CHANGE							
6	To the extent that equipment and technology is available and cost effective, the applicant shall encourage contractors to use alternate fuels, catalyst and filtration technologies, and retrofit existing engines in construction equipment.	Place as notes on the project plans	X	X		City of Palms Springs, Construction Contractor		Before and during construction – Note shall be written on all construction documents for implementation during

CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION FORM
Continuation Sheet

Mitigation Measure No.	Avoidance, Minimization, and/or Mitigation Measure	Method of Verification	Timing of Verification			Responsible Party Initials	Completed Date	Comments
			Pre-construction	During Construction	Post-construction			
	<p>Minimize idling time to 5 minutes when construction equipment is not in use, unless per engine manufacturer's specifications or for safety reasons more time is required.</p> <p>To the extent practicable, manage operation of heavy-duty equipment to reduce emissions such as maintain heavy-duty earthmoving, stationary and mobile equipment in optimum running conditions which can result in 5% fewer emissions. Properly maintain equipment according to manufacturers' specifications.</p> <p>Use electric equipment when feasible.</p> <p>The project would incorporate the use of energy efficient lighting, such as LED traffic signals. LED bulbs — or balls, in the stoplight vernacular — cost \$60 to \$70 apiece but last five to six years, compared to the one-year average lifespan of the incandescent bulbs previously used. The LED balls themselves consume 10 percent of the electricity of traditional lights, which will also help reduce the projects CO2 emissions.</p> <p>Portland cement will be used where possible and if feasible, fly ash will be added to Portland cement mixes. The use of lighter color surfaces such as Portland cement helps to reduce the albedo effect and cool the surface. Adding fly ash reduces the GHG emissions associated with cement production and it also can make the pavement stronger.</p>						construction.	