ADDENDUM NO. 1

INSTITUTION ROAD
WORK ORDER: H14080
AREA: San Bernardino
ROAD NO.: 438101-010&015

BIDS OPEN 10:00 AM, THURSDAY, MARCH 18, 2021

By Email via ePro System

Amend the Special Provisions as follows:

1. Add The following to section 10-1.01:

Attention is directed to the coordination section of these special provisions. All actions and efforts should be scheduled and coordinated in order to construct the project within the window given.

2. Replace Section 10-1.03 Water Pollution Control Program (WPCP) with the following:

10-1.03 WATER POLLUTION CONTROL PROGRAM (WPCP)

Water Pollution Control work shall conform to the provisions in Section 13-2, "Water Pollution Control Program," of the Standard Specifications and these special provisions and the Construction Contractor's Guide and Specifications of the Caltrans Storm Water Quality Handbook (Handbook) and addenda thereto issued up to and including the date of advertisement of the project. The Handbooks may also be downloaded from the Storm Water Quality Manuals and Handbooks website at the following web site: http://www.dot.ca.gov/hq/construc/stormwater/manuals.htm

The Water Pollution Control Program template can be downloaded from the following web site: http://www.dot.ca.gov/hq/construc/stormwater/

When applicable, areas where pollutant discharge must be eliminated shall include, but not be limited to, spoil and stockpile areas, all staging areas, and pulverized areas created in connection with work under this contract, whether or not said areas are within the delineated project limits.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in developing, preparing, obtaining approval of, revising, amending, implementation and removal of the WPCP as specified in the Standard Specifications, the Handbook, and these special provisions, shall be included in the **various contract items of work** and no additional compensation will be allowed therefor.

3. Add The following to section 10-1.01:

Prior to all work other than traffic control to close the road, Silt Fence (as specified elsewhere in these special provisions) will be placed along the edge of pavement. At no time during the project are vehicles or equipment allowed to leave the pavement between for any reason east of Verdemont Ranch Road. Incidental foot traffic will be allowed on the dirt shoulders, but only as is necessary for construction and safety, and shall at all time protect the native plants and wildlife.

The project has been classified as maintenance with no impact to the dirt shoulders. The silt fence shall be placed to assist in preventing debris from leaving the paved roadway during construction, but does not excuse the contractor from taking all necessary precautions to preserver the natural habit of plants and wildlife existing up to the edge of pavement. Responsibility for any violations of these conditions by the contractor, intentionally or unintentionally, and related consequences, including fines, fees, or other financial obligations shall be borne strictly by the contractor alone.

Addendum No. 1 Institution Road H14080 March 3, 2021 Page 2 of 5

4. Replace Section 10-1.16 SILT FENCE with the following:

10-1.16 SILT FENCE

This work, Silt Fence, shall consist of installing, maintaining and removing temporary silt fence.

Materials and layout of joints shall conform to CASQA Std. SE-1 Silt Fence details found amongst the green pages in these special provisions. Fence fabric shall be laid on the shoulder and not placed in a trench.

Incidental foot traffic on the dirt shoulder during the silt fence work shall not disturb any plant growth. No equipment or vehicle traffic shall be allowed on the dirt shoulder at any time.

Installation

Silt Fence shall be installed as follows:

- A. Temporary Silt Fence shall be constructed prior to any milling and overlay work.
- B. The exact location for the Silt Fence will be determined by the Engineer.
- C. Posts shall be spaced at a maximum 8 feet on center and shall at all times support the barrier in a vertical upright position.
- D. Fence fabric will be laid on the shoulder as to not disturb the shoulder. No digging shall occur within the shoulder.
- E. Periodic sand bags may be required to keep the fencing in place due to wind conditions, and shall be considered included in the costs for Silt Fence.

Maintenance

Any portion of the temporary fence that is damaged during the progress of the work shall be repaired or replaced by the Contractor the same day the damage occurred, at no additional cost to the County.

Portions of the silt fencing may be relocated as the project progresses, specifically around the driveways, roadway intersections or at any locations approved by the Engineer, fencing shall extend no less than 30ft past the end of active construction areas.

Removal

Immediately after the mill and overlay operation and prior to opening the road for any traffic, the temporary silt fence shall be removed and disposed of. All debris between the fences shall be removed prior to removal of the fence, and no debris shall be allowed on the dirt shoulder at any time.

The removed fence shall become the property of the Contractor and shall be disposed of outside the highway right of way in accordance with the provisions in Section 14-10, "Solid Waste Disposal and Recycling", and Section 14-11, "Hazardous Waste and Contamination" of the Standard Specifications.

Nothing in these special provisions shall be construed as relieving the Contractor from its responsibility as provided in Section 7-1.09, "Public Safety," of the Standard Specifications.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing, maintaining, removing, relocating, replacing or repairing silt fence, complete in place, as specified in these Special Provisions, and as directed by the Engineer shall be considered as included in the price per linear foot for **Silt Fence** and no additional payment will be allowed therefor.

5. Replace Section 10-1.17 PAINT TRAFFIC STRIPES AND PAVEMENT MARKINGS with the following:

10-1.17 PAINT TRAFFIC STRIPES AND PAVEMENT MARKINGS

Materials and application for painted traffic stripes (traffic lines) and pavement markings shall conform to the provisions of paint traffic stripes in Section 84-2, "Traffic Stripes and Pavement Markings," of the Standard Specifications.

Traffic stripes and pavement markings shall be white or yellow to match the color of the existing stripes and markings as shown on the plans and/or as determined by the Engineer.

The contract prices paid per linear foot for Paint 6" Traffic Stripe (2-Coat), Paint 8" Traffic Stripe (2-Coat), and Paint 6" Double Yellow Traffic Stripe (2-Coat) and per square foot for Paint Pavement Marking (2-Coat) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in applying paint stripes and pavement markings, complete in place, including establishing alignment for stripes and layout work, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

6. Replace Section 10-1.18 PAVEMENT MARKERS with the following:

10-1.18 PAVEMENT MARKERS

Pavement markers shall conform to the provisions in Section 81-3, "Pavement Markers," of the Standard Specifications and these Special Provisions.

Retroreflective pavement markers shall be recessed as shown on Standard Plan A20D.

The Contractor shall install Type D two way yellow and Type G one-way clear retroreflective recessed pavement markers as specified on plans.

Full compensation for furnishing and placing recessed pavement markers shall be considered as included in the contract prices paid for **Pavement Marker (Recessed - Retroreflective - Type D and G)** and no additional compensation will be allowed therefor.

7. Add the following paragraph to section **10-1.20** as follows:

The Department has coordinated a construction window with the entities listed below allowing for complete closure of the road for the time period of <u>July 12-July 23, 2021</u>. This time period shall be used for placement of silt fence, milling, paving, placement of temporary traffic control, and removal of silt fence. Striping and signage work may be completed outside of this window, if the work does not impact the shoulder or require further closure of the road. If for any reason work is not completed within this provided window the contractor will be responsible for coordinating with the entities below to complete the construction.

8. Add the following entities to the table within section **10-1.20** as follows:

Contact Names	Phone Numbers/ Email Address/ Website	Title and Trade	Comments
Union Pacific Rail Road			
Juan Moreno	626 536 1233	Manager of Track Maintenance	
San Bernardino County Sheriff Department			
	Glen Helen Rehabilitation Center		Specific Contact information to be
	Frank Bland Regional Training Center		provided at Pre-Con Meeting

Addendum No. 1 Institution Road H14080 March 3, 2021 Page 4 of 5

9. Add Section 10-1.21 as follows:

10-1.21 ROADSIDE SIGN

Roadside signs shall be installed at the locations shown on the plans or where directed by the Engineer, and shall conform to the provisions in Section 56-2, "Roadside Signs," of the Standard Specifications and these Special Provisions.

The fifth paragraph of Section 56-2.04, "Sign Panel Installation," of the Standard Specifications is superseded by the following:

Sign panels, blind rivets and closure inserts shall be furnished by the Contractor.

Metal posts shall be furnished and installed as shown on California 2014 MUTCD Figure 2A-2(CA) and County Std. Dwg. 303b (with the exception of post for street name markers). Anchor sleeves shall be driven into the ground to the depth shown on the aforementioned Std. Dwg. Driving equipment that damages the anchor sleeves shall not be used.

Roadside signs shall conform to the latest Uniform Sign Chart of the State of California Department of Transportation.

The contract unit price paid for **Roadside Sign** shall include full compensation for furnishing all labor, materials (including metal posts) tools, equipment and incidentals, and for doing all work involved in furnishing and installing roadside signs, complete in place, including the installation of sign panels, as shown on the plans and as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10. Add Section 10-1.22 as follows:

10-1.22 MARKERS AND DELINEATORS

Markers and Delineators shall conform to the provisions in Section 82, "Markers and Delineators," of the Standard Specifications and these special provisions.

Markers and Delineators on flexible posts shall be as specified in "Prequalified and Tested Signing and Delineation Materials," elsewhere in these special provisions. Flexible posts shall be made from a flexible white plastic which shall be resistant to impact, ultraviolet light, ozone and hydrocarbons. Flexible posts shall resist stiffening with age and shall be free of burns, discoloration, contamination, and other objectionable marks or defects, which affect appearance or serviceability.

Reflective sheeting for metal and flexible target plates shall be Type VII reflective sheet as specified in "Prequalified and Tested Signing and Delineation Materials," elsewhere in these special provisions.

The contract unit price paid for **Object Marker (Type L-1 (CA) (OM2-2V)** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in furnishing and installing Object Marker, complete in place, as shown on the plans and as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

11. Add Section 10-1.23 as follows:

10-1.23 UNION PACIFIC RAILROAD COMPANY (UPRR)

This section relates to maintenance work under the grade separated underpass of UPRR right of way. The maintenance work to be performed was accepted by UPRR by virtue of Consent Letter to the County of San Bernardino per Consent Letter found elsewhere in these Special Provisions.

The Contractor shall comply and execute the Contractor Endorsement prior to any maintenance work. At no expense to the County, it is the Contractor's responsibility to pay for the

Addendum No. 1 Institution Road H14080 March 3, 2021 Page 5 of 5

administrative fee. No work will be allowed within the UPRR right of way without the fully executed Contractor's Endorsement. A copy of said Contractor Endorsement is found elsewhere in these Special Provisions.

The Contractor shall notify Juan Moreno at (626) 536-1233 – UPRR Representative at least 2 weeks in advance prior to performing the work.

Full compensation for complying with the requirements of UPRR, with respect to operations under their respective jurisdiction, shall be considered as included in the prices paid for the **various contract items of work** and no additional compensation will be allowed therefor.

Add the Union Pacific Contractor Endorsement and attachments to the Brown Pages of the Special Provisions.

Replace plan pages 1-9 with the attached sheets.

Replace proposal page P-3 with the attached sheet.

The addition of these requirements shall be considered in concert with existing documents in preparation of bids. THE BIDDER'S CERTIFICATION FOR THIS ADDENDUM NO. 1 SHALL BE SIGNED BY THE SAME PERSON WHO SIGNS THE PROPOSAL AND SHALL BE SUBMITTED WITH THE PROPOSAL. ANY proposal not accompanied by a signed BIDDER'S CERTIFICATION (below) acknowledging receipt of this Addendum No. 1 will NOT be accepted.

BRENDON BIGGS, Interim Director Department of Public Works

By:

Andy Silao, P.E., Chief Contracts Division

Andy Silas

AS:mb

BIDDER'S CERTIFICATION:

By my signature hereunder, I acknowledge receipt of Addendum No. 1 and I fully understand the intent and detail of Addendum No. 1, which I have considered in my preparation of the attached proposal.

Bidder's Signature

Date

Note: The page containing the executed BIDDER'S CERTIFICATION (just this page), must be included with the proposal.

CONSENT LETTER



Date: 2-24-21 Folder 3265-00

DOT# 747021J MP: 483.15 Sub/Ld: Mojave

San Bernardino County ELOY RUVALCABA 825 EAST THIRD STREET, ROOM 145 SAN BERNARDINO, CA 92399

Dear Sir/Madam:

It is San Bernardino County's ("Public Entity") intention to perform simple maintenance work which may include: remilling and repaving of the roadway and or existing sidewalks and concrete repair; restriping and repainting of the roadway under the grade-separated underpass ("Work") at the location noted above. This letter serves as an acceptance by Union Pacific Railroad Company ("Railroad") of the proposed Work to be performed.

If a contractor is to do any of the Work on Railroad's property then the Public Entity shall require its contractor to execute and return the attached contractor endorsement ("Contractor Endorsement"). Under no circumstances will Public Entity's contractor be allowed on Railroad's property without first executing the Contractor Endorsement.

This Consent Letter shall be valid for one year or until the Work is complete or this Consent Letter is revoked by Railroad.

For safety reasons, the Public Entity and/or its contractor are required to notify the Railroad's Representative(s) ("Railroad Representative"), as noted below, at least 48-hours in advance prior to performing the Work described above.

MIPP: Ellis Mays (402) 427 - 4231

Telecommunications ("Call Before You Dig"): 1-800-336-9193

Regards,

Sr. Mgr. Public Projects - Real Estate

CONTRACTOR ENDORSEMENT

	Date:	Folder 3265-00	
	DOT# 747021J	MP: 483.15 Sub/Ld: Mojave	
	K DESCRIPTION ("Work") de	n Pacific Railroad Company's ("Railroad' escribed in Consent Letter dated the day's") whose addre	y of,
		(hereinafter "Co	
~ ~	and Provisions, including the mi	ply with and be bound by the Contractor E nimum safety standards, and insurance rec	
		om/real_estate/index.htm	
https://ww		aste the following into browser: estate/documents/up-pdf nativedocs/re cont endorse	ement.pdf
B. Upon r	equest, all insurance documentation	on shall be provided to Railroad.	
the Work, the provided in the	Contractor agrees to contact th	buried on the Railroad's property. Prior to be Railroad's Telecommunications Operate to determine if any fiber optic cable is le the Work is to be performed.	ion Center as
D. The Co		tice to railroad representative ("Railroad	
	MTM: Joe Lupercio (909) 3	71 - 9736	
Contractor End		nt shall commence on the date of the exe year or until such time as Contractor has , unless sooner terminated.	
		executing below and submitting with the \$ ber indicated to the following address:	1,025.00
)		
		(Name of Contractor) By	
		Name:	
		Address	
		Email:	
		Date:	

CONTRACTOR ENDORSEMENT

GENERAL TERMS AND PROVISIONS

SECTION 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. For purposes of clarity, Contractor agrees that any CIC (defined below) hired by Contractor is a subcontractor of Contractor and therefore included in the defined term Contractor pursuant to the foregoing sentence.

SECTION 2. ALL EXPENSES TO BE BORNE BY CONTRACTOR; SUPERVISION.

- A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor (including without limitation any CIC), or any costs or expenses incurred by Railroad relating to this agreement.
- B. 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 15. 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.

SECTION 3. TERM; TERMINATION.

- A. These general terms and provisions shall remain in effect for the term as stated in the Contractor Endorsement. 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 twenty four (24) hours written notice to the other party.

SECTION 4. <u>INSURANCE</u>.

- A. Contractor will, upon request, provide Railroad with the (i) insurance binders, policies, certificates and endorsements set forth in **Exhibit A** of this agreement, and (ii) the insurance endorsements obtained by each subcontractor as required under SECTION 21 of this agreement.
- B. Upon request, all insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

Union Pacific Railroad Company Attn: Public Projects Manager 1400 Douglas Street, STOP 1690 Omaha, NE 68179

SECTION 5. PRECONSTRUCTION MEETING.

If the work to be performed by the Contractor will involve the Railroad providing any flagging protection (or if a CIC is approved to provide flagging protection pursuant to the terms set forth herein) and/or there is separate work to be performed by the Railroad, the Contractor confirms that no work shall commence until the Railroad and Contractor

participate in a preconstruction meeting involving flagging procedures and coordination of work activities of the Contractor and the Railroad (and any CIC, as applicable.)

SECTION 6. <u>DISMISSAL OF CONTRACTOR'S EMPLOYEE</u>.

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.

SECTION 7. 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.

SECTION 8. <u>EXPLOSIVES</u>.

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

SECTION 9. NOTICE OF COMMENCEMENT OF WORK - RAILROAD FLAGGING - PRIVATE FLAGGING.

- A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its work and at least thirty (30) working days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track.
- B. 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 approved flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures.
- C. Contractor shall be permitted to hire a private contractor to perform flagging or other special protective or safety measures (such private contractor being commonly known in the railroad industry as a contractor-in-charge ("CIC")) in lieu of Railroad providing such services or in concert with Railroad providing such services, subject to prior written approval by Railroad, which approval shall be in Railroad's sole and absolute discretion. If Railroad agrees to permit Contractor to utilize a CIC pursuant to the preceding sentence, Contractor shall obtain Railroad's prior approval in writing for each of the following items, as determined in all respects in Railroad's sole and absolute discretion: (i) the identity of the third-party performing the role of CIC; (ii) the scope of the services to be performed for the project by the approved CIC; and (iii) any other terms and conditions governing such services to be provided by the CIC. If flagging or other special protective or safety measures are performed by an approved CIC, Contractor shall be solely responsible for (and shall timely pay such CIC for) its services. Railroad reserves the right to rescind any approval pursuant to this Subsection C., in whole or in part, at any time, as determined in Railroad's sole and absolute discretion.
- D. If any flagging or other special protective or safety measures are performed by employees of Railroad and/or any contractor of 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.

- E. If any flagging or other special protective or safety measures are performed by Railroad or a CIC, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this agreement.
- The provisions set forth in this subsection are only applicable for Flagging Services performed by employees of Railroad: the rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eighthour 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. If flagging is performed by Railroad, reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

SECTION 10. <u>LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.</u>

- A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.
- B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

SECTION 11. 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 12. 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 13. 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 14. 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 15. 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 B**, 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 B** 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 16. 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 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 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. 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 SHALL SURVIVE THE COMPLETION OF ANY WORK PERFORMED BY CONTRACTOR OR THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. IN NO EVENT SHALL THIS SECTION 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 17. 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 18. 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 19. 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 20. ASSIGNMENT.

Contractor shall not assign or subcontract this agreement, or any interest therein, without the written consent of the Railroad.

SECTION 21. SUBCONTRACTING.

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" on the subcontractor's Commercial General Liability policy and Umbrella or Excess policies (if applicable) 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 10, and CG 20 37 (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 A

TO GENERAL TERMS AND CONDITIONS OF THE CONTRACTOR'S ENDORSEMENT

INSURANCE PROVISIONS FOR CONTRACTOR ENDORSEMENT

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. <u>Commercial General Liability</u> 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.** <u>Business Automobile Coverage</u> 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. <u>Workers' Compensation and Employers' Liability</u> 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, upon request, 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.

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

- **E.** <u>Umbrella or Excess</u> insurance. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.
- **F.** Pollution Liability insurance. Pollution liability coverage must be included when the scope of the work as defined in the agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

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

If the scope of work as defined in this agreement includes the disposal of any hazardous or non-hazardous materials from the job site, upon request, 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 business automobile, worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall not be limited by Contractor's liability under the indemnity provisions of this agreement. BOTH CONTRACTOR AND RAILROAD EXPECT THAT UNION PACIFIC RAILROAD COMPANY WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORMS CG 20 10 AND CG 20 37.
- **H.** Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.
- 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 for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Contractor required in this agreement where prohibited by law. This waiver must be stated on the certificate of insurance.
- **J.** Upon request, 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 B

TO GENERAL TERMS AND CONDITIONS OF THE CONTRACTOR'S ENDORSEMENT

MINIMUM SAFETY REQUIREMENTS

https://www.up.com/suppliers/contractor-safety/index.htm



UNION PACIFIC RAILROAD COMPANY

Contractor Minimum Safety Requirements

Contents

POLICY STATEMENT and INTRODUCTION	2
SECTION 1: GENERAL SAFETY REQUIREMENTS	3
SECTION 2: CORE RESPONSIBILITIES	3
SECTION 3: VEHICLE OPERATIONS	8
SECTION 4: TRACK AND PROPERTY SAFETY	10
SECTION 5: CRITICAL RULES	12
SECTION 6: TRAINING AND COMPLIANCE WITH 49 C.F.R. §243	13
SECTION 7: INFORMATION SECURITY & COMPANY PROPERTY	13
SECTION 8: AUDIT	13

Last update January 20, 2017

POLICY STATEMENT and INTRODUCTION

It is Union Pacific Railroad's policy to conduct its business in a manner that addresses the safety of employees, contractors, customers and the communities we serve. Union Pacific will strive to prevent all incidents, accidents, injuries and occupational illnesses through the active participation of all stakeholders. The company is committed to continuous efforts to identify and manage safety risks associated with its activities.

Accordingly, Union Pacific's policy is to:

- Encourage and support:
- Employee engagement in workplace safety;
- A Total Safety Culture;
- Care for employees;

Maintain infrastructure and equipment, establish documented safety management systems, provide training and conduct operations in a manner aimed at safeguarding people and property;

Communicate with employees, contractors, communities and customers with respect to their roles and responsibilities surrounding rail safety.

Comply with all applicable laws, regulations, rules and instructions.

Respond quickly, effectively, and with care to emergencies, accidents, or incidents in cooperation with authorized government agencies;

Undertake appropriate reviews and evaluations of its operations to measure progress, foster compliance with this policy and continually improve.

.....

The term "Contractor", "Contractor-in-Charge" and "Contractor Personnel" as used in this document or other reference materials <u>applies to all non-employees at the work site including contract personnel, third party vendors, subcontractors and others within Railroad work areas owned, leased or used by Union Pacific.</u>

Depending on the type of work and the work location, there are many specific safety regulations, including but not limited to OSHA, FRA, FMCSA requirements, that Union Pacific requires its Contractors to follow. Contractors should also be prepared to comply with all safety requirements found in their agreements to perform work for Union Pacific.

These safety and operational requirements are minimum safety standards required by Union Pacific and are not intended to be inclusive of all safety requirements required by rule, policy or regulation. All contractors, third party vendors and subcontractor operations must meet these standards as they apply to the work being performed under agreements with Union Pacific and are to comply with additional, specific safety requirements called for in connection with the work performed for Union Pacific.

SECTION 1: GENERAL SAFETY REQUIREMENTS

- 1.1 Union Pacific requires its contractors to follow the same safety rules that govern Union Pacific employees. These include, but are not limited to, requirements related to work gear, equipment, and safety conduct, reporting, prohibitions against weapons, drugs & alcohol, and fires.
- **1.2** Railroad management is authorized to take any actions necessary to prevent injuries to any person, damage to railroad property, disruption of railroad operation, and the safety of the public.
- **1.3** The Contractor is responsible for the safety of its personnel, subcontractors, and any vendors or material/delivery drivers working on behalf of the Contractor.
- 1.4 Contractor Personnel must be familiar with and obey all rules, regulations, and instructions applicable to their duties and work location prior to performing work. The Contractor is responsible for training Contractor Personnel to be prepared to work in compliance with all applicable standards and requirements.
- **1.5** Any questions regarding this information should be directed to the Union Pacific manager in charge of the work location.

SECTION 2: CORE RESPONSIBILITIES

2.1 Contractor Personnel are empowered to work safely and must:

- Be responsible for personal safety and accountable for their behavior;
- Correct or protect any unsafe condition or practice and report to proper authority;
- Maintain situational awareness:
- Work within the limits of physical capabilities. Excessive force must not be used to accomplish tasks;
- Comply with instructions pertinent to their work responsibilities.

2.2 Instructions, Rules and Standard Work:

Copies of the current UPRR Safety Rules, General Code of Operating Practices, standard work, sitespecific directives can be obtained from the UPRR manager in charge of each work location. Any questions or concerns should be addressed to the UPRR manager in charge of each work location.

Contractors who have access to Union Pacific's internal website may access timetables, subdivision general orders, and system general orders by selecting **Departments**, then select **Operations Support**. Next select **UP Rule Books**, and then click on the desired link from the **Electronic Rules**, **Bulletins and Timetable (ERT)** page.

2.3 Identification and Permission to Enter Work Site:

- All Contractor Personnel must have a valid contractor badge and/or an eRailsafe Badge where applicable or readily show identification showing employment with the Contractor.
- Contractor Personnel must conduct themselves in a safe manner that does not expose
 Union Pacific, themselves or any other person to risk of property damage and /or personal
 injury. This includes compliance with all Union Pacific rules related to working on or around
 tracks and equipment.
- Permission granted to enter upon Union Pacific premises will be used solely in connection with an authorized purpose and will terminate once that purpose is accomplished.

2.4 Job Briefings:

Must be conducted with all individuals involved in the task before work begins and if the work plan or work group changes.

The job briefing must:

- Consider existing and potential hazards that might be involved as a result of:
 - ✓ Weather.
 - ✓ Scope of work; and
 - ✓ Tools and equipment.
- Identify PPE requirements.
- Review electronic device use restrictions.
- Assign responsibility.
- Explain group / individual assignments, while considering abilities and experience.
- Be aware of work groups and equipment in work area.
- Identify job location.
- Verify understanding of instructions and assignments.

For complex jobs:

- Brief only a portion of the job, and
- Conduct additional briefing(s) as the job progresses.

2.5 Personal Protective Equipment and Proper Attire:

Protective Equipment (PPE) used on duty must:

- Be approved by the Safety Department;
- Only be used as intended;
- Be used where conditions of the job require and in accordance with rules; instructions, or directions from supervisor:
- Not be altered or used if altered.

Anyone entering designated areas or working near others wearing PPE must also wear the required PPE. Keep all PPE issued in good condition, properly fitted, and replace as required in order to maintain the intended protection.

Wear clothing that allows the person to perform duties safely and efficiently. Contractors must wear PPE high visible outerwear color defined by the employing Union Pacific department.

Clothing must not:

- Interfere with vision, hearing and free use of hands and/or feet;
- Block peripheral vision. When hooded sweatshirts and/or coats or similar type clothing are worn, they must be secured around the face to prevent the blocking of peripheral vision;
- Be torn, baggy, ragged, loose, or worn so that it could snag easily or catch on cars, engines, tools, machinery or other equipment but must allow freedom of movement. This includes neckties or similar clothing.

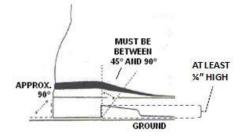
When working outside, Contractor Personnel must wear:

- Pants that cover the legs;
- Shirts with at least quarter-length sleeves that cover the back, shoulders, chest, abdomen and provide protection from sun, insects, abrasions or scratches.

Jewelry that may affect one's safe performance of their duties must not be worn. Hair, including beards, must be worn in a manner to permit safe performance of duties.

While on duty or on company property, employees must wear footwear that meets the following requirements (Rule 71.7):

- Boot height must be a minimum of 6 inches or more when measured from the floor to the topmost part. At no time should the measurement from the floor to any part of the collar be less than 4 1/2 inches.
- Boots must be lace up.
- Have soles that provide good traction, thick enough to withstand punctures, not excessively worn, or have loose soles or heels.
- A defined heel ('Riding heels' are NOT approved) as illustrated below, the back of which is at an approximate right angle from the sole of the shoe and from the ground when standing. The front of the heel must not be at an angle of less than 45 degrees from the sole of the shoe to the ground. Approved snow packs are acceptable. Defined heel means a heel 1/2" deeper than the rest of the sole when new. At no time should that measurement be less than 1/4".



• Footwear as defined by OSHA Standard 1910.136, ANSI Z41.1, ASTM F-2412-11, ASTM F-2413-11 and Standard Class #75 for safety toe footwear must be worn by all employees except TE&Y.

Footwear meeting requirements shown above are not required in:

- · Offices, lunchrooms, and similar areas.
- Automobiles.
- Areas specifically designated by the department head or
- Parking areas when tracks will not be fouled.

2.6 Use of Electronic Devices:

Contractor Personnel shall not use an electronic device while on duty if that use would interfere with the performance of safety-related duties.

The restrictions in 49 CFR §220 and Union Pacific Rules 2.21 and 74.3 regarding electronic device use apply to Contractor Personnel. The rules do not affect the use of railroad radios under FRA regulations.

Contractor Personnel authorized to use work-related electronic devices are prohibited from using such devices when:

- In a red zone or work location where safety sensitive duties are being performed.
 Red Zone is defined as: Anytime an employee is working within an area where there is the potential to be struck by moving equipment, when required to work on under or between equipment, when working with or around machinery or when entering control operator/train dispatcher work stations;
- Operating any equipment;
- Any Contractor Personnel are on the ground fouling the track or on moving or rolling equipment;
- Anyone is assisting in preparation of a train, engine or on-track equipment for movement.
- It is necessary to verbally obtain or release mandatory directives when radio communication is available:
- Fueling a vehicle;
- Standing or walking on a roadway.

Unless required to be powered on for purposes of timely, automated updating or transmission of information, work-related electronic devices must be powered off with any earpiece removed from the ear, and stowed when not in use.

Operators of over the road trucks, passenger vehicles and repair type vehicles are permitted to use cell phones only when a hands free device is used along with voice activated or speed dialing or when parked in designated parking areas. The use of a cell phone for anything other than voice communication is prohibited while operating a motor vehicle.

Use of electronic devices is permitted only in break areas, office areas or in parked passenger or over the road type vehicles in designated parking areas. Gate lanes are not designated parking areas for this purpose.

2.7 Fire Prevention:

No open fires are permitted on railroad property or in connection with any railroad project or activity. Fire prevention is accomplished by:

- Maintaining good housekeeping;
- Not allowing the accumulation of combustible materials and debris;
- Ensuring that fire doors, windows, stairways, fire escapes, passageways, and roadways are in good condition, not blocked, and free from obstruction;
- Maintaining access to firefighting equipment;
- Ensuring that catalytic converters, exhaust systems, and exhaust gases do not come in contact with dry grass, weeds, or flammable material.

Immediately correct and/or inform a supervisor of a potential fire hazard.

2.8 Smoking:

Smoking, including the use of electronic smoking devices, is prohibited at the following locations and activities:

- 1. All Union Pacific property, whether owned or leased, including mechanical facilities, along the right-of-way, in office buildings, and all service unit facilities and yards;
- 2. In or near building entrances and contiguous sidewalks;
- 3. In locomotive cabs, cabooses, bunk cars, company vehicles, and similar equipment;
- 4. In meetings held at off-site locations.

2.9 Weapons:

Union Pacific employees and all other individuals on Company property or involved in Union Pacific business off Company property are prohibited from possessing or hiding weapons in facilities, equipment, or vehicles used in operations while on such property, or on their persons, which includes but is not limited to grips, suitcases, gym bags and purses. This prohibition applies even if the individual is licensed to carry a concealed handgun under state law. Only Union Pacific Police and on-duty law enforcement officers acting in an official capacity are authorized to possess weapons on Company property.

A "weapon" shall mean any device, instrument, material or substance (animate or inanimate) that is used to threaten, or is capable of causing, death or bodily injury. This prohibition includes but is not limited to firearms, knives with a blade longer than three inches, tasers, stun guns and pepper sprays. Union Pacific Police are authorized to make the final determination of whether a particular item constitutes a weapon under this policy.

2.10 Drugs and Alcohol:

Contractor Personnel must not have any prohibited substances in their bodily fluids when reporting for duty, while on duty or while on Union Pacific property.

The use or possession of, alcoholic beverages while on duty or on Union Pacific property is prohibited. The use or possession of intoxicants, over-the-counter or prescription drugs, narcotics,

controlled substances, or medication that may adversely affect safe performance is prohibited while on duty or on Union Pacific property.

Prohibited drugs include "controlled substances" on Schedule I through V of the Federal Controlled Substances Act, as revised. Controlled substances are listed in 21 CFR Part 1308. The controlled substances list includes illegal drugs (Schedule I) and those that are distributed only by medical practitioner's prescription or other authorization (Schedules II through IV, and some drugs on Schedule V), and certain preparations for which distribution is through documented over-the-counter sales (Schedule V only).

Pre-employment and random testing is required when 49 CFR 219 and 49 CFR 382 applies and contractors will be in compliance with part CFR Part 40 regulations accordingly. Proof of this testing is required through periodic audits and/or reports.

All contractors are required to comply with 49 CFR 219 and 382 pre-employment, suspicion, post accident, and random testing as it applies to duties performed by contract employees on Union Pacific property. Drug and alcohol testing will be in compliance with 49 CFR part 40 regulations. Proof of testing will be required through periodic audits and/or reports as required by regulation.

2.11 Reporting:

All cases of personal injury, while on duty or on company property, must be **immediately reported** to the proper manager and the prescribed form completed. All cases of occupational illness must be **immediately reported** to the proper manager and the prescribed form completed. Because railroads are required by federal regulations to report injuries and occupational illnesses that meet certain medical treatment criteria, Contractor Personnel must report to their manager any medical treatment they receive that was directly related to their injury or illness, including any follow-up visits.

Contractor Personnel must immediately contact the Union Pacific Railroad Response Management Communications Center (RMCC) at 1-888-UPRRCOP (877-7267) or local law enforcement authorities to remove trespassers, etc. on company property. All environmental hazards caused by or observed by the contractor should be reported to RMCC and the local Union Pacific manager responsible for the facility as soon as practical. This does not relieve the Contractor of any obligations to properly report injuries in accordance with any laws or regulations (e.g., OSHA requirements).

SECTION 3: VEHICLE OPERATIONS

3.1 Seat Belts:

All vehicle occupants must use seat belts, where provided. This includes:

- Company vehicles;
- Privately-owned vehicles used on company business;
- Leased, rented or contract vehicles;
- Hi-rail vehicles on and off the rail;
- Operating material handling or utility type vehicles, if so equipped (i.e. forklifts, mobile cranes, mules, utility trucks, etc).

The driver must not move a vehicle until assured all passengers are seated and have their seat belts fastened in proper restraining position.

Exception: Seat belt use is not required if vehicle is not exceeding 5 mph and vehicle is used during the task of inspecting cars, coupling air hoses or changing brake shoes.

3.2 Driver Responsibilities:

Drivers are required to:

- Know and observe all local, state, and federal laws and regulations governing vehicle operation;
- Use courtesy, consideration, and common sense to prevent accidents and control situations encountered that cannot be provided for in the law;
- Obey posted speed limits. Not to exceed a safe and prudent speed for their vehicle when weather, traffic, road conditions, vehicle load or any other prevailing conditions necessitates operating at a lower speed;
- Ensure that required emergency equipment and tools are in the vehicle.
- Maintain good housekeeping;
- Ensure loose items are not kept on the dash or rear window shelf;
- Ensure tools, equipment, material and freight are properly secured;
- Ensure Gross Vehicle Weight Rating (GVWR) of vehicle is not exceeded;
- Ensure headlights or running lights are on while vehicle is moving.

Drivers must not drive when suffering fatigue, lack of sleep, illness, or any other physical condition which may affect alertness and ability to operate the vehicle safely.

3.3 Operating Yard Vehicles:

Only qualified, authorized drivers are permitted to operate yard vehicles. Compliance with other vehicle rules including speed and inspection also apply to operating all vehicles. Reckless or careless driving is prohibited. Operators of vehicles must not:

- Make adjustments or disable any speed limiting devices;
- Park the vehicle foul of any railroad track;
- Park vehicle to foul a portion of a roadway unless proper warning to approaching traffic is provided;
- Cut through empty parking stalls;
- Pull through parking stalls;
- Cross over yellow crane safety distance lines;
- Drive under or park under overhead cranes;
- Enter a protected work area;
- Pass any vehicle on the right side of the roadway.

3.4 Back-Up Moves:

Work must be planned to minimize back-up moves and to avoid driving into areas requiring back-up moves. No back-up move is allowed when a forward move can safely be made. Employee(s) in the cab of a vehicle must not distract the driver with unnecessary conversation or other distractions until the back-up move is completed. Before initiating a back-up move, the driver

must walk to the rear of the vehicle to confirm that it is safe to move unless a second person is directing the move in accordance with Union Pacific safety rule requirements.

3.5 Crossings:

<u>Drivers must approach railroad crossings prepared to stop</u>. Before crossing track(s) where visibility is impaired by railroad equipment or other obstruction that prevents a clear view of approaching trains, the driver of the vehicle must:

- Stop the vehicle and verify (by either a flagman or personal observation) there will be no movement on the track(s) being crossed, or
- · Use an alternate crossing.

<u>Vehicles designed to transport 16 or more passengers including the driver or placarded vehicles must stop at all highway railroad crossings at grade.</u>

<u>Drivers must stop before proceeding over any crossing within a yard</u>. This includes crossings where no stop sign is posted. Only one stop is required for multiple crossings.

SECTION 4: TRACK AND PROPERTY SAFETY

4.0 On Track and Off Track Work Equipment

It is the responsibility of the Contractor-In-Charge to ensure that all on track and/or off track work equipment is in a safe condition to operate. There must be a written inspection process regarding daily, weekly and other periodic inspections for work equipment operated on Union Pacific property, including inspections mandated by FRA, AAR, OSHA and/or other government agencies. In addition to the inspection process there must be a written maintenance process that includes timelines regarding resolution of safety sensitive defects. If, in the opinion of the Railroad Representative, any of the Contractors equipment is unsafe for use, the Contractor shall remove such equipment from the railroads property. The Contractor-In-Charge must ensure that there is a written training and qualification process for operators and support personnel regarding operation of such equipment. Written documentation of training and qualification must be carried by Contractor employees.

In addition:

- The operators of all work equipment must be properly trained and competent in the safe operation of the equipment. Operators must be:
 - ✓ Familiar and comply with OSHA regulations on lockout/tagout of work equipment.
 - ✓ Familiar and comply with FRA Regulation Title 49CFR214 Subpart D dealing with Roadway Maintenance Machine Safety.
 - ✓ Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.

- ✓ Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other rail-bound equipment.
- ✓ Comply with the FRA's Roadway Worker Protection regulations as required by 49 CFR 214.343
- The operator's manual, which includes instructions for safe operation, must be kept with each machine.
- All self-propelled equipment is equipped with fire extinguisher and audible back-up warning device.
- Unless otherwise authorized by the Railroad Representative, all unattended
 equipment is parked a minimum of 25 feet from any track and minimum of 250 feet
 from any road crossing. Before leaving any equipment unattended, the operator must
 stop the engine and properly secure the equipment against movement.
- Cranes are equipped with three orange cones that will be used to mark the working area of the boom and load and the minimum clearances to overhead power lines. All overhead lines are considered to be high voltage.
 - All moves are well communicated by the Contractor-In-Charge and coordinated with other Contractor Employees and the Railroad Representative at the job site. Emergency signals to stop movements may be given by anyone.
 - No equipment is moved or coupled into while under any color signal protection of workmen.
 - No handbrakes are released on rolling equipment unless authorized by Railroad Representative.
 - No derails are applied or removed without Railroad Representative permission.
 - The Contractor shall provide its own Hazardous Energy Control (Lock-out/Tag-out)
 procedures and devices to prevent injury to Railroad and Contractor Employees from
 unexpected energization, start-up, or release of stored power in machines with which
 they are working.
 - The Contractor shall comply with all requirements of the U.S. Occupational Safety and Health Administration (OSHA) Standard 29 CFR 1910.147 on controlling hazardous energy

4.1 Working Around Live Tracks (Red Zones)

Prior to beginning work on live track the Contractor-In-Charge must notify a Railroad representative and a job briefing must be conducted with the Railroad representative. Contractors are governed by FRA Roadway Worker Protection regulations, referenced in 49CFR214, Subpart C, which requires some form of On-Track Safety prior to fouling any track.

Red Zones are defined as that area within an arms length of the track, or any physical position, which places the employee in a life-threatening situation. The following two rules are key to Red Zone compliance.

1. Alert to Train Movement

Contractor Employees must expect the movement of trains, engines, cars or other moveable equipment at any time, on any track and in either direction.

2. Sufficient Distance

Maintain a safe distance from equipment and **DO NOT**:

- Cross or step foul of tracks closely in front of or behind moving equipment or close to the end of equipment.
- Go between standing equipment if the opening is less than 100 feet.
- Cross tracks in front of or behind standing equipment unless there is at least 20 feet between the employee and the equipment.

Use three-point contact when getting on and off locomotives and cars.

In locomotive and car repair facilities where equipment has been spotted for repair, and the distance between that equipment or around the end of equipment is less than specified, Contractor Employees may go between or around the equipment provided that the equipment is under Blue Signal Protection of Workmen in accordance with GCOR Rule 5.13 and the employee knows that no movement will be made by the equipment.

These are two of many *Red Zone* rules that deal with moving equipment. Any questions that arise related to working in the *Red Zone* should be directed to the Railroad Representative.

SECTION 5: CRITICAL RULES

"Critical rules" are applicable to Union Pacific employees and Contractor Personnel.

Noncompliance with these rules could potentially result in serious or life-threatening consequences for Contractor Personnel performing safety sensitive work or the public or could compromise safe railroad operations. These rules include repeated or deliberate failure to comply with instructions.

Each department or work area must comply with the specific regulatory, rules and policy requirements associated with the work performed. It is the Contractor's responsibility to ensure all Contractor Personnel are trained regarding the rules, policies and regulations applicable to their work prior to performing their duties. Rules, policies and regulations are updated periodically, and it is the responsibility of the Contractor to be in compliance with the most recent versions of those requirements.

SECTION 6: TRAINING AND COMPLIANCE WITH 49 C.F.R. §243

All Contractor Personnel must be trained in accordance with all regulatory and Union Pacific safety requirements prior to performing work. The Contractor is responsible for ensuring all Contractor Personnel have in their possession any required identification, certifications and licenses necessary when performing work for Union Pacific.

Contractors who employ Personnel who perform safety-related railroad work as defined in 49 C.F. R. §243 for Union Pacific must ensure that any person they employ is trained and qualified to comply with any relevant Federal railroad safety laws, regulations, and orders, as well as any relevant railroad rules and procedures promulgated to implement those Federal railroad safety laws, regulations, and orders. Part 243 contains the general minimum training and qualification requirements for each category and subcategory of safety-related railroad work. Contractors must certify their compliance with the contents of 49 C.F.R. §243, including those aspects of training that are specific to the Union Pacific's rules and procedures.

SECTION 7: INFORMATION SECURITY & COMPANY PROPERTY

All physical property and business information the Company acquires and produces, in any form, constitutes a corporate asset. The ownership, usage, dissemination, storage, or formulation of information, as well as all physical and computer systems used to process, transmit, or store data, belong to the Company. It is the responsibility of every user to guard against unauthorized use or disclosure of Company assets. Anyone working for or on behalf of a Union Pacific may not divert to his or her personal benefit any invention, know-how, technology or computer program developed or learned of in the course of his or her employment.

Each person who is issued a User ID is responsible for the confidentiality of the password, and for any action performed with that User ID. Once a User ID is assigned, it shall identify the same person on all systems. A User ID and password is the individual's computer security credentials. A User ID and password are an individual's authorization for secure access and to track the identity of the user when accessing UP computer systems. Loaning out use of security credentials or sharing passwords with others is strictly prohibited. Each individual is personally accountable for all activity that is associated with an assigned computer security credentials.

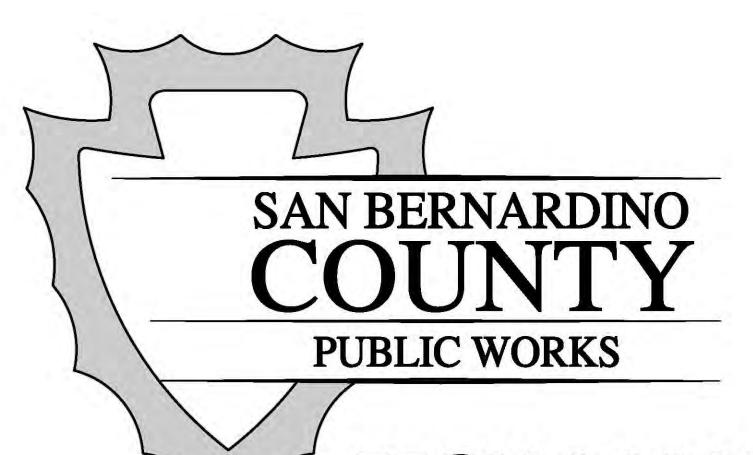
SECTION 8: AUDIT

Contractors are responsible for audit, oversight and any periodic testing required by regulation or Union Pacific. Contractors are subject to safety audits by Union Pacific management and supervisors at any time.



I have the courage to care. Worn with a lion's pride, it means those I work with will have my back, and I will have theirs. I pledge to shield myself and my team from harm. I will take action to keep them safe, by fixing an unsafe situation, addressing an unsafe behavior or stopping the line. In turn, I will have the courage to accept the same actions from my coworkers, who care enough to correct my path. We wear this badge out of respect for each other and those who have gone before us. On my watch, we will all go home safe to our families every day.

COUNTY OF SAN BERNARDINO DEPARTMENT OF PUBLIC WORKS



TRANSPORTATION

PLANS FOR CONSTRUCTION ON

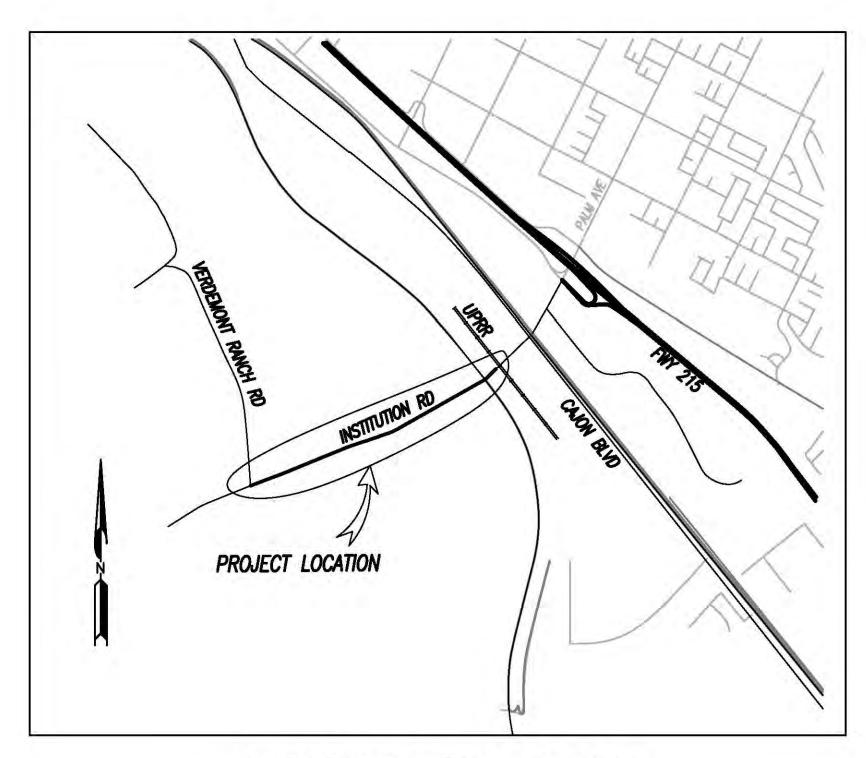
INSTITUTION ROAD

FROM 0.08 MILE WEST OF VERDEMONT RANCH ROAD TO 1.15 MILE EAST

SAN BERNARDINO AREA

WORK ORDER NO.H14080 ROAD NO.438100 - 010/015

LENGTH = 1.23 MILE



LOCATION MAP

NOT TO SCALE

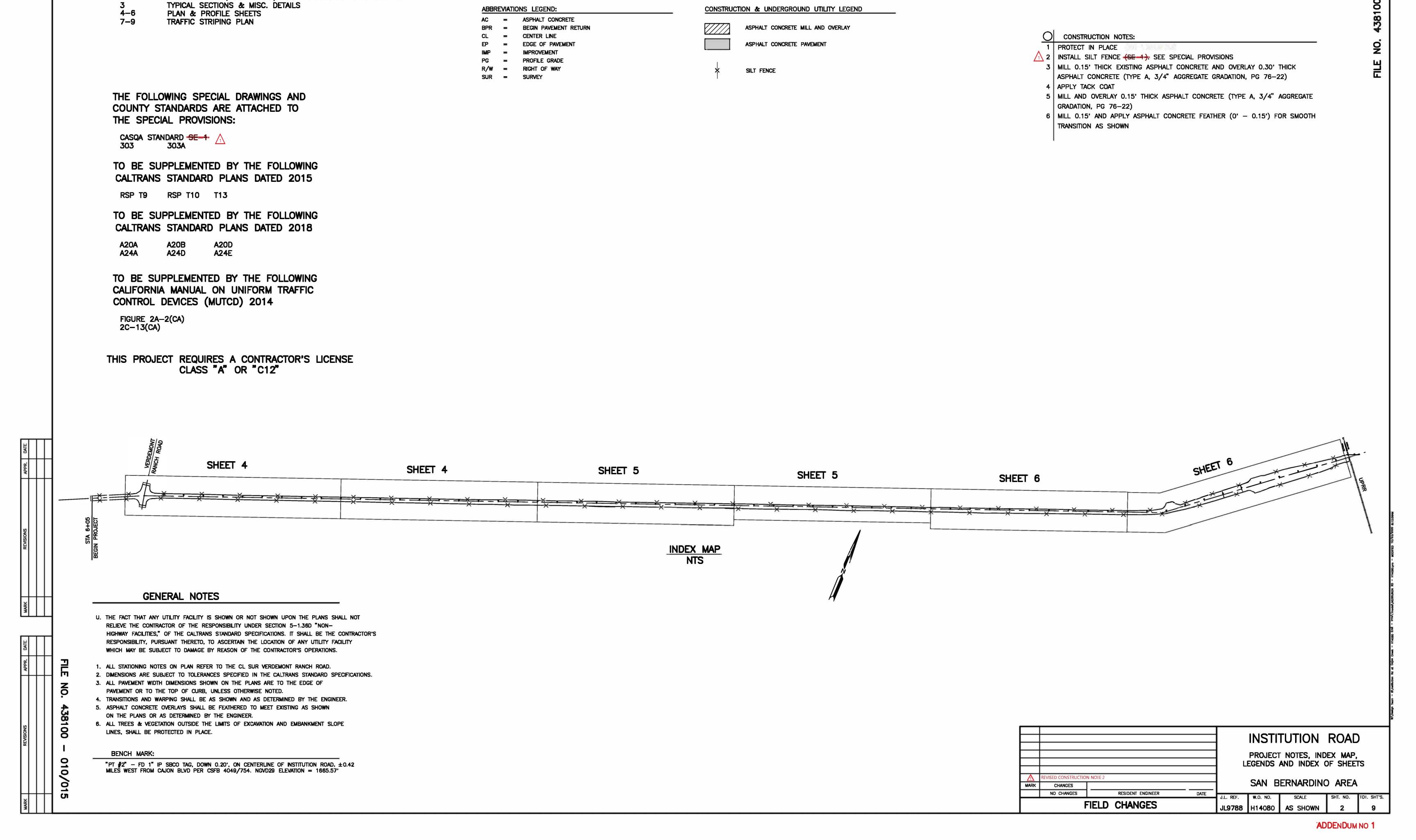
MARK CHANGES

NO CHANGES RESIDENT ENGINEER DATE

SHT. NO. TOT. SHT.

FIELD CHANGES

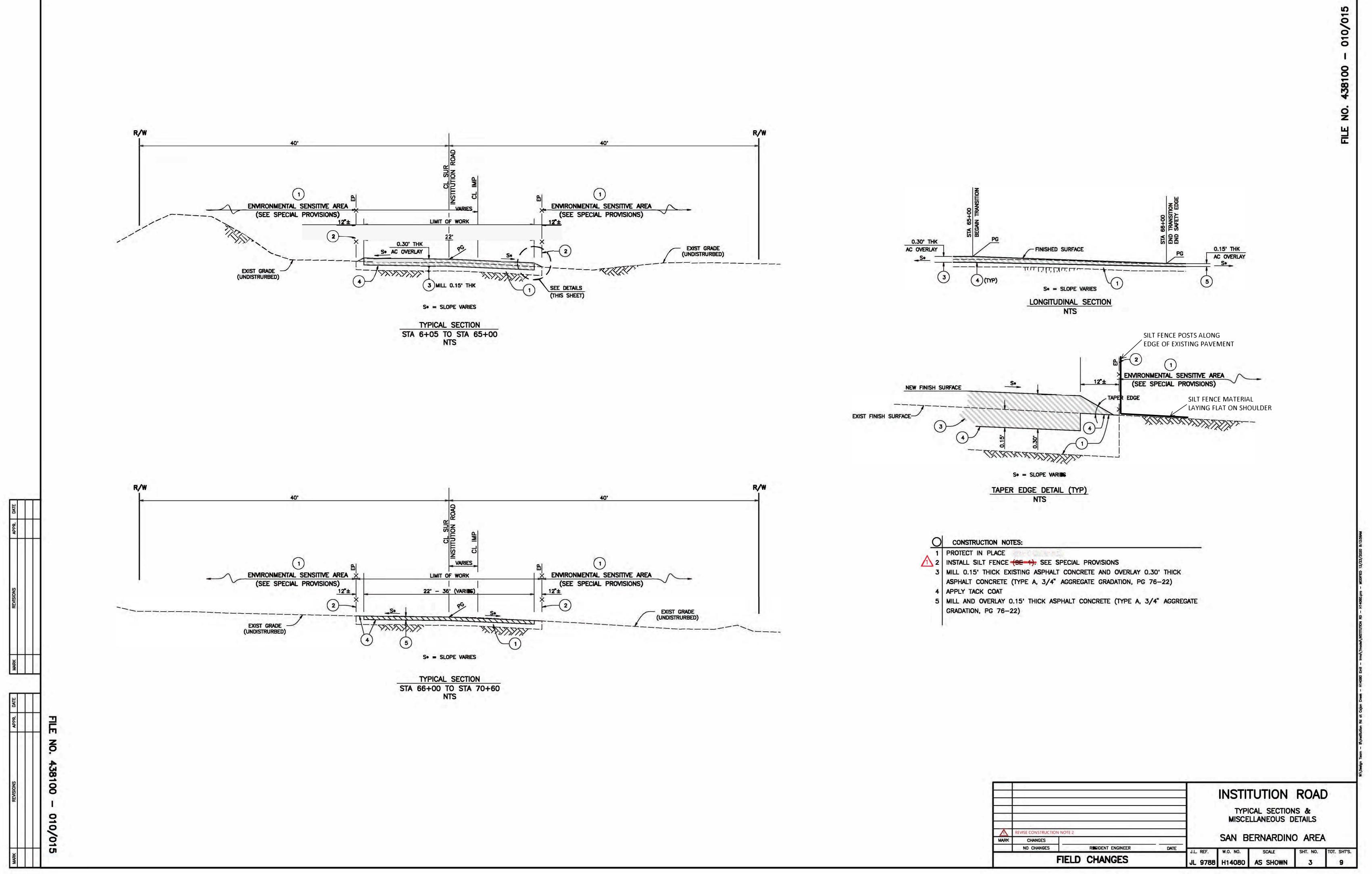
1 9

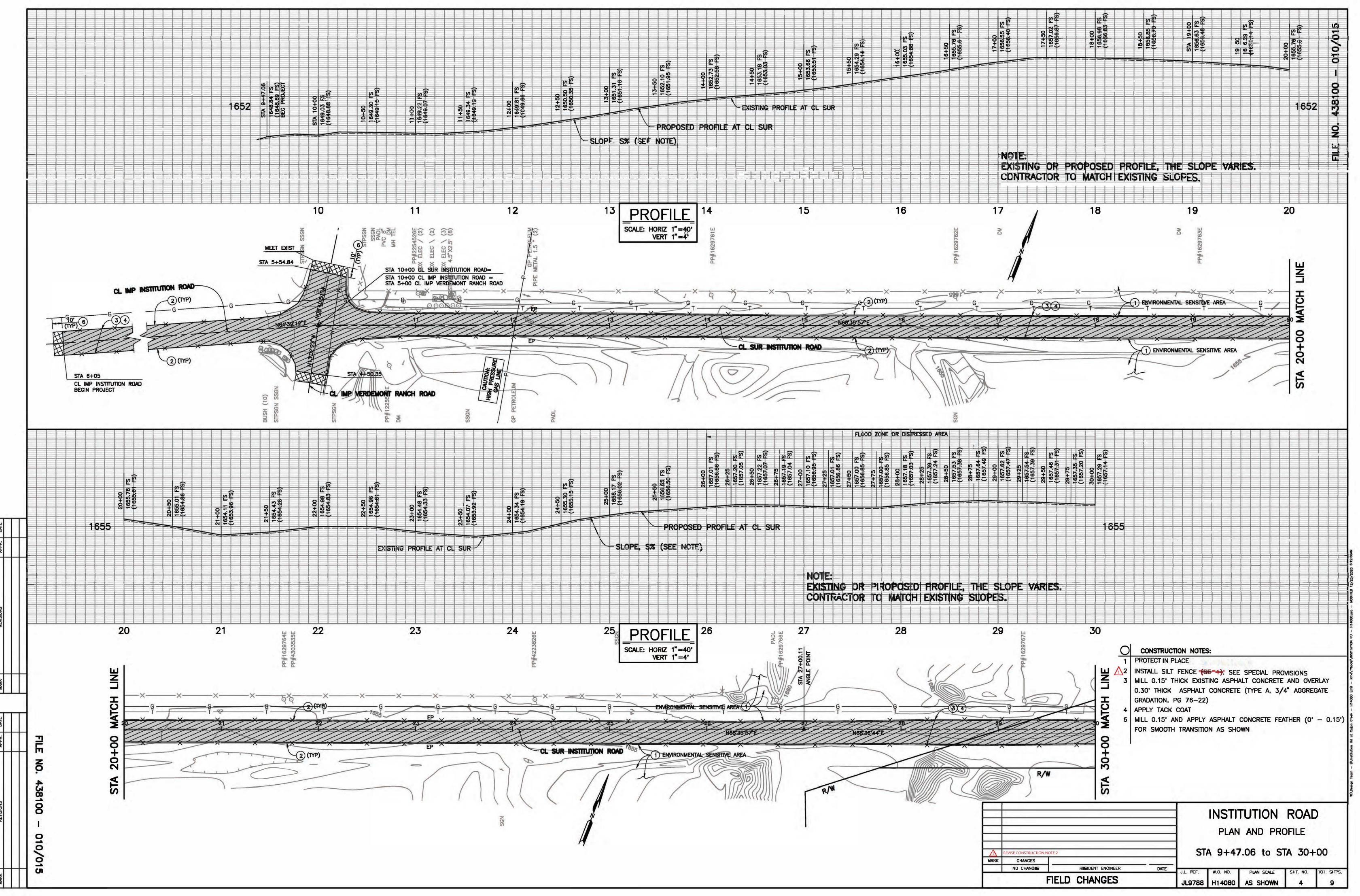


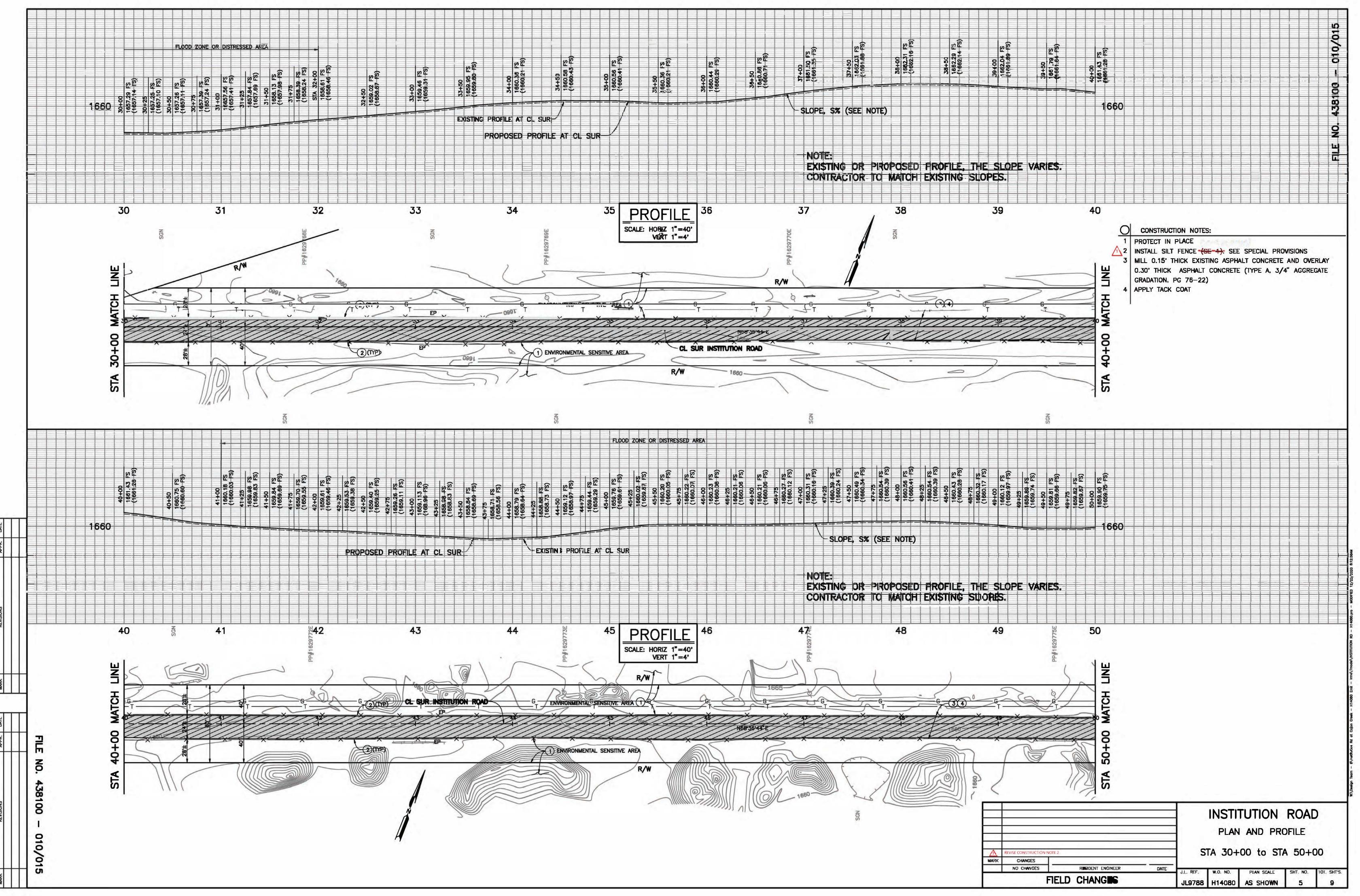
INDEX OF SHEETS

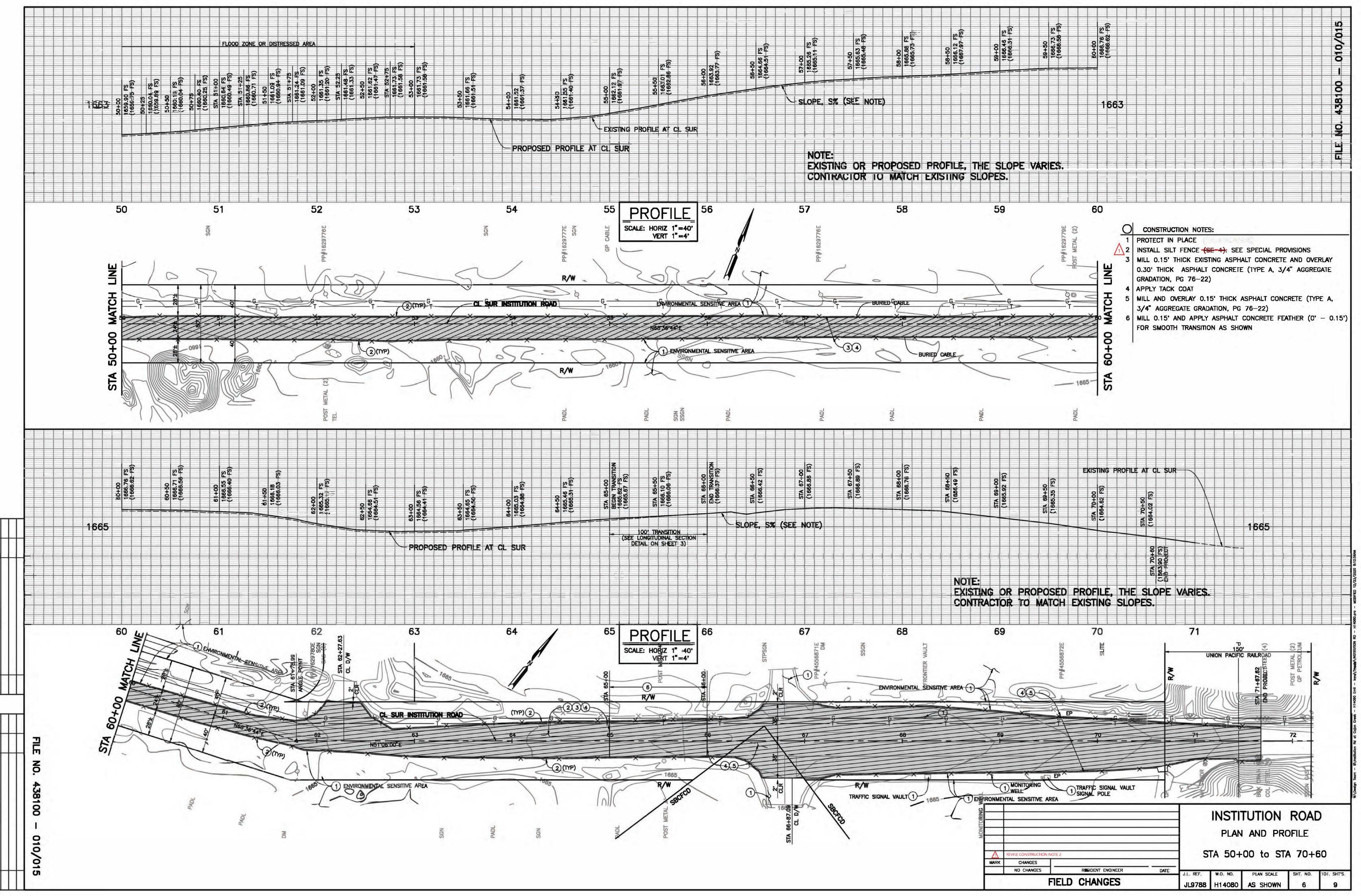
PROJECT NOTES, INDEX MAP, LEGENDS AND INDEX OF SHEETS

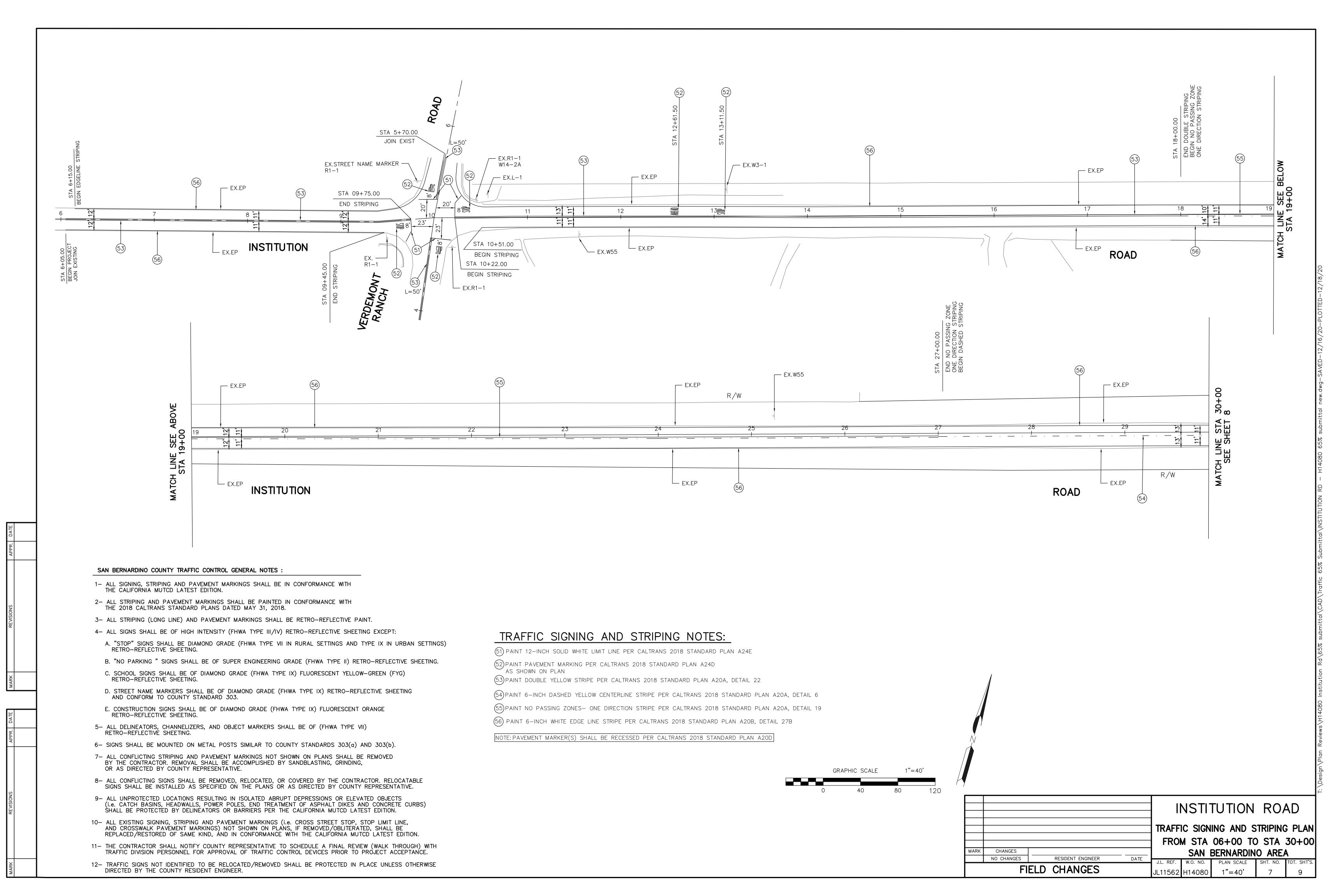
TITLE SHEET

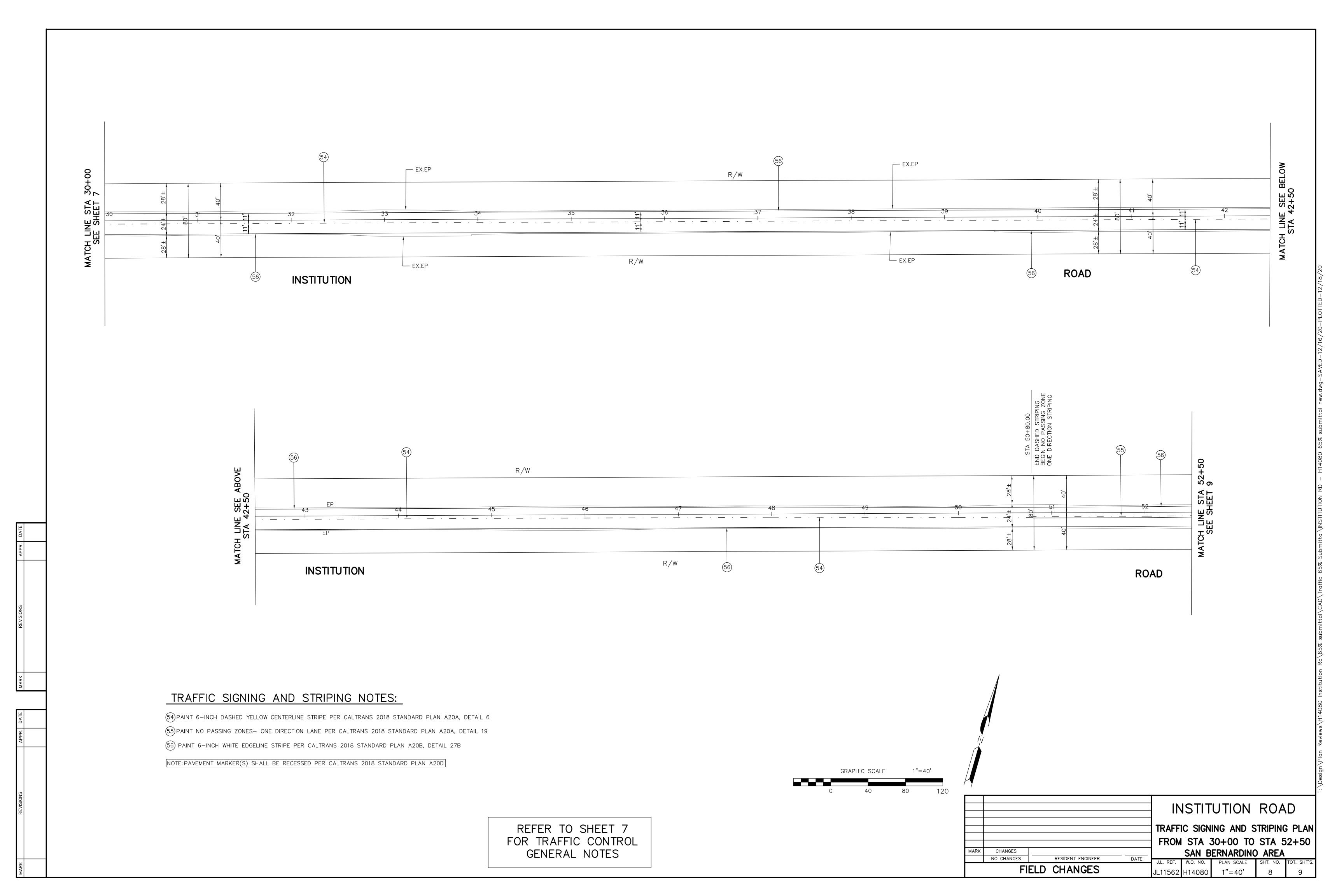


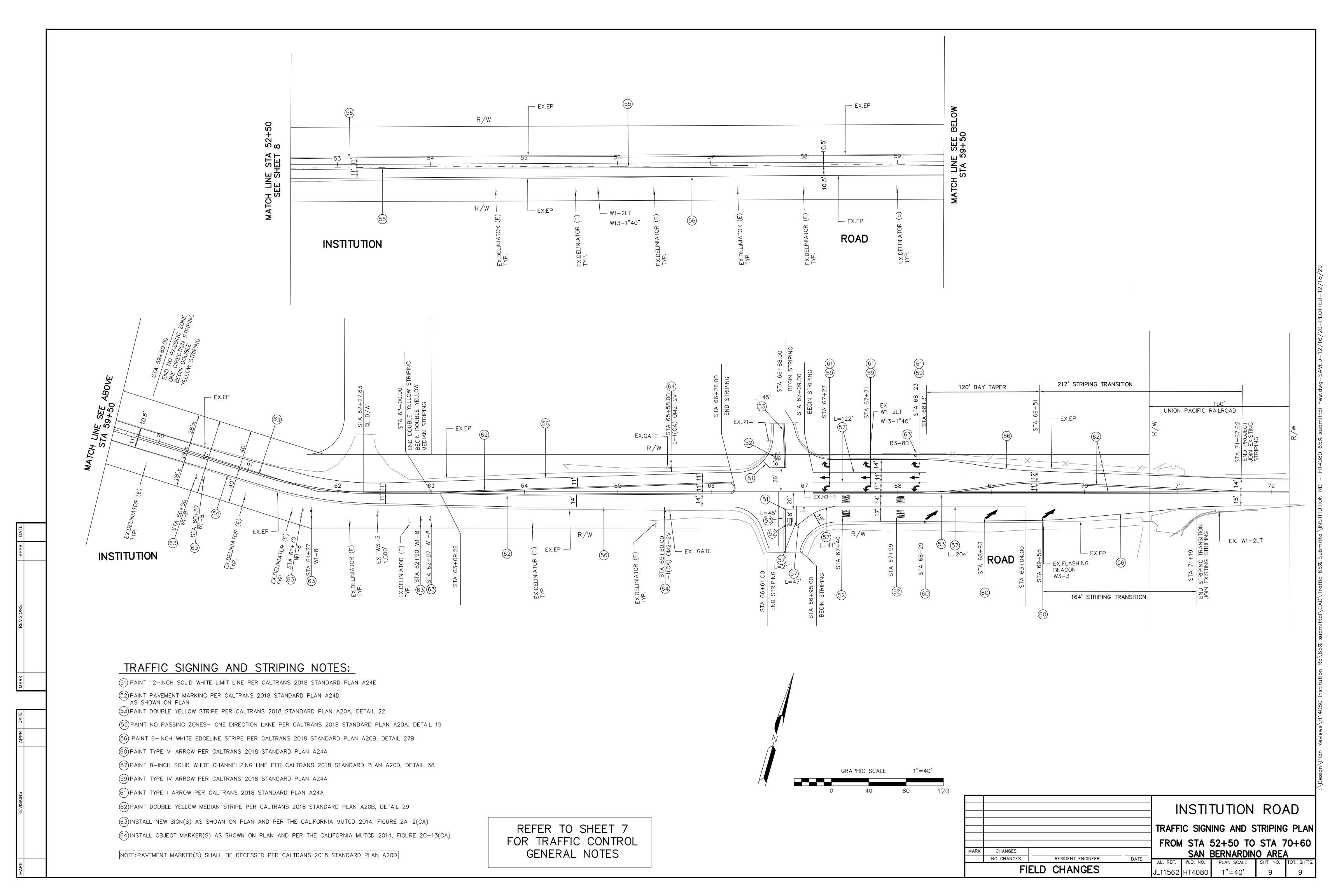












Bidder:

Project: INSTITUTION ROAD W.O.#: H14080

Limits: From 0.08 Mile West of Verdemont Ranch
Road to 1.15 Mile East

Item No.	Approx. Quant.	Meas. Unit	Item Description	Unit Price	Total
1	50,000	F.A.	Supplemental Work At Force Account (Unforeseen Differing Site Conditions, Storm or Flood Event and Subgrade Stabilization)	\$ 1.00	\$ 50,000.00
2	1	L.S.	Environmental Mitigation Measures	\$	\$
3	1	L.S.	Mobilization	\$	\$
4	1	L.S.	Traffic Control System	\$	\$
5	1	L.S.	Finishing Roadway	\$	\$
6	2	EA.	Portable Changeable Message Sign	\$	\$
7	18,395	S.Y.	Cold Plane Asphalt Concrete Pavement	\$	\$
8	3,635	TON	Asphalt Concrete (Type A)	\$	\$
9	13,100	L.F.	Silt Fence	\$	\$
10	15,420	L.F.	Paint 6" Traffic Stripe (2-Coat)	\$	\$
11	554	L.F.	Paint 8" Traffic Stripe (2-Coat)	\$	\$
12	4,987	L.F.	Paint 6" Double Yellow Traffic Stripe (2-Coat)	\$	\$
13	890	S.F.	Paint Pavement Markings (2-Coat)	\$	\$
14	328	EA.	Pavement Marker (Recessed - Retroreflective - Type D & G)	\$	\$
15	7	EA.	Roadside Sign	\$	\$
16	2	EA.	Object Marker Type L-1 (CA) (OM2-2V)	\$	\$

PROJECT TOTAL: \$