

DEPARTMENT OF TRANSPORTATION

DES-OE MS #43
1727 30TH Street, 2ND Floor
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June 2, 2003

06-Ker-58-R90.8/R94.8
06-435804
ACNH-P058(094)E

Addendum No. 1

Dear Contractor:

This addendum is being issued to the contract for construction on State highway in KERN COUNTY IN AND NEAR BAKERSFIELD AT VARIOUS LOCATIONS FROM MOUNT VERNON AVENUE UNDERCROSSING TO SOUTH MAGUNDEN OVERHEAD.

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

Bids for this work will be opened on June 10, 2003.

This addendum is being issued to revise the Project Plans, the Notice to Contractors and Special Provisions, and the Proposal and Contract.

Project Plan Sheet 54 is revised as follows:

The quantities for "STRUCTURAL CONCRETE, BRIDGE" is revised from "292 m3" to "120 m3."

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

In the Proposal and Contract, the Engineer's Estimate Item 36 is revised.

To Proposal and Contract book holders:

Replace page 4 of the Engineer's Estimate in the Proposal with the attached revised page 4 of the Engineer's Estimate. The revised Engineer's Estimate is to be used in the bid.

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

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

Inform subcontractors and suppliers as necessary.

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

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

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

Sincerely,

ORIGINAL SIGNED BY

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

Attachments

SECTION 13: RAILROAD RELATIONS AND INSURANCE REQUIREMENTS

13-1: RELATIONS WITH RAILROAD COMPANY

13-1.01 GENERAL

The term "Railroad" shall mean the San Joaquin Valley Railroad.

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

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

The Contractor shall sign and submit to the Railroad the Contractor's Endorsement, in the form attached hereto.

13-1.02 RAILROAD REQUIREMENTS

The Contractor shall notify Mr. Chuck Littlefield, General Manager, 221 N. "F" Street, P. O. Box 937, Exeter, CA 93221, Telephone (559)-592-1857 and the Engineer, in writing, at least 10 working days before performing any work on, or adjacent to the property or tracks of the Railroad.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Private crossings at grade over tracks of Railroad for the purpose of hauling earth, rock, paving or other materials will not be permitted. If the Contractor, for the purpose of constructing highway-railway grade separation structures, including construction ramps thereto, desires to move equipment or materials across Railroad's tracks, the Contractor shall first obtain permission from Railroad. Should Railroad approve the crossing, the Contractor shall execute a private crossing agreement. By this agreement, the Contractor shall bear the cost of the crossing surface, with warning devices that might be required. The Contractor shall furnish the Contractor's own employees as flagmen to control movements of vehicles on the private roadway and shall prevent the use of such roadway by unauthorized persons and vehicles.

Blasting will be permitted only when approved by the Railroad.

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

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

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

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

If the pipe diameter is greater than 100 mm (4 inches) in diameter, it shall be encased and the top of the steel pipe casing shall be at least 1.60-meter (66 inches) below base of rail.

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

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

13-1.03 PROTECTION OF RAILROAD FACILITIES

Upon advance notification of not less than 10 working days by the Contractor, Railroad representatives, conductors, flagmen or watchmen will be provided by Railroad to protect its facilities, property and movements of its trains or engines. Notice shall be made to Mr. Chuck Littlefield, General Manager, 221 N. "F" Street, P.O. Box 937, Exeter, CA 93221, Telephone (559)-592-1857. At the time of notification, the Contractor shall provide Railroad with a schedule of dates that flagging services will be needed, as well as times, if outside normal working hours. Subsequent deviation from the schedule shall require 10 working days advance notice from the first affected date. The Railroad will furnish such personnel or other protective devices:

- (a) When any part of any equipment is standing or being operated within 25 feet, measured horizontally, from centerline of any track on which trains may operate, or when any erection or construction activities are in progress within such limits, regardless of elevation above or below track.
- (b) For any excavation below elevation of track subgrade if, in the opinion of Railroad's representative, track or other Railroad facilities may be subject to settlement or movement.
- (c) During any clearing, grubbing, grading or blasting in proximity to Railroad which, in the opinion of Railroad's representative, may endanger Railroad facilities or operations.
- (d) During any of Contractor's operations when, in the opinion of Railroad's representatives, Railroad facilities, including, but not limited to, tracks, buildings, signals, wire lines or pipe lines, may be endangered.

The cost of flagging and inspection provided by Railroad during the period of constructing that portion of the project located on or near Railroad property, as deemed necessary for the protection of Railroad's facilities and trains, will be borne by the State for a period of 94 working days beginning on the date work commences on or near property of Railroad. The Contractor shall pay to the State liquidated damages in the sum of \$500 per day for each day in excess of the above 94 working days the Contractor works on or near Railroad property, and which requires flagging protection of Railroad's facilities and trains.

13-1.04 WORK BY RAILROAD

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

The following work by Railroad will be performed by Railroad forces and is not a part of the work under this contract.

- (a) The Railroad will perform preliminary engineering inspection and flagging as specified in Section 13-1.03, "Protection of Railroad Facilities," of these special provisions.

13-1.05 DELAYS DUE TO WORK BY RAILROAD

No delay due to work by the Railroad is anticipated.

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

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

13-1.06 LEGAL RELATIONS

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

13-2 RAILROAD PROTECTIVE INSURANCE

The term "Railroad" shall mean the San Joaquin Valley Railroad Company.

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

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

The insurance herein required shall be obtained by the Contractor, who shall furnish the Railroad with completed certificates, in the form attached hereto, signed by the insurance company or its authorized agent or representative, reflecting the existence of each of the policies required by 1 and 2 below including coverage for X, C and U and completed operations hazards, and the original policy of insurance (or a certified duplicate original policy) required by 3 below, to:

Chuck Littlefield
San Joaquin Valley Railroad
221 N. "F" Street
P.O. Box 937
Exeter, CA 93221
559-592-1857

Certificate of insurance shall guarantee that the policy under 1 and 2 will not be amended, altered, modified or canceled insofar as the coverage contemplated hereunder is concerned, without at least thirty (30) days notice mailed by registered mail to the Railroad.

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

The approximate ratio of the estimated cost of the work over or under or within 50 feet of Railroad's tracks to the total estimated cost is 0.75 Approximate daily train traffic is 28 freight trains.

**1. Contractor's Public Liability and Property
Damage Liability Insurance**

The Contractor shall, with respect to the operations he performs within or adjacent to Railroad's property, carry regular Contractor's Public Liability and Property Damage Liability Insurance providing for the same limits as specified for Railroad's Protective Public Liability and Property Damage Liability insurance to be furnished for and in behalf of Railroad as hereinafter provided.

If any part of the work within or adjacent to Railroad's property is subcontracted, the Contractor in addition to carrying the above insurance shall provide the above insurance on behalf of the subcontractors to cover their operations.

**2. Contractor's Protective Public Liability and Property
Damage Liability Insurance.**

The Contractor shall, with respect to the operations performed for him by subcontractors who do work within or adjacent to Railroad's property, carry in his own behalf regular Contractor's Protective Public Liability and Property Damage Liability Insurance providing for the same limits as specified for Railroad's Protective Public Liability and Property Damage Liability Insurance to be furnished for and on behalf of Railroad as hereinafter provided.

**3. Railroad's Protective Public Liability and Property
Damage Liability Insurance**

The Contractor shall, with respect to the operations he performs within or adjacent to Railroad's property or that of any of his subcontractors who do work within or adjacent to Railroad's property perform, have issued and furnished in favor of Railroad, Policy or policies of insurance in the Railroad Protective Liability Form as hereinafter specified.

EXHIBIT C

Railroad Protective Liability Form

(Name of Insurance Company)

DECLARATIONS

Item 1. Named Insured: San Joaquin Valley Railroad

Item 2. Policy Period: From _____ to _____ 12:01 a.m., Standard Time, at the designated job site as stated herein.

Item 3. The insurance afforded is only with respect to such of the following coverage's as are indicated in Item 6 by specific premium charge or charges. The limit of the company's liability against such coverage or coverage's shall be as stated herein, subject to all the terms of this policy having reference thereto.

Coverage's	Limits of Liability		
	Each Occurrence	Aggregate	
A B & C	Bodily Injury Liability Property Damage Liability and Physical Damage to Property	\$2,000,000 Combined Single Limit	\$6,000,000 for Coverage's A, B & C

Item 4. Name and Address of Contractor:

Item 5. Name and Address of Governmental Authority for whom the work by the Contractor is being performed: State of California, acting by and through its Department of Transportation, P.O. Box 942874, Sacramento, CA 94274-0001

Item 6. Designation of the Job Site and Description of Work:

FOR CONSTRUCTION ON _____

Premium Bases	Rates per \$100 of Cost		Advance Premiums	
	Coverage A	Coverage's B & C	Coverage A	Coverage's B & C
Contract Cost	\$	\$	\$	\$
Rental Cost	\$	\$	\$	\$

Countersigned _____, 20__ by _____

Title

POLICY

(Name of Insurance Company)

A _____ insurance company, herein called the company, agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the declaration made by the named insured and subject to all of the terms of this policy:

INSURING AGREEMENTS

I. Coverage A--Bodily Injury Liability.

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury, sickness, or disease, including death at any time resulting therefrom, hereinafter called "bodily injury," either (1) sustained by any person arising out of acts or omissions at the designated job site which are related to or are in connection with the work described in Item 6 of the declarations, or (2) sustained at the designated job site by the Contractor or any employee of the Contractor, or by any employee of the Governmental Authority specified in Item 5 of the Declarations, or by any designated employee of the insured whether or not arising out of such acts or omissions.

Coverage B--Property Damage Liability.

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of physical injury to or destruction of property, including loss of use of any property due to such injury or destruction, hereinafter called "property damage," arising out of acts or omissions at the designated job site which are related to or are in connection with the work described in Item 6 of the declarations.

Coverage C--Physical Damage to Property.

To pay for direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment, or motive power equipment, hereinafter called "loss," arising out of acts or omissions at the designated job site which are related to or are in connection with the work described in Item 6 of the declarations; provided such property is owned by the named insured or is leased or entrusted to the named in-sured under a lease or trust agreement.

II. Definitions.

- (a) **Insured.**--The unqualified word "insured" includes the named insured and also includes any executive officer, director or stockholder thereof while acting within the scope of his duties as such.
- (b) **Contractor.**--The word "contractor" means the Contractor designated in Item 4 of the declarations and includes all subcontractors of said Contractor but shall not include the named insured.
- (c) **Designated employee of the insured.**--The words "designated employee of the insured" mean:
 - (1) any supervisory employee of the insured at the job site,
 - (2) any employee of the insured while operating, attached to or engaged on work trains or other railroad equipment at the job site which are assigned exclusively to the Contractor, or
 - (3) any employee of the insured not within (1) or (2) who is specifically loaned or assigned to the work of the Contractor for prevention of accidents or protection of property, the cost of whose services is borne specifically by the Contractor or by government-mental authority.
- (d) **Contract.**--The word "contract" means any contract or agreement to carry a person or property for a consideration or any lease, trust or interchange contract or agreement respecting motive power, rolling stock or mechanical construction equipment.

III. Defense, Settlement, Supplementary Payments.

With respect to such insurance as is afforded by this policy under Coverage's A and B, the company shall:

- (a) defend any suit against the insured alleging such bodily injury or property damage and seeking damages which are payable under the terms of this policy, even if any of the allegations of the suit are groundless, false or fraudulent; but the company may make such investigation and settlement of any claim or suit as it deems expedient;
- (b) pay, in addition to the applicable limits of liability:
 - (1) all expenses incurred by the company, all costs taxed against the insured in any such suit and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;
 - (2) Premiums on appeal bonds required in any such suit, premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, but without obligation to apply for or furnish any such bonds;
 - (3) expenses incurred by the insured for such immediate medical and surgical relief to others as shall be imperative at the time of the occurrence;

- (4) all reasonable expenses, other than loss of earnings, incurred by the insured at the company's request.

IV. Policy Period, Territory.

This policy applies only to occurrences and losses during the policy period and within the United States of America, its territories or possessions, or Canada.

EXCLUSIONS

This policy does not apply:

- (a) to liability assumed by the insured under any contract or agreement except a contract as defined herein;
- (b) to bodily injury or property damage caused intentionally by or at the direction of the insured;
- (c) to bodily injury, property damage or loss which occurs after notification to the named insured of the acceptance of the work by the governmental authority, other than bodily injury, property damage or loss resulting from the existence or removal of tools, uninstalled equipment and abandoned or unused materials;
- (d) under Coverage's A(1), B and C, to bodily injury, property damage or loss, the sole proximate cause of which is an act or omission of any insured other than acts or omissions of any designated employee of any insured;
- (e) under Coverage A, to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law; provided that the Federal Employers' Liability Act, U.S. Code (1946), Title 45, Sections 51-60, as amended, shall for the purposes of this insurance be deemed not to be any similar law;
- (f) under Coverage B, to injury to or destruction of property (1) owned by the named insured or (2) leased or entrusted to the named insured under a lease or trust agreement.
- (g) 1. Under any liability coverage, to injury, sickness, disease, death or destruction
 - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

2. Under any medical payments coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

3. Under any liability coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if

(a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;

(b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

4. As used in this exclusion:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

(b) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(c) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

with respect to injury to or destruction of property, the word "in-jury" or "destruction" includes all forms of radioactive contamination of property.

(h) under Coverage C, to loss due to nuclear reaction, nuclear radiation or radioactive contamination, or to any act or condition incident to any of the foregoing.

CONDITIONS

(The conditions, except conditions 3, 4, 5, 7, 8, 9, 10, 11 and 12, apply to all coverage's. Conditions 3, 4, 5, 7, 8, 9, 10, 11 and 12, apply only to the coverage noted thereunder.)

1. Premium.--The premium bases and rates for the hazards described in the declarations are stated therein. Premium bases and rates for hazards not so described are those applicable in accordance with the manuals in use by the company.

The term "contract cost" means the total cost of all work described in Item 6 of the declarations.

The term "rental cost" means the total cost to the Contractor for rental of work trains or other railroad equipment, including the remuneration of all employees of the insured while operating, attached to or engaged thereon. The advance premium stated in the declarations is an estimated premium only. Upon termination of this policy the earned premium shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to this insurance. If the earned premium thus computed exceeds the estimated advance premium paid, the company shall look to the Contractor specified in the declarations for any such excess; if less, the company shall return to the said Contractor the unearned portion paid.

In no event shall payment of premium be an obligation of the named insured.

2. Inspection.--The named insured shall make available to the company records of information relating to the subject matter of this insurance.

The company shall be permitted to inspect all operations in connection with the work described in Item 6 of the declarations.

3. Limits of Liability, Coverage A.--The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all damages, including damages for care and loss of services, arising out of bodily injury sustained by one person as the result of any one occurrence; the limit of such liability stated in the declarations as applicable to "each occurrence" is, subject to the above provision respecting each person, the total limit of the company's liability for all such damage arising out of bodily injury sustained by two or more persons as the result of any one occurrence.

4. Limits of Liability, Coverage's B and C.--The limit of liability under Coverages B and C stated in the declarations as applicable to "each occurrence" is the total limit of the company's liability for all damages and all loss under Coverage B and C combined arising out of physical injury to, destruction or loss of all property of one or more persons or organizations, including the loss of use of any property due to such injury or destruction under Coverage B, as the result of any one occurrence.

Subject to the above provision respecting "each occurrence," the limit of liability under Coverage's B and C stated in the declarations as "aggregate" is the total limit of the company's liability for all damages and all loss under Coverage's B and C combined arising out of physical injury to, destruction or loss of property, including the loss of use of any property due to such injury or destruction under Coverage B.

Under Coverage C, the limit of the company's liability for loss shall not exceed the actual cash value of the property, or if the loss is of a part thereof the actual cash value of such part, at time of loss, nor what it would then cost to repair or replace the property or such part thereof with other of like kind and quality.

5. Severalty of Interests, Coverage's A and B.-- The term "the insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the company's liability.

6. Notice.--In the event of an occurrence or loss, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable. If claim is made or suit is brought against the insured, he shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.

7. Assistance and Cooperation of the Insured, Coverage's A and B.--The insured shall cooperate with the company and, upon the company's request, attend hearings and trials and assist in making settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of accident.

8. Action Against Company, Coverages A and B.--No action shall lie against the company unless, as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

Coverage C.--No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy nor until 30 days after proof of loss is filed and the amount of loss is determined as provided in this policy.

9. Insured's Duties in Event of Loss, Coverage C.--In the event of loss the insured shall:

- (a) protect the property, whether or not the loss is covered by this policy, and any further loss due to the insured's failure to protect shall not be recoverable under this policy; reasonable expenses incurred in affording such protection shall be deemed incurred at the company's request;
- (b) file with the company, as soon as practicable after loss, his sworn proof of loss in such form and including such information as the company may reasonably require and shall, upon the company's re-request, exhibit the damaged property.

10. Appraisal, Coverage C.--If the insured and the company fail to agree as to the amount of loss, either may, within 60 days after the proof of loss is filed, demand an appraisal of the loss. In such event the insured and the company shall each select a competent appraiser, and the appraisers shall select a competent and disinterested umpire. The appraisers shall state separately the actual cash value and the amount of loss and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The insured and the company shall each pay his chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.

The company shall not be held to have waived any of its rights by any act relating to appraisal.

11. Payment of Loss, Coverage C.--The company may pay for the loss in money but there shall be no abandonment of the damaged property to the company.

12. No Benefit to Bailee, Coverage C.--The insurance afforded by this policy shall not inure directly or indirectly to the benefit of any carrier or bailee, other than the named insured, liable for loss to the property.

13. Subrogation.--In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

14. Application of Insurance.--The insurance afforded by this policy is primary insurance.

15. Three Year Policy.--A policy period of three years is comprised of three consecutive annual periods. Computation and adjustment of earned premium shall be made at the end of each annual period. Aggregate limits of liability as stated in this policy shall apply separately to each annual period.

16. Changes.--Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or stop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

17. Assignment.--Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon.

18. Cancellation.--This policy may be canceled by the named insured by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be canceled by the company by mailing to the named insured, Contractor and governmental authority at the respective addresses shown in this policy written notice stating when not less than 30 days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

19. Declaration.--By acceptance of this policy the named insured agrees that such statements in the declarations as are made by him are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

In witness whereof, the _____ Insurance Company has caused this policy to be signed by its president and a secretary at _____, and counter-signed on the declaration page by a duly authorized agent of the company.

(Facsimile of Signature)

(Facsimile of Signature)

Secretary

President

CERTIFICATE OF INSURANCE
Exhibit "C"

This is to certify to:

RAILROAD FILE NO.

South Magunden Overhead L/R
M.P. 317.46, Arvin Branch
San Joaquin Valley Railroad

- (1) Railroad Agreements Branch, MS #9-2/9G
Division of Engineering Services
California Department of Transportation
1801 30th Street, Sacramento, CA 95816 and to the following Railroad Company:
- (2) San Joaquin Valley Railroad Company.

that such insurance as is afforded by the policy or policies described below for bodily injury liability and property damage liability is in full force and effect as of the date of this certificate and covers the following contractor as a named insured with respect to liability for damages arising out of operations performed by or for the named insured in connection with the contract or work described below.

1. Named Insured and Address

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

2. Description of Work

Contract No. _____

<u>Coverage's</u>	<u>Policy Expiration Date</u>	<u>Limits of Liability Each Occurrence</u>	<u>Aggregate</u>
Contractor's Bodily Injury Liability and Property Damage Liability			
Umbrella or Excess Liability			

All of the coverages include coverage for the completed operations hazard, and X, C and U exposures.

Name of Insurance Company by Coverage

<u>Coverage's</u>	<u>Company</u>	<u>Policy Number</u>
<u>Bodily Injury Liability</u>	_____	_____
<u>Property Damage Liability</u>	_____	_____
<u>Umbrella or Excess Liability</u>	_____	_____

4. The policy or policies described above will not be amended, altered, modified or cancelled until thirty (30) days after written notice thereof has been given by registered mail to the Railroad named as certificate holder in this certificate

Certificate Date:

For _____
(Insurance Company)

By _____
(Authorized Agent or Representative)

State of California
Department of Transportation
DH-0S-A104(8-10-00)

CONTRACTOR'S ENDORSEMENT

A. As a condition to entering upon Railroad's right-of-way to perform work pursuant to this agreement, _____ Licensee's _____ contractor, whose address is _____ (hereinafter "Contractor), agrees to comply with and be bound by all the terms and provisions of this agreement relating to the work to be performed and the insurance requirements set forth in Section 13 of the Contract Special Provisions.

B. Before the Contractor commences any work, the Contractor will provide the Railroad with (1) a binder of insurance for the Railroad Protective Liability Insurance described in Section 13.2 of the Contract Special Provisions, and the original policy (or a certified duplicate original policy), and (2) a certificate issued by its insurance carrier providing the other insurance coverage required pursuant to Section 13.2 of the Contract Special Provisions in a policy or policies which contain the following type endorsement:

Union Pacific Railroad Company is named as an additional insured with respect to all liabilities arising out of Insured's performance of work on behalf of the State.

C. This endorsement shall be completed and directed to:

Chuck Littlefield
San Joaquin Valley Railroad
221 N. "F" Street
P. O. Box 937
Exeter, CA 93221
(559) 592-1857

CONTRACTOR (print name on above line)

By: _____

Title: _____

**ENGINEER'S ESTIMATE
06-435804**

Item	Item Code	Item	Unit of Measure	Estimated Quantity	Unit Price	Item Total
21 (F)	192003	STRUCTURE EXCAVATION (BRIDGE)	M3	320		
22 (F)	193003	STRUCTURE BACKFILL (BRIDGE)	M3	247		
23 (S)	203003	STRAW (EROSION CONTROL)	TONN	1		
24 (S)	203014	FIBER (EROSION CONTROL)	KG	150		
25 (S)	203024	COMPOST (EROSION CONTROL)	KG	550		
26 (S)	203045	PURE LIVE SEED (EROSION CONTROL)	KG	18		
27 (S)	031306	MYCORRHIZAL INOCULUM	KG	20		
28	390102	ASPHALT CONCRETE (TYPE A)	TONN	4410		
29	401000	CONCRETE PAVEMENT	M3	260		
30	401108	REPLACE CONCRETE PAVEMENT (RAPID STRENGTH CONCRETE)	M3	130		
31	402050	PAVEMENT PRESSURE RELIEF JOINT	M	132		
32 (S)	490657	600 MM CAST-IN-DRILLED-HOLE CONCRETE PILING	M	203		
33 (S)	490658	750 MM CAST-IN-DRILLED-HOLE CONCRETE PILING	M	90		
34 (S)	500010	PRESTRESSING	LS	LUMP SUM	LUMP SUM	
35 (F)	510051	STRUCTURAL CONCRETE, BRIDGE FOOTING	M3	31		
36 (F)	510053	STRUCTURAL CONCRETE, BRIDGE	M3	302		
37	049393	STRUCTURAL CONCRETE, APPROACH SLAB EXTENSION	M3	29		
38	511106	DRILL AND BOND DOWEL	M	173		
39	512258	FURNISH PRECAST PRESTRESSED CONCRETE BULB-TEE GIRDER (45 M-50 M)	EA	4		
40 (S)	512500	ERECT PRECAST PRESTRESSED CONCRETE GIRDER	EA	4		