

DEPARTMENT OF TRANSPORTATION

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September 13, 2002

07-LA-405-66.4/66.5
07-0535C4
IM-405-3(031)E

Addendum No. 3

Dear Contractor:

This addendum is being issued to the contract for construction on State highway in LOS ANGELES COUNTY IN LOS ANGELES AT WEST VAN NUYS 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 October 3, 2002. The original bid opening date was previously postponed indefinitely under Addendum No. 2 dated January 16, 2002.

This addendum is being issued to set a new bid opening date as shown herein and revise the Project Plans, the Notice to Contractors and Special Provisions, the Proposal and Contract, and the Federal Minimum Wages with Modification Number 13 dated 9-6-02. A copy of 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

Project Plan Sheets 2, 19, 20, 21, 30, 40, and 41 are revised. Half-sized copies of the revised sheets are attached for substitution for the like-numbered sheets.

In the Special Provisions, Section 10-1.02, "WATER POLLUTION CONTROL," is replaced as attached.

In the Special Provisions, Section 10-1.03, "COOPERATION," the last paragraph is revised as follows:

"It is anticipated that work by another contractor (San Fernando Valley Bus Rapid Transit Project) under contract with the Los Angeles County Metropolitan Transportation Authority may be in progress within the railroad right-of-way."

In the Special Provisions, Section 10-1.215, "MULCH (GREEN MATERIAL)," is added as attached.

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In the Special Provisions, Section 10-1.32, "COLUMN CASINGS," subsection, "GROUTING," the following paragraph is added after the first paragraph:

"For non-circular columns where the minimum gap to be filled with grout is 25 mm and the maximum gap is greater than 100 mm, aggregate shall be used to extend the grout, but only to the extent that the cement content of the grout is not less than 500 kilograms per cubic meter of grout. California Test 541 will not be required nor will the grout be required to pass through a sieve with a 1.8-mm maximum clear opening prior to being introduced into the grout pump. Aggregate shall consist of at least 70 percent fine aggregate and approximately 30 percent pea gravel, by weight. Fine aggregate shall conform to the provisions of Section 90-2, "Materials," of the Standard Specifications. The size of pea gravel shall be such that 100 percent passes the 12.5-mm sieve, a minimum 90 percent passes the 9.5-mm sieve and not more than 5 percent passes the 2.36-mm sieve."

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

In the Proposal and Contract, the Engineer's Estimate Items 12, 13, 27, and 28 are revised, Items 39, 40, 41, and 42 are added and Item 38 is deleted as attached.

To Proposal and Contract book holders:

Replace the entire Engineer's Estimate in the Proposal with the attached revised 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.

This office is sending this addendum by UPS overnight mail to Proposal and Contract book holders to ensure that each receives it.

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

10-1.02 WATER POLLUTION CONTROL

Water pollution control work shall conform to the provisions in Section 7-1.01G, "Water Pollution," of the Standard Specifications and these special provisions.

Water pollution control work shall conform to the requirements in the "Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual" and the "Construction Site Best Management Practices (BMPs) Manual," and addenda thereto issued up to, and including, the date of advertisement of the project. These manuals are hereinafter referred to respectively as the "Preparation Manual" and the "Construction Site BMPs Manual," and collectively, as the "Manuals." Copies of the Manuals may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520, and may also be obtained from the Department's Internet website at: <http://www.dot.ca.gov/hq/construc/stormwater.html>.

The Contractor shall know and fully comply with applicable provisions of the Manuals, and Federal, State, and local regulations and requirements that govern the Contractor's operations and storm water and non-storm water discharges from both the project site and areas of disturbance outside the project limits during construction. Attention is directed to Sections 7-1.01, "Laws to be Observed," and 7-1.12, "Indemnification and Insurance," of the Standard Specifications.

Water pollution control requirements shall apply to storm water and non-storm water discharges from areas outside the project site which are directly related to construction activities for this contract including, but not limited to, asphalt batch plants, material borrow areas, concrete plants, staging areas, storage yards and access roads. The Contractor shall comply with the Manuals for those areas and shall implement, inspect and maintain the required water pollution control practices. Installing, inspecting and maintaining water pollution control practices on areas outside the highway right of way not specifically arranged and provided for by the Department for the execution of this contract, will not be paid for.

The Contractor shall be responsible for penalties assessed or levied on the Contractor or the Department as a result of the Contractor's failure to comply with the provisions in this section "Water Pollution Control" including, but not limited to, compliance with the applicable provisions of the Manuals, and Federal, State and local regulations and requirements as set forth therein.

Penalties as used in this section shall include fines, penalties and damages, whether proposed, assessed, or levied against the Department or the Contractor, including those levied under the Federal Clean Water Act and the State Porter-Cologne Water Quality Control Act, by governmental agencies or as a result of citizen suits. Penalties shall also include payments made or costs incurred in settlement for alleged violations of the Manuals, or applicable laws, regulations, or requirements. Costs incurred could include sums spent instead of penalties, in mitigation or to remediate or correct violations.

RETENTION OF FUNDS

Notwithstanding any other remedies authorized by law, the Department may retain money due the Contractor under the contract, in an amount determined by the Department, up to and including the entire amount of Penalties proposed, assessed, or levied as a result of the Contractor's violation of the Manuals, or Federal or State law, regulations or requirements. Funds may be retained by the Department until final disposition has been made as to the Penalties. The Contractor shall remain liable for the full amount of Penalties until such time as they are finally resolved with the entity seeking the Penalties.

Retention of funds for failure to conform to the provisions in this section, "Water Pollution Control," shall be in addition to the other retention amounts required by the contract. The amounts retained for the Contractor's failure to conform to provisions in this section will be released for payment on the next monthly estimate for partial payment following the date when an approved WPCP has been implemented and maintained, and when water pollution has been adequately controlled, as determined by the Engineer.

When a regulatory agency identifies a failure to comply with the Manuals, or other Federal, State or local requirements, the Department may retain money due the Contractor, subject to the following:

- A. The Department will give the Contractor 30 days notice of the Department's intention to retain funds from partial payments which may become due to the Contractor prior to acceptance of the contract. Retention of funds from payments made after acceptance of the contract may be made without prior notice to the Contractor.
- B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 9-1.06, "Partial Payments," of the Standard Specifications.

C. If the Department has retained funds, and it is subsequently determined that the State is not subject to the entire amount of the Costs and Liabilities assessed or proposed in connection with the matter for which the retention was made, the Department shall be liable for interest on the amount retained for the period of the retention. The interest rate payable shall be 6 percent per annum.

During the first estimate period that the Contractor fails to conform to the provisions in this section, "Water Pollution Control," the Department may retain an amount equal to 25 percent of the estimated value of the contract work performed.

The Contractor shall notify the Engineer immediately upon request from the regulatory agencies to enter, inspect, sample, monitor, or otherwise access the project site or the Contractor's records pertaining to water pollution control work. The Contractor and the Department shall provide copies of correspondence, notices of violations, enforcement actions or proposed fines by regulatory agencies to the requesting regulatory agency.

WATER POLLUTION CONTROL PROGRAM PREPARATION, APPROVAL AND AMENDMENTS

As part of the water pollution control work, a Water Pollution Control Program (WPCP) is required for this contract. The WPCP shall conform to the provisions in Section 7-1.01G, "Water Pollution," of the Standard Specifications, the requirements in the Manuals, and these special provisions. Upon the Engineer's approval of the WPCP, the WPCP shall be considered to fulfill the provisions in Section 7-1.01G, "Water Pollution," of the Standard Specifications for development and submittal of a Water Pollution Control Program.

No work having potential to cause water pollution, shall be performed until the WPCP has been approved by the Engineer. Approval shall not constitute a finding that the WPCP complies with applicable requirements of the Manuals and applicable Federal, State and local laws, regulations, and requirements.

The Contractor shall designate a Water Pollution Control Manager. The Water Pollution Control Manager shall be responsible for the preparation of the WPCP and required modifications or amendments, and shall be responsible for the implementation and adequate functioning of the various water pollution control practices employed. The Contractor may designate different Water Pollution Control Managers to prepare the WPCP and to implement the water pollution control practices. The Water Pollution Control Managers shall serve as the primary contact for issues related to the WPCP or its implementation. The Contractor shall assure that the Water Pollution Manager(s) have adequate training and qualifications necessary to prepare the WPCP, implement and maintain water pollution control practices.

Within 10 working days after the approval of the contract, the Contractor shall submit 3 copies of the draft WPCP to the Engineer. The Engineer will have 10 working days to review the WPCP. If revisions are required, as determined by the Engineer, the Contractor shall revise and resubmit the WPCP within 10 working days of receipt of the Engineer's comments. The Engineer will have 5 working days to review the revisions. Upon the Engineer's approval of the WPCP, 4 approved copies of the WPCP, incorporating the required changes, shall be submitted to the Engineer. In order to allow construction activities to proceed, the Engineer may conditionally approve the WPCP while minor revisions are being completed. In the event the Engineer fails to complete the review within the time allowed, and if, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay in completing the review, the Contractor will be compensated for resulting losses, and an extension of time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

The WPCP shall incorporate water pollution control practices in the following categories:

- A. Soil stabilization.
- B. Sediment control.
- C. Wind erosion control.
- D. Tracking control.
- E. Non-storm water management.
- F. Waste management and materials pollution control.

The Contractor shall develop a Water Pollution Control Schedule that describes the timing of grading or other work activities that could affect water pollution. The Water Pollution Control Schedule shall be updated by the Contractor to reflect changes in the Contractor's operations that would affect the necessary implementation of water pollution control practices.

The Contractor shall complete the BMP checklists for each of the six categories presented in Section 3 of the Preparation Manual and shall incorporate the completed checklists and water pollution control practices into Sections 30.1, 30.2, and 30.3 of the WPCP. Water pollution control practices include the "Minimum Requirements" and other Contractor-selected water pollution control practices from the BMP checklists and "Project-Specific Minimum Requirements" identified in the Water Pollution Control Cost Break-Down of this section.

The WPCP shall include, but not be limited to, the items described in the Manuals and related information contained in the contract documents.

The Contractor shall prepare an amendment to the WPCP when there is a change in construction activities or operations which may affect the discharge of pollutants to surface waters, ground waters, municipal storm drain systems, or when the Contractor's activities or operations violate Federal, State or local regulations, or when directed by the Engineer. Amendments shall identify additional water pollution control practices or revised operations, including those areas or operations not identified in the initially approved WPCP. Amendments to the WPCP shall be prepared and submitted for review and approval within a time approved by the Engineer, but in no case longer than the time specified for the initial submittal and review of the WPCP.

The Contractor shall keep one copy of the approved WPCP and approved amendments at the project site. The WPCP shall be made available upon request by a representative of the Regional Water Quality Control Board, State Water Resources Control Board, United States Environmental Protection Agency, or the local storm water management agency. Requests by the public shall be directed to the Engineer.

COST BREAK-DOWN

The Contractor shall include a Water Pollution Control Cost Break-Down in the WPCP which itemizes the contract lump sum for water pollution control work. The Contractor shall use the Water Pollution Control Cost Break-Down provided in this section as the basis for the cost break-down submitted with the WPCP. The Contractor shall use the Water Pollution Control Cost Break-Down to identify items, quantities and values for water pollution control work, excluding Temporary Water Pollution Control Practices for which there is a separate bid item. The Contractor shall be responsible for the accuracy of the quantities and values used in the cost break-down submitted with the WPCP. Partial payment for the item of water pollution control will not be made until the Water Pollution Control Cost Break-Down is approved by the Engineer.

Line items indicated in the Water Pollution Control Cost Break-Down in this section with a specified Estimated Quantity shall be considered a "Project-Specific Minimum Requirement." The Contractor shall incorporate the items with Contractor-designated quantities and values into the Water Pollution Control Cost Break-Down submitted with the WPCP.

Line items indicated in the Water Pollution Control Cost Break-Down in this section without a specified Estimated Quantity shall be considered by the Contractor for selection to meet the applicable "Minimum Requirements" as defined in the Manuals, or for other water pollution control work as identified in the BMP checklists presented in Section 3 of the Preparation Manual. In the Water Pollution Control Cost Break-Down submitted with the WPCP, the Contractor shall list only those water pollution control practices selected for the project, including quantities and values required to complete the work for those items.

The sum of the amounts for the items of work listed in the Water Pollution Control Cost Break-Down shall be equal to the contract lump sum price bid for water pollution control. Overhead and profit, shall be included in each individual item listed in the cost break-down.

WATER POLLUTION CONTROL COST BREAK-DOWN**Contract No. 07-0535C4**

ITEM	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	VALUE	AMOUNT
SS-3	Hydraulic Mulch	M2	30.2		
SS-4	Hydro seeding	M2	30.2		
SS-5	Soil Binders	M2	30.2		
SS-6	Straw Mulch	M2	30.2		
SS-7	Geotextiles, Plastic Covers & Erosion Control Blankets/Mats	M2	30.2		
SC-7	Street Sweeping and Vacuuming	LS	LUMP SUM		
WE-1	Wind Erosion Control	LS	LUMP SUM		
NS-6	Illicit Connection/Illegal Discharge Detection and Reporting	LS	LUMP SUM		
NS-8	Vehicle and Equipment Cleaning	LS	LUMP SUM		
NS-9	Vehicle and Equipment Fueling	LS	LUMP SUM		
NS-10	Vehicle and Equipment Maintenance	LS	LUMP SUM		
WM-1	Material Delivery and Storage	LS	LUMP SUM		
WM-2	Material Use	LS	LUMP SUM		
WM-4	Spill Prevention and Control	LS	LUMP SUM		
WM-5	Solid Waste Management	LS	LUMP SUM		
WM-9	Sanitary/Septic Waste Management	LS	LUMP SUM		

TOTAL _____

Adjustments in the items of work and quantities listed in the approved cost break-down shall be made when required to address amendments to the WPCP, except when the adjusted items are paid for as extra work.

No adjustment in compensation will be made to the contract lump sum price paid for water pollution control due to differences between the quantities shown in the approved cost break-down and the quantities required to complete the work as shown on the approved WPCP. No adjustment in compensation will be made for ordered changes to correct WPCP work resulting from the Contractor's own operations or from the Contractor's negligence.

The approved cost break-down will be used to determine partial payments during the progress of the work and as the basis for calculating the adjustment in compensation for the item of water pollution control due to increases or decreases of quantities ordered by the Engineer. When an ordered change increases or decreases the quantities of an approved cost break-down item, the adjustment in compensation will be determined in the same manner specified for increases and decreases in the quantity of a contract item of work in conformance with the provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications. If an ordered change requires a new item which is not on the approved cost break-down, the adjustment in compensation will be determined in the same manner specified for extra work in conformance with Section 4-1.03D, "Extra Work," of the Standard Specifications.

If requested by the Contractor and approved by the Engineer, changes to the water pollution control practices listed in the approved cost break-down, including addition of new water pollution control practices, will be allowed. Changes shall be included in the approved amendment of the WPCP. If the requested changes result in a net cost increase to the lump sum price for water pollution control, an adjustment in compensation will be made without change to the water pollution control item. The net cost increase to the water pollution control item will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications.

WPCP IMPLEMENTATION

Unless otherwise specified, upon approval of the WPCP, the Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting, maintaining, removing, and disposing of the water pollution control practices specified in the WPCP and in the amendments. Unless otherwise directed by the Engineer, the Contractor's responsibility for WPCP implementation shall continue throughout any temporary suspension of work ordered in conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications. Requirements for installation, construction, inspection, maintenance, removal, and disposal of water pollution control practices shall conform to the requirements in the Manuals and these special provisions.

If the Contractor or the Engineer identifies a deficiency in the implementation of the approved WPCP or amendments, the deficiency shall be corrected immediately. The deficiency may be corrected at a later date and time if requested by the Contractor and approved by the Engineer in writing, but shall be corrected prior to the onset of precipitation. If the Contractor fails to correct the identified deficiency by the date agreed or prior to the onset of precipitation, the project shall be in nonconformance with this section. Attention is directed to Section 5-1.01, "Authority of Engineer," of the Standard Specifications, and to "Retention of Funds" of this section for possible nonconformance penalties.

If the Contractor fails to conform to the provisions of this section, "Water Pollution Control," the Engineer may order the suspension of construction operations until the project complies with the requirements of this section.

Implementation of water pollution control practices may vary by season. The Construction Site BMPs Manual and these special provisions shall be followed for control practice selection of year-round, rainy season and non-rainy season water pollution control practices.

Year-Round Implementation Requirements

The Contractor shall have a year-round program for implementing, inspecting and maintaining water pollution control practices for wind erosion control, tracking control, non-storm water management, and waste management and materials pollution control.

The National Weather Service weather forecast shall be monitored and used by the Contractor on a daily basis. An alternative weather forecast proposed by the Contractor may be used if approved by the Engineer. If precipitation is predicted, the necessary water pollution control practices shall be deployed prior to the onset of the precipitation.

Disturbed soil areas shall be considered active whenever the soil disturbing activities have occurred, continue to occur or will occur during the ensuing 21 days. Nonactive areas shall be protected as prescribed in the Construction Site BMPs Manual within 14 days of cessation of soil disturbing activities or prior to the onset of precipitation, whichever occurs first.

Soil stabilization and sediment control practices conforming to the requirements of these special provisions shall be provided throughout the rainy season, defined as between October 1 and May 1.

An implementation schedule of required soil stabilization and sediment control practices for disturbed soil areas shall be completed no later than 20 days prior to the beginning of each rainy season. The implementation schedule shall identify the soil stabilization and sediment control practices and the dates when the implementation will be 25 percent, 50 percent and 100 percent complete, respectively. For construction activities beginning during the rainy season, the Contractor shall implement applicable soil stabilization and sediment control practices.

Non-Rainy Season Implementation Requirements

The non-rainy season shall be defined as days outside the defined rainy season. The Contractor's attention is directed to the Construction Site BMPs Manual for soil stabilization and sediment control implementation requirements on disturbed soil areas during the non-rainy season. Disturbed soil areas within the project shall be protected in conformance with the requirements in the Construction Site BMPs Manual with an effective combination of soil stabilization and sediment control.

MAINTENANCE

To ensure the proper implementation and functioning of water pollution control practices, the Contractor shall regularly inspect and maintain the construction site for the water pollution control practices identified in the WPCP. The construction site shall be inspected by the Contractor as follows:

- A. Prior to a forecast storm.
- B. After a precipitation event which causes site runoff.
- C. At 24 hour intervals during extended precipitation events.
- D. Routinely, a minimum of once every two weeks outside of the defined rainy season.
- E. Routinely, a minimum of once every week during the defined rainy season.

The Contractor shall use the Storm Water Quality Construction Site Inspection Checklist provided in the Preparation Manual or an alternative inspection checklist provided by the Engineer. One copy of each site inspection record shall be submitted to the Engineer within 24 hours of completing the inspection.

REPORTING REQUIREMENTS

Report of Discharges, Notices or Orders

If the Contractor identifies discharges into surface waters or drainage systems in a manner causing, or potentially causing, a condition of pollution, or if the project receives a written notice or order from a regulatory agency, the Contractor shall immediately inform the Engineer. The Contractor shall submit a written report to the Engineer within 7 days of the discharge event, notice or order. The report shall include the following information:

- A. The date, time, location, nature of the operation, and type of discharge, including the cause or nature of the notice or order.
- B. The water pollution control practices deployed before the discharge event, or prior to receiving the notice or order.
- C. The date of deployment and type of water pollution control practices deployed after the discharge event, or after receiving the notice or order, including additional measures installed or planned to reduce or prevent reoccurrence.
- D. An implementation and maintenance schedule for affected water pollution control practices.

Report of First-Time Non-Storm Water Discharge

The Contractor shall notify the Engineer at least 3 days in advance of first-time non-storm water discharge events. The Contractor shall notify the Engineer of the operations causing non-storm water discharges and shall obtain field approval for first-time non-storm water discharges. Non-storm water discharges shall be monitored at first-time occurrences and routinely thereafter.

PAYMENT

The contract lump sum price paid for prepare water pollution control program shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in developing, preparing, obtaining approval of, revising, and amending the WPCP, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Attention is directed to Section 9-1.06, "Partial Payments," and Section 9-1.07, "Payment After Acceptance," of the Standard Specifications. Payments for Prepare Water Pollution Control Program will be made as follows:

- A. After the WPCP has been approved by the Engineer, 75 percent of the contract item price for Prepare Water Pollution Control Program will be included in the monthly partial payment estimate.
- B. After acceptance of the contract in conformance with the provisions in Section 7-1.17, "Acceptance of Contract," of the Standard Specifications, payment for the remaining 25 percent of the contract item price for Prepare Water Pollution Control Program will be made in conformance with the provisions in Section 9-1.07.

The contract lump sum price paid for water pollution control shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing, constructing, maintaining, removing, and disposing of water pollution control practices, including non-storm water management, and waste management and materials pollution water pollution control practices, except those for which there is a contract item of work as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Water pollution control practices for which there is a contract item of work will be measured and paid for as that contract item of work.

10-1.215 MULCH (GREEN MATERIAL)

Mulch shall be woody material. Woody materials shall consist of chipped, shredded or ground green materials such as shrubs, tree trimmings or clean processed wood products.

Deleterious materials such as rocks, glass, plastics, metals, clods, weeds, weed seeds, coarse objects, sticks larger than the specified particle size, salts, paint, petroleum products, pesticides or other chemical residues that would be harmful to plant or animal life shall not exceed 0.1-percent of the mulch volume. Chipping shall include shredding, grinding or other methods used to reduce mulch materials to the specified size.

Green materials shall be processed and have reached an internal temperature of 56°C for a minimum of 15 consecutive days. During the processing period, the green material shall have been turned a minimum of 5 times.

Green material shall have a particle size conforming to the provisions for shredded bark in Section 20-2.08, "Mulch," of the Standard Specifications.

Mulch placed in areas outside of plant basins shall be spread to a uniform depth of 100 mm.

SECTION 13. RAILROAD RELATIONS AND INSURANCE REQUIREMENTS

SECTION 13-1. RELATIONS WITH RAILROAD COMPANY

13-1.01 GENERAL.- The term "Railroad" shall be understood to mean the Los Angeles County Metropolitan Transportation Authority.

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 any of the work to be performed by the Railroad.

The Contractor must understand the Contractor's right to enter Railroads 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/or operations.

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

- **RAILROAD REQUIREMENTS.** The contractor shall notify Mr. John C. Higgins, Manager Third Party Administrator, One Gateway Plaza, Los Angeles, CA-90012, Telephone: (213) 922-7255 (FAX 213-922-7392) and the Engineer, in writing, at least ten (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, in order to expedite the work and to 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 the proper manner of 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 his work in such manner and at such times as shall 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 necessary to keep railroad facilities, including track ballast, free of sand or debris resulting from his operations. Any 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 co-ordinate with the Railroad and the Telecommunication Company(ies) to arrange for relocation or other protection of the system prior to beginning any work on or near Railroad Property.

The Contractor shall not pile or store any materials nor park any equipment closer than 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:

12'-0" horizontally from centerline of track
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 fifteen 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 8'-6" horizontally from centerline of the nearest track, if tangent, or 9'-6" if curved.

Any infringement on the above temporary construction clearances due to the Contractor's operations shall be submitted to the Railroad by way of 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 there over. 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 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 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, falsework and survey data of the proposed columns shall be submitted to the Engineer for review prior to submittal to Railroad for final approval. Shoring, falsework and survey data on the plans and calculations shall be prepared and signed by a registered professional engineer. This work shall not be undertaken until such time as the Railroad has given such approval, review by Railroad may take up to six (6) weeks after receipt of all necessary information.

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 will not be permitted to proceed with work across railroad tracks unless this requirement has been met. No extension of time or extra compensation will be allowed in the event that the Contractor's work is delayed because of his 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, Contractor must first obtain permission from Railroad. Should Railroad approved the crossing, Contractor may be required to execute a private crossing agreement. By this agreement, the Contractor would be required to bear the cost of the crossing surface, together with any warning devices that might be required. Contractor shall furnish his own employees as flagmen to control movements of vehicles on the private roadway and shall take all measures necessary to prevent the use of such roadway by unauthorized persons and vehicles.

No blasting will be permitted by Contractor unless 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 all of Contractor's tools, implements and other materials, whether brought upon said premises by said Contractor or any subcontractor, employee or agent of Contractor or of any subcontractor, and cause said premises to be left in a clean and presentable condition.

All 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 kept a minimum of 20 feet from the centerline of the nearest track. If the pipe to be installed under the track is four (4) inches in diameter or less, the top of the pipe shall be at least 42 inches below base of rail. If the pipe diameter is greater than four (4) inches in diameter, it must be encased and the top of the steel pipe casing shall be at least 66 inches below base of rail. Installation of any pipe or conduit under Railroad's tracks is to be done by dry bore and jack method. No hydraulic jacking or boring will be permitted. Care is to be exercised so as not to damage any underground facilities of Railroad.

13-1.03 PROTECTION OF RAILROAD FACILITIES

(1). Upon advance notification of not less than ten (10) working days by Contractor, Railroad representatives, conductors, flagmen or watchmen will be provided by Railroad to protect its facilities, property and movements of its trains or engines. Said notice shall be made to Mr. John C. Higgins of Railroad at Telephone: (213) 922-7255. At the time of such notification, Contractor shall provide Railroad with a schedule of dates that flagging services will be needed, as well as times, if outside normal working hours. Any subsequent deviation from said schedule shall also require ten (10) working days advance notice from the first affected date. In general, 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, falsework for the structure widening 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.

(2) 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 20 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 20 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 work by Railroad will be performed by its own 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".

13-1.05 DELAYS DUE TO WORK BY RAILROAD.-No delays due to work by 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.

13-1.05 LEGAL RELATIONS. - The provisions of this section, "Relations with Railroad Company" and the provisions of the following section, "Railroad Protective Insurance," of these special provisions shall inure directly to the benefit of Railroad

SECTION 13-2. RAILROAD PROTECTIVE INSURANCE

The term "Railroad" shall be understood to mean the Los Angeles County Metropolitan Transportation Authority.

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:

Mr. John C. Higgins,
Manager, Third Party Administrator
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza – 16th Floor
Los Angeles, CA 90012-2932

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 therefore 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 0.01. Approximate daily train traffic is 0 passenger trains and 0 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.

Railroad Protective Liability Form

(Name of Insurance Company)

DECLARATIONS

Item 1. Named Insured:

Los Angeles County Transportation Authority
One Gateway Plaza- 16th Floor
Los Angeles, California 90012-2932

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

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, California 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 there from, 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 insured 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 governmental 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,

(c) 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,

(d) 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 "injury" 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 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 countersigned 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.:

- (1) Railroad Agreements Branch, MS #9-2/9G
Division of Engineering Services
California Department of Transportation
State of California
1801 30th Street, Sacramento, California 95816
- (2) and Los Angeles County Transportation Authority

PUC No. BY-456.80A

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>
Bodily Injury Liability	_____	_____
Property Damage Liability	_____	_____
Umbrella or Excess Liability	_____	_____

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(8-10-99)

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:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY 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:

Mr. John C. Higgins, Manager, Third Party Administrator
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, 16th Floor, Los Angeles, Ca. 90012-2932

CONTRACTOR (print name on above line)

By: _____

ENGINEER'S ESTIMATE

07-0535C4

Item	Item Code	Item	Unit of Measure	Estimated Quantity	Unit Price	Item Total
1 (S)	120090	CONSTRUCTION AREA SIGNS	LS	LUMP SUM	LUMP SUM	
2 (S)	120100	TRAFFIC CONTROL SYSTEM	LS	LUMP SUM	LUMP SUM	
3 (S)	120165	CHANNELIZER (SURFACE MOUNTED)	EA	14		
4	129000	TEMPORARY RAILING (TYPE K)	M	180		
5 (S)	129100	TEMPORARY CRASH CUSHION MODULE	EA	14		
6	150662	REMOVE METAL BEAM GUARD RAILING	M	38		
7	150806	REMOVE PIPE	M	69		
8	150820	REMOVE INLET	EA	2		
9	157560	BRIDGE REMOVAL (PORTION)	LS	LUMP SUM	LUMP SUM	
10	190105	ROADWAY EXCAVATION (TYPE Z-2) (AERIALY DEPOSITED LEAD)	M3	22		
11	190110	LEAD COMPLIANCE PLAN	LS	LUMP SUM	LUMPSUM	
12 (F)	192003	STRUCTURE EXCAVATION (BRIDGE)	M3	151		
13 (F)	193003	STRUCTURE BACKFILL (BRIDGE)	M3	123		
14	208038	NPS 3 SUPPLY LINE (BRIDGE)	M	121		
15	260201	CLASS 2 AGGREGATE BASE	M3	4		
16	390103	ASPHALT CONCRETE (TYPE B)	TONN	49		
17 (S)	490657	600 MM CAST-IN-DRILLED-HOLE CONCRETE PILING	M	119		
18 (S)	490663	1.5 M CAST-IN-DRILLED-HOLE CONCRETE PILING	M	35		
19 (S)	500001	PRESTRESSING CAST-IN-PLACE CONCRETE	LS	LUMP SUM	LUMP SUM	
20 (F)	510053	STRUCTURAL CONCRETE, BRIDGE	M3	215		

ENGINEER'S ESTIMATE

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Item	Item Code	Item	Unit of Measure	Estimated Quantity	Unit Price	Item Total
21 (F)	510086	STRUCTURAL CONCRETE, APPROACH SLAB (TYPE N)	M3	22		
22 (F)	510502	MINOR CONCRETE (MINOR STRUCTURE)	M3	4		
23	511106	DRILL AND BOND DOWEL	M	6		
24 (S-F)	048855	SOUND WALL (BARRIER)(MASONRY BLOCK) (BRIDGE)	M2	253		
25 (S)	519142	JOINT SEAL (MR 40 MM)	M	16		
26 (S)	520102	BAR REINFORCING STEEL (BRIDGE)	KG	49 480		
27 (S-F)	540101	ASPHALT MEMBRANE WATERPROOFING	M3	213		
28 (S-F)	550110	COLUMN CASING	KG	72 200		
29	669034	450 MM CORRUGATED STEEL PIPE CONDUIT (2.01 MM THICK)	M	19		
30	690166	450 MM CORRUGATED STEEL PIPE DOWNDRAIN (2.01 MM THICK)	M	35		
31 (S-F)	750001	MISCELLANEOUS IRON AND STEEL	KG	554		
32 (F)	833187	CONCRETE BARRIER (TYPE 27 MODIFIED)	M	87		
33	860791	COMMUNICATION CONDUIT	M	16		
34 (F)	860792	COMMUNICATION CONDUIT (BRIDGE)	M	210		
35	860796	SPRINKLER CONTROL CONDUIT (BRIDGE)	M	110		
36	869035	NO. 5 PULL BOX	EA	2		
37	869038	NO. 6(T) PULL BOX	EA	2		
38	BLANK					
39	074017	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	LUMP SUM	LUMP SUM	
40	074020	WATER POLLUTION CONTROL	LS	LUMP SUM	LUMP SUM	

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Item	Item Code	Item	Unit of Measure	Estimated Quantity	Unit Price	Item Total
41	202011	MULCH	M3	140		
42	999990	MOBILIZATION	LS	LUMP SUM	LUMP SUM	

TOTAL BID: _____