

GENERAL CONSTRUCTION AGREEMENT

**(FOR CONSTRUCTION PROJECTS PERFORMED BY AN AGENCY'S
CONTRACTOR ON OR ADJACENT TO BNSF'S PROPERTY)**

BNSF File No.: BF10012142

Mile Post 1057.55

Line Segment 7200

U.S. DOT Number: NA

Stockton Subdivision

This General Construction Agreement ("Agreement") is entered into effective as of _____, by and between City of Merced ("Agency"), and BNSF RAILWAY COMPANY ("Railway").

WHEREAS, Railway operates a freight transportation system by rail with operations throughout the United States and Canada; and

WHEREAS, CITY OF MERCED desires to perform certain construction services adjacent to and upon Railway's right of way and/or property, and Railway is willing to allow such services to be performed; and

WHEREAS, Railway does not have connectivity to the track structure within the existing multiuse path; and

WHEREAS, if in the future, Railway requires to construct a new track through the new path, Agency shall remove path to allow for new track construction, and reinstall with a design that is acceptable to Railway. The cost will be borne by Agency.

NOW, THEREFORE, in consideration of Railway entering this Agreement with Agency and granting Agency permission to enter upon the Premises (defined herein), Agency agrees with Railway as follows:

SECTION 1. SCOPE OF SERVICES

Agency will perform the following services, hereinafter described as "Work": Removal of existing multiuse path, removal and proper disposal of severed railroad track bed and ballast material, installation of new multiuse path per the approved plan in Exhibit A.

Performance of the Work will necessarily require agency and any sub-contractors hired by Agency to enter Railway's right of way and property ("Premises") as shown in Exhibit B. Agency agrees that no work will be commenced on the Premises until (i) this Agreement is executed by both Agency and Railway; and (ii) Agency provides the Railway with the insurance contemplated herein. Agency further agrees that if this Agreement is not executed by the City Manager of the Agency, Agency will furnish Railway with evidence certifying that the signatory is empowered to execute this Agreement.

SECTION 2. PAYMENT OF FEES

Railway will not be responsible for paying Agency for the Work performed under this Agreement.

SECTION 3. RELEASE OF LIABILITY AND INDEMNITY

Agency hereby waives, releases, indemnifies, defends and holds harmless Railway for, from and against all judgments, awards, claims, demands, and expenses (including attorney's fees), for injury or death to all persons, including Railway's and Agency's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Agency's or any of Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right of way. **THE LIABILITY ASSUMED BY AGENCY WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF RAILWAY.**

THE INDEMNIFICATION OBLIGATION ASSUMED BY AGENCY INCLUDES ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE BOILER INSPECTION ACT, WHENEVER SO CLAIMED.

Agency further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Agency under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Agency, in writing, of the receipt or pendency of such claims and thereupon Agency must proceed to adjust and handle to a conclusion such claims, and in the event of a brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Agency, and Agency, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.

It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement will survive any termination of this Agreement.

SECTION 4. INSURANCE

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

- A. Commercial General Liability insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000 but in no event less than the amount otherwise carried by the Agency. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limit to the following:

- ◆ Bodily Injury and Property Damage
- ◆ Personal Injury and Advertising Injury
- ◆ Fire legal liability

- ◆ Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- ◆ The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- ◆ Waiver of subrogation in favor of and acceptable to Railway.
- ◆ Additional insured endorsement in favor of and acceptable to Railway.
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to *Railway* employees.

No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.

B. Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- ◆ Bodily injury and property damage
- ◆ Any and all vehicles owned, used or hired

The policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- ◆ Waiver of subrogation in favor of and acceptable to Railway.
- ◆ Additional insured endorsement in favor of and acceptable to Railway.
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

C. Workers Compensation and Employers Liability insurance including coverage for, but not limited to:

- ◆ Agency's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
- ◆ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- ◆ Waiver of subrogation in favor of and acceptable to Railway.

A. Railroad Protective Liability insurance naming only the ***Railway*** as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 12 04 and include the following:

- ◆ Endorsed to include the Pollution Exclusion Amendment
- ◆ Endorsed to include the Limited Seepage and Pollution Endorsement.
- ◆ Endorsed to remove any exclusion for punitive damages.
- ◆ No other endorsements restricting coverage may be added.
- ◆ The original policy must be provided to the ***Railway*** prior to performing any work or services under this Agreement
- ◆ Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured' care, custody, and control arising out of the acts or omissions of the contractor named on the Declarations.

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate (if available) in Railway's Blanket Railroad Protective Liability Insurance Policy.

Other Requirements:

Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.

Agency agrees to waive its right of recovery against **Railway** for all claims and suits against **Railway**. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against **Railway** for all claims and suits. Agency further waives its right of recovery, and its insurers also waive their right of subrogation against **Railway** for loss of its owned or leased property or property under Agency's care, custody, or control.

Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

Agency is not allowed to self-insure without the prior written consent of **Railway**. If granted by **Railway**, self-insured retention or other financial responsibility for claims shall be covered directly by Agency in lieu of insurance. Any and all **Railway** liabilities that would otherwise, in accordance with the provisions of this **Agreement**, be covered by Agency's insurance will be covered as if Agency elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Prior to commencing the Work, Agency shall furnish to **Railway** an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments. The certificate should be directed to the following addresses:

BNSF Railway Company
c/o CertFocus
P.O. Box 140528
Kansas City, MO 64114
Toll Free: 877-576-2378
Fax number: 817-840-7487
Email: BNSF@certfocus.com
www.certfocus.com

Agency or its insurer shall notify **Railway** in writing at least 30 days prior to any cancellation, non-renewal, substitution, or material alteration.

Any insurance policy must be written by a reputable insurance company acceptable to **Railway** or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provide.

If coverage is purchased on a "claims made" basis, Agency hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this contract. Annually, Agency agrees to provide evidence of such coverage as required hereunder.

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

Not more frequently than once every five years, *Railway* may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by Agency, Agency shall require that the subcontractor shall provide and maintain the insurance coverage(s) set forth herein, naming *Railway* as an additional insured, and shall require that the subcontractor shall release, defend, and indemnify *Railway* to the same extent and under the same terms and conditions as Contractor is required to release, defend, and indemnify *Railway* herein.

Failure to provide evidence as required by this section shall entitle, but not require, *Railway* to terminate this *Agreement* immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Agency's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by Agency shall not be deemed to release or diminish the liability of Agency including, without limitation, liability under the indemnity provisions of this *Agreement*. Damages recoverable by *Railway* shall not be limited by the amount of the required insurance coverage.

In the event of a claim or lawsuit involving *Railway* arising out of this agreement, Agency will make available any required policy covering such claim or lawsuit.

These insurance provisions are intended to be a separate and distinct obligation on the part of the Agency. Therefore, these provisions shall be enforceable and Contractor shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.

For purposes of this section, *Railway* means "Burlington Northern Santa Fe LLC", "BNSF RAILWAY COMPANY" and the subsidiaries, successors, assigns and affiliates of each.

The Contractor must observe and comply with all provisions, obligations, requirements and limitations contained in the Contract, and the Contractor Requirements set forth on Exhibit "C" attached to the Contract and this Agreement, including, but not be limited to, payment of all costs incurred for any damages to Railway roadbed, tracks, and/or appurtenances thereto, resulting from use, occupancy, or presence of its employees, representatives, or agents or subcontractors on or about the construction site. Contractor shall execute a Temporary Construction Crossing

Agreement or Private Crossing Agreement (<http://www.bnsf.com/communities/faqs/permits-real-estate/>), for any temporary crossing requested to aid in the construction of this Project, if approved by BNSF.

SECTION 5. Intentionally left blank

SECTION 6. Intentionally left blank

SECTION 7. INDEPENDENT CONTRACTOR

Agency is considered an independent contractor under this Agreement and neither Agency nor any of its employees, subcontractors, agents or servants are considered employees of Railway in any respect. Agency has the exclusive right and duty to control the work of its employees. All persons employed by Agency or any of its subcontractors under this Agreement are the sole employees of Agency or its subcontractors. Agency will be given general directions and instructions regarding the Work to be performed under this Agreement; however, direct supervision of Agency's employees will be Agency's responsibility and obligation.

SECTION 8. TRAIN DELAYS

Contractor is responsible for and hereby indemnifies and holds harmless Railway (including its affiliated railway companies, and its tenants) for, from and against all damages arising from any unscheduled delay to a freight or passenger train which affects Railway's ability to fully utilize its equipment and to meet customer service and contract obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment, contractual loss of incentive pay and bonuses and contractual penalties resulting from train delays, whether caused by Contractor, or subcontractors, or by the Railway performing work under this Agreement. Railway agrees that it will not perform any act to unnecessarily cause train delay.

For loss of use of equipment, Contractor will be billed the current freight train hour rate per train as determined from Railway's records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.

Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway and its customer(s). Under these arrangements, if Railway does not meet its contract

service commitments, Railway may suffer loss of performance or incentive pay and/or be subject to penalty payments. Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.

The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway confidentiality obligations. Damages for train delay are currently \$382.20 per hour per incident. **THE RATE THEN IN EFFECT AT THE TIME OF PERFORMANCE BY THE CONTRACTOR HEREUNDER WILL BE USED TO CALCULATE THE ACTUAL COSTS OF TRAIN DELAY PURSUANT TO THIS AGREEMENT.**

Contractor and its subcontractors must give Railway's representative (Roadmaster Casey Nolan) 4 weeks advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the project. Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor's expenses for the project.

Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

Agency

BNSF Railway Company

By: _____

By: _____

Printed Name: _____

Name: _____

Manager Public Projects

Title: _____

Accepted and effective this _____ day
of _____ 20____.

Contact Person: _____

Address: _____

City: _____

State: _____ Zip: _____

Fax: _____

Phone: _____

E-mail: _____

APPROVED AS TO FORM:

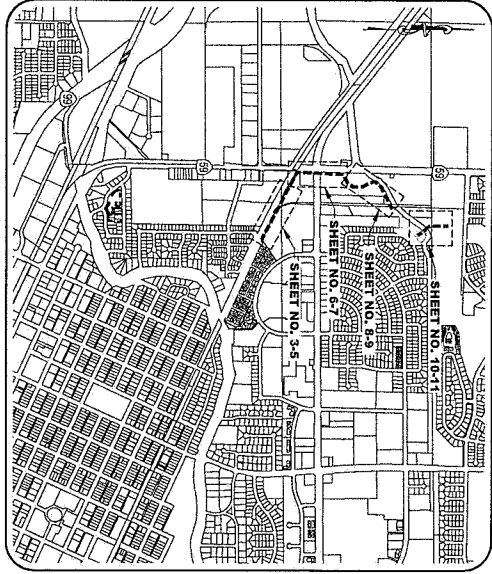
K. Flores 2.20.18

Exhibit A

[Insert drawing of the Project and/or Structure]

Exhibit A

LOCATION MAP AND SHEET LAYOUT



CITY OF MERCED PROJECT NO. 111066 CML-5085(029)

CMAQ WESTERLY BIKE PATH CONNECTION

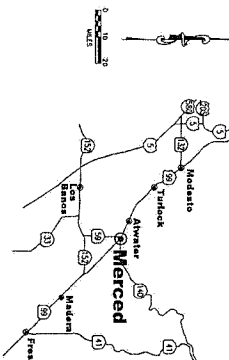
TOPOGRAPHIC SYMBOLS

◆ BENCHMARK	○ HILLY TERRAIN
▤ STRUCTURE	○ TELEPHONE TOWER
▥ BRIDGE	○ TOWER
▧ SAND	○ UTILITY MANHOLE
▨ ROCK	○ UTILITY MANHOLE
▩ TYPICAL	○ UTILITY MANHOLE
◌ CLEAN OUT	○ POWER POLE
◌ ELECTRIC	○ ROCK
◌ ELECTRIC MANHOLE	○ SAND MANHOLE
◌ ELECTRIC POLE	○ SCREW CLEANOUT
◌ FOUND MANHOLE	○ STOP SIGN
◌ FINE HYDRANT	○ STREET LIGHT
◌ GAS VALVE	○ SYMBOL CONTROL BOX
◌ INHIBITORY CONTROL BOX	○ TELEPHONE
◌ IRRIGATION WATER	○ TREE
◌ MAIL BOX	○ TRUCK SIGN
○ MAIL	○ WATER METER
○ MAIL BOX	○ WATER VALVE

LEGEND

EXISTING	PROPOSED
PROPERTY LINE	PROPERTY LINE
CONTRIBUTORY	CONTRIBUTORY
DATE AND SHEET	DATE AND SHEET
CONCRETE STRUCTURE OR BRIDGE	CONCRETE STRUCTURE OR BRIDGE
AS PAVED	AS PAVED
EDGE OF PAVED SURFACE	EDGE OF PAVED SURFACE
UTILITY (CONCRETE)	UTILITY (CONCRETE)
SIGN MANHOLE	SIGN MANHOLE
CHUTE MANHOLE	CHUTE MANHOLE
DRIVE BOX OR WALL	DRIVE BOX OR WALL
WARRANT	WARRANT
CULVERT	CULVERT
SUBJECT ELEVATION	SUBJECT ELEVATION
UTILITY STANDS	UTILITY STANDS
UTILITY STAND	UTILITY STAND
SECTION NO.	SECTION NO.
SHEET NO.	SHEET NO.
SHEET NO.	SHEET NO.

VICINITY MAP



UTILITY COMPANY CONTACTS		
PACIFIC GAS AND ELECTRIC	(209) 794-4333	
SAN JOAQUIN VALLEY WATER	(209) 254-2410	
CONCRETE CONTRACTORS	(209) 753-7177	
CONCRETE CONTRACTORS	(209) 466-4222	
CONCRETE CONTRACTORS	(209) 324-2410	
CONCRETE CONTRACTORS	(209) 324-2410	
CONCRETE CONTRACTORS	(209) 324-2410	

BENCHMARK
NMS 161669 AT HIGHWAY 99 AND BLACK MANGO CREEK
ELEVATION 166.75 (NAD 83)

APPROVALS

**CITY OF MERCED
DEVELOPMENT SERVICES
ENGINEER/ARCHITECT**
423 N. 5th St., Merced, CA 95324 (209) 385-4444

DATE: _____
CHECKED BY: _____
PROJECT CHAIRMAN: _____
DATE: _____

SHEET INDEX

NUMBER	DESCRIPTION
1	COVER SHEET
2	GENERAL NOTES, ABBREVIATIONS, TYPICAL SECTIONS, STANDARD PLANS, AND STAGING
3-5	BSNF - PLAN AND PROFILE
6-9	HWY 99 - PLAN AND PROFILE
10-11	BLACK RASCAL CREEK - PLAN AND PROFILE
12	LANDSCAPE PLAN
13	DETAILS AND SECTION

NO.	DATE	BY	REVISION MADE

Underground Service Alert
TWO DAYS BEFORE YOU DIG
Call Your Area: 1 (800) 227-2800

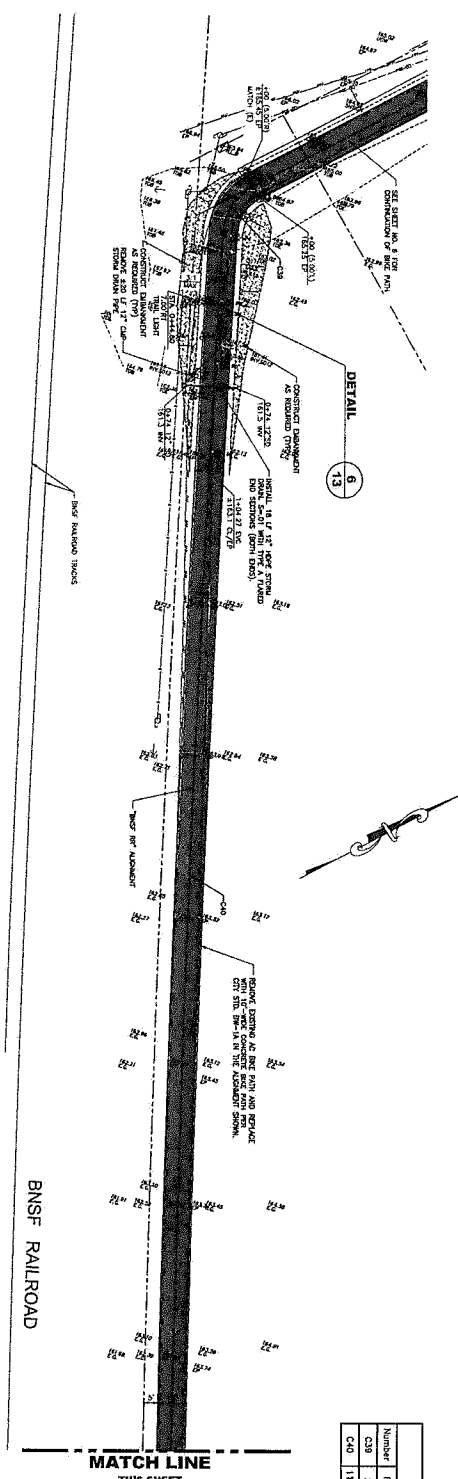
NOT TO BE INTERFERED AND NO WARRANTY IS GIVEN FOR THE SOIL THAT IS EXPOSED AND SHALL BE RESPONSIBLE TO THE CONTRACTOR TO RETURN TO THE FOUNDATION

City of Merced
DEVELOPMENT SERVICES
ENGINEERING PROJECTS AND STANDARDS
618 W. 5th Street, 5th Floor
(209) 385-4444

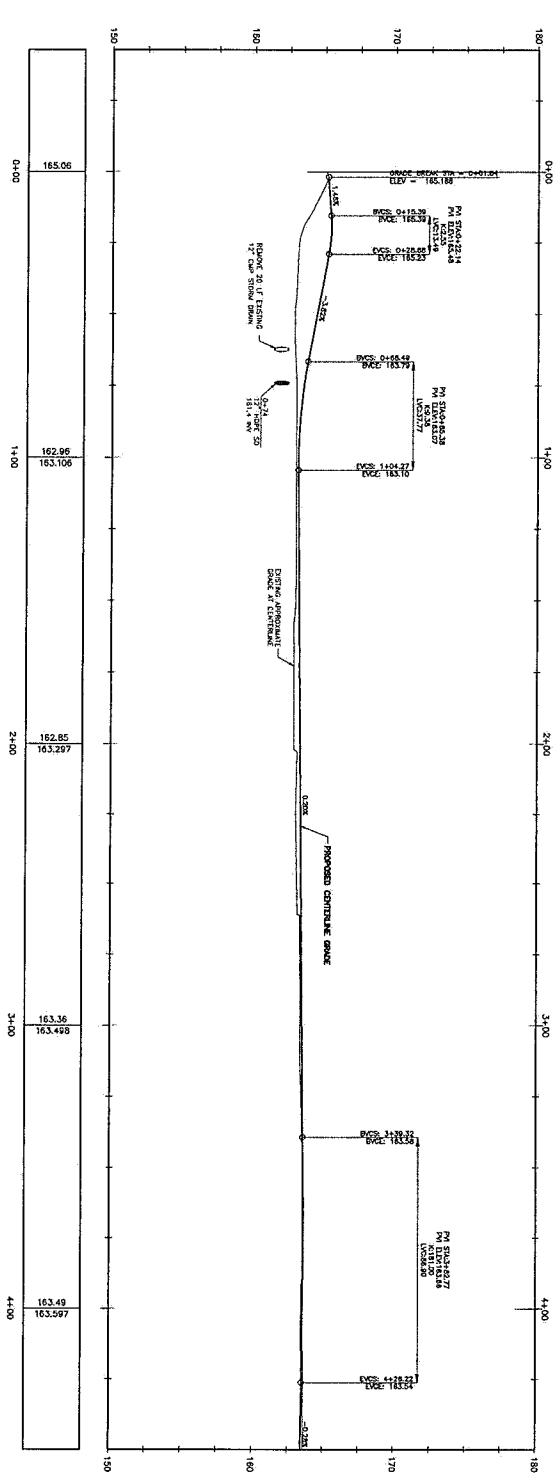
COVER SHEET

PROJECT NO. 111066 CML-5085(029)
CMAQ WESTERLY BIKE
PATH CONNECTION

DATE: 1/16/17
SCALE: AS SHOWN
1 of 13



PLAN
SCALE: 1"=20'



PROFILE
HORIZ: 1"=40'
VERT: 1"=4'

BNSF RR			
Number	Radius	Length	Start/End Station
026	20.00	262.56	587' 03" 071.47E
040	1139.20	1328.10	597' 00" 43.84E

NO.	DATE	BY	REVISION MADE

Underground Service Alert
TWO DAYS BEFORE YOU DIG
Call Toll Free 1 (800) 277-2800

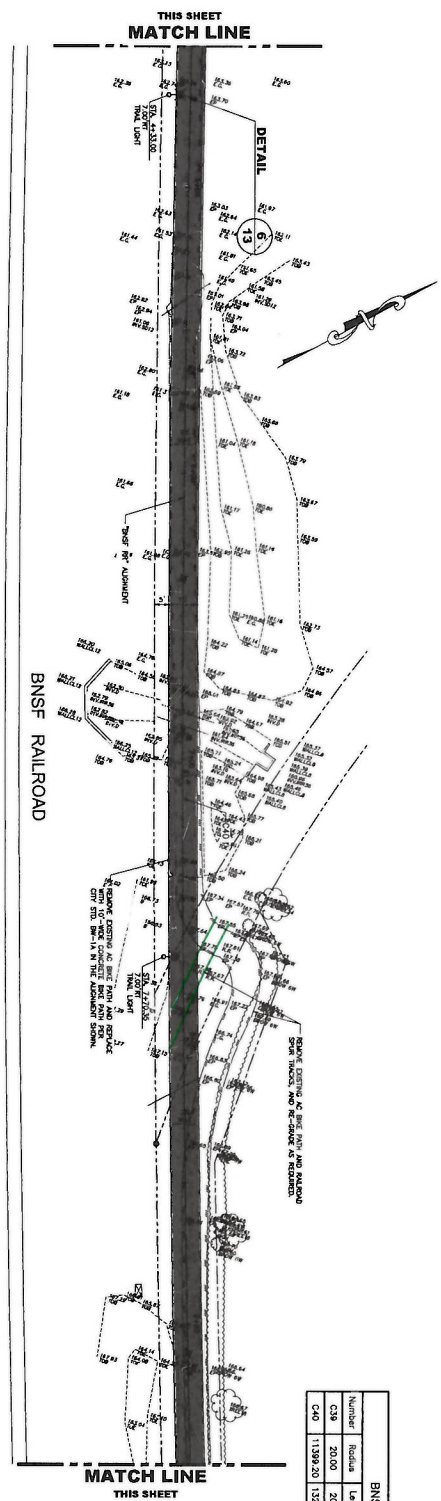
NOTE: ALL REFERENCES AND NOTATION CONCERNING THIS PROJECT SHALL BE REFERRED TO THE CONTRACT DOCUMENTS AND SPECIFICATIONS. THE ENGINEER'S RESPONSIBILITY IS TO THE CONTRACT DOCUMENTS AND SPECIFICATIONS.

City of Merced
DEVELOPMENT SERVICES
ENGINEERING PROJECTS AND STANDARDS
501 N. 18th Street, Merced, CA 95324

PLAN AND PROFILE

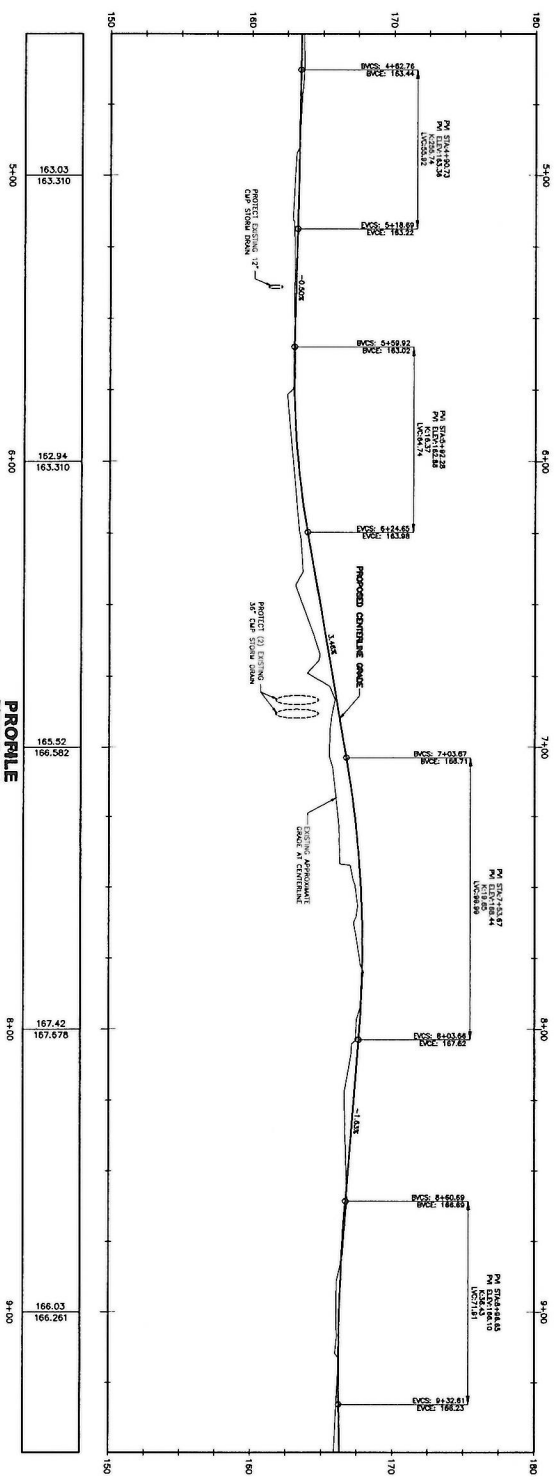
PROJECT NO. 111066 CML-5085(029)
CMAQ WESTERLY BIKE PATH CONNECTION

DATE: 11/23/17	SCALE: AS SHOWN
DATE: 11/23/17	



BNSF RR			
Number	Radius	Length	Used/Over Direction
C39	2000	203.68	S87° 03' 07.14"E
C40	11399.20	1228.10	S87° 50' 43.94"E

PLAN
SCALE 1"=20'



PROFILE
HORIZ. 1"=40'
VERT. 1"=4'

NO	DATE	BY	REVISION	WAC

Service Alert
Two Days Before You Dig
Call Your Wake 1 (800) 227-2800

NOTE: REFERENCES AND AMENDMENTS TO THE CITY OF MERCED ENGINEERING STANDARDS AND SPECIFICATIONS SHALL BE THROUGHOUT THIS PROJECT. ANY REFERENCES TO THE CITY OF MERCED ENGINEERING STANDARDS AND SPECIFICATIONS SHALL BE THROUGHOUT THIS PROJECT.

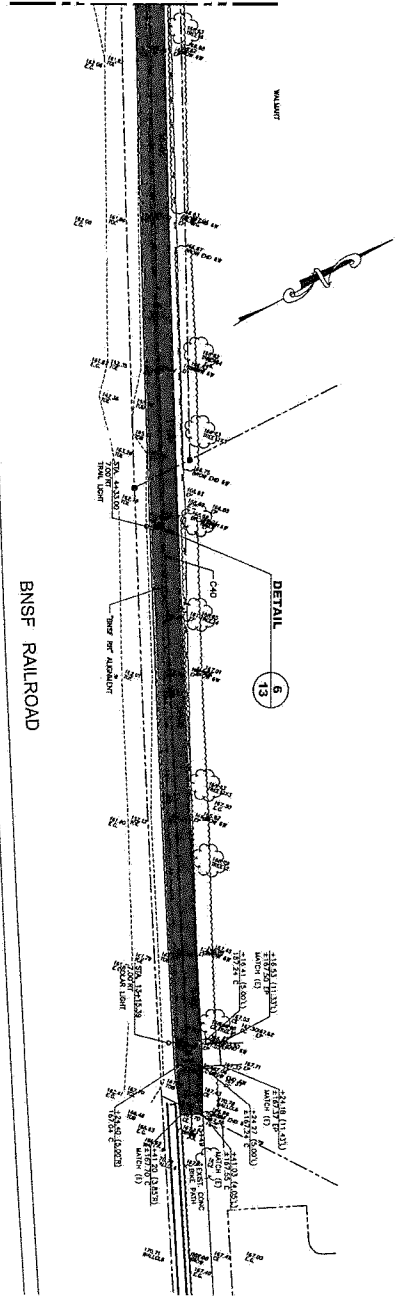
City of Merced
"Creating Tomorrow"
DEVELOPMENT SERVICES
ENGINEERING PROJECTS AND STANDARDS
617 W. 7th Street Merced, CA 95368

PLAN AND PROFILE

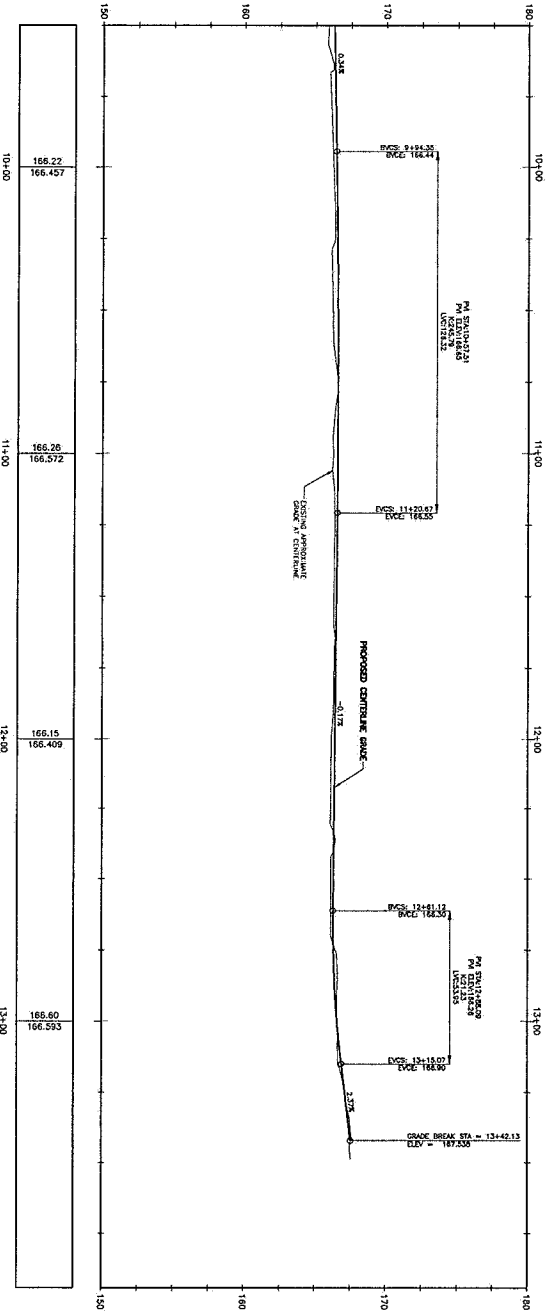
PROJECT NO. 111086 CML-5085(029)
CIMAQ WESTERLY BIKE PATH CONNECTION

DATE	2/21/17
DATE	2/21/17
SCALE	AS SHOWN

THIS SHEET
MATCH LINE



PLAN
SCALE 1"=250'



PROFILE
HORIZ. 1"=250'
VERT. 1"=4'

BNSF RR			
Number	Radius	Length	1/4m/Chord Direction
C39	20.00	20.56	S27° 03' 07.14"E
C40	1139.20	1264.10	S57° 50' 43.84"E

NO.	DATE	BY	REVISION MADE

Underground Service Alert
TWO DAYS BEFORE YOU DIG
Call toll free 1 (800) 227-2680

NOTE: EXPERIENCE HAS SHOWN THAT THE USE OF UNDERGROUND SERVICE ALERTS IS THE MOST EFFECTIVE AND SAFE METHOD OF IDENTIFYING AND LOCATING ALL UTILITIES BEFORE ANY CONSTRUCTION OR EXCAVATION WORK BEGINS. ALWAYS USE UNDERGROUND SERVICE ALERTS.

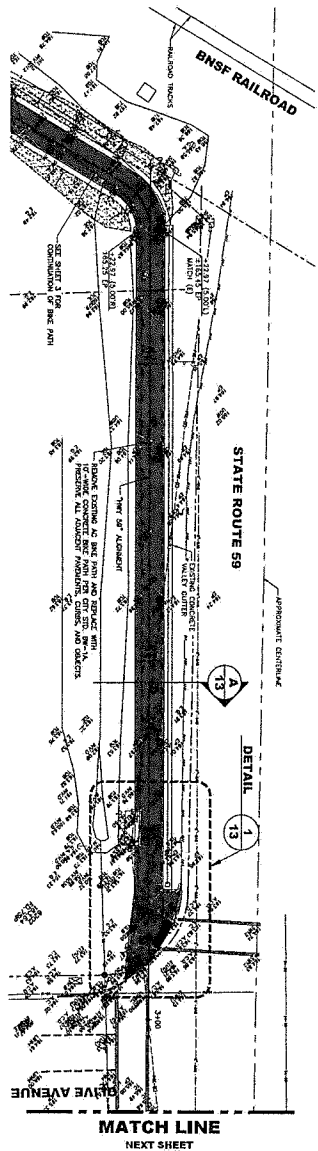


City of Merced
DEVELOPMENT SERVICES
ENGINEERING PROJECTS AND STANDARDS
678 W. 18th Street, 2025 3504448

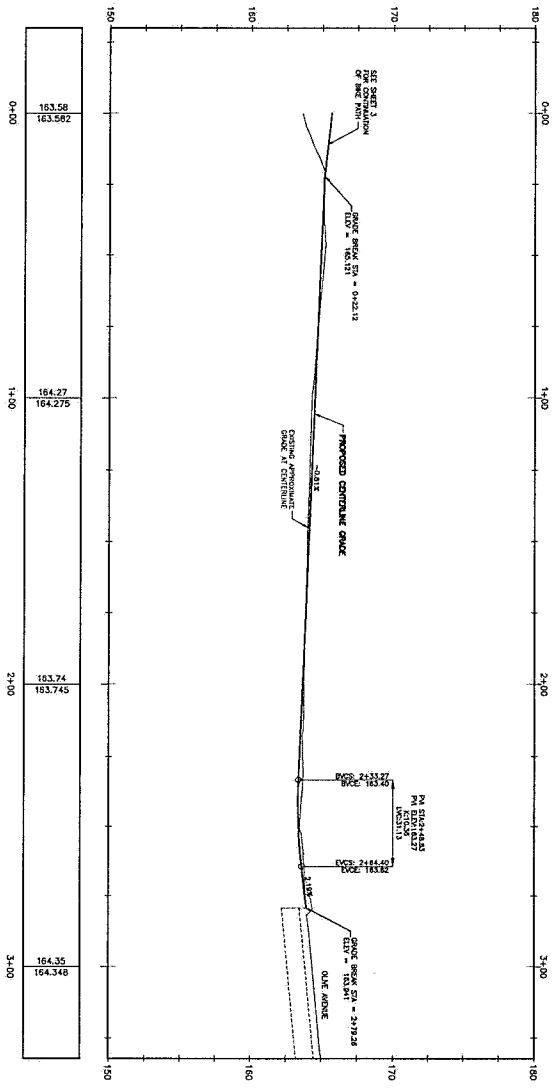
PLAN AND PROFILE

PROJECT NO. 111066 CML-5085(029)
CMAQ WESTERLY BIKE PATH CONNECTION

DATE	BY	SCALE
2/21/17		
2/21/17		
2/21/17		



PLAN
SCALE 1"=20'



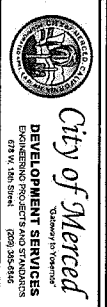
PROFILE
SCALE 1"=4'

Station	Grade	Length	Upl./Down Direction	
L35	384.55	107' 24"	13.84% E	
L36	28.09	23.56	124' 20"	22.28% E
L37	18.79	148' 28"	30.88% E	
L38	17.00	25.33	105' 47"	12.22% E
L39	18.81	185' 53"	58.24% W	
L40	30.00	10.25	103' 28"	53.71% W
L41	18.55	105.00	105' 05"	51.17% W
L42	500.00	72.42	102' 03"	46.43% W
L43	104.35	111' 28"	18.28% E	
L44	500.00	25.78	102' 55"	11.17% E
L45	38.18	147' 55"	31.89% E	
L46	75.00	43.04	121' 21"	53.71% E
L47	14.12	107' 48"	15.47% E	
L48	30.00	23.89	105' 09"	34.87% E
L49	25.00	25.00	105' 29"	32.37% E
L50	35.00	37.07	104' 10"	28.89% E
L51	40.31	152' 50"	01.76% E	
L52	100.00	28.18	142' 17"	38.82% E
L53	5.44	1507' 37"	15.48% E	
L54	250.00	59.87	143' 41"	38.39% E
L55	25.89	105' 48"	57.20% E	
L56	100.00	44.31	102' 08"	15.50% E
L57	13.56	111' 28"	33.88% E	
L58	250.00	101.10	107' 09"	32.13% W
L59	20.75	117' 43"	38.13% W	
L60	350.00	80.03	116' 18"	38.71% W
L61	58.84	152' 48"	39.29% W	
L62	350.00	23.44	102' 54"	31.33% W
L63	33.28	102' 59"	23.82% W	
L64	110.00	85.08	111' 10"	02.83% E
L65	8.01	103' 19"	30.43% E	
L66	135.00	69.82	105' 09"	53.40% E
L67	78.83	142' 52"	18.50% E	
L68	500.00	88.55	107' 58"	41.80% E
L69	74.69	145' 01"	07.21% E	
L70	500.00	32.78	104' 53"	48.80% E
L71	38.43	105' 45"	30.58% E	
L72	500.00	28.08	105' 09"	59.00% E
L73	83.79	105' 33"	27.47% E	
L74	150.00	47.18	104' 39"	44.47% E
L75	35.82	140' 31"	37.25% E	

NO.	DATE	BY	REVISION	USER

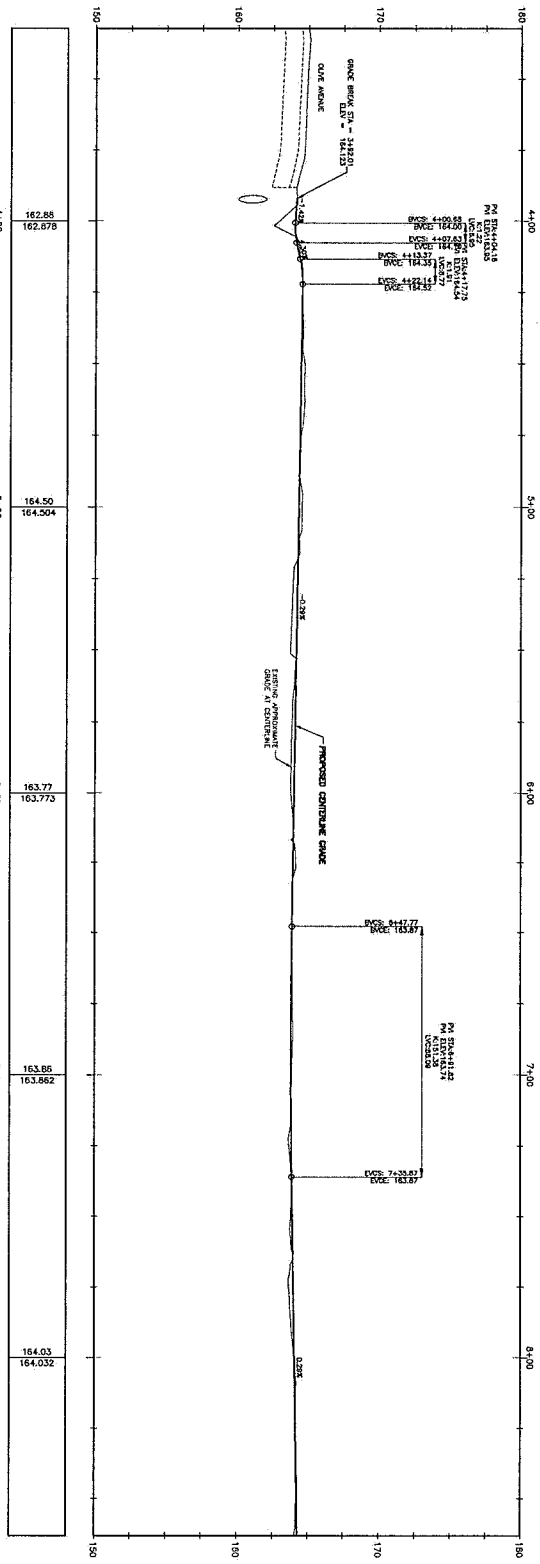
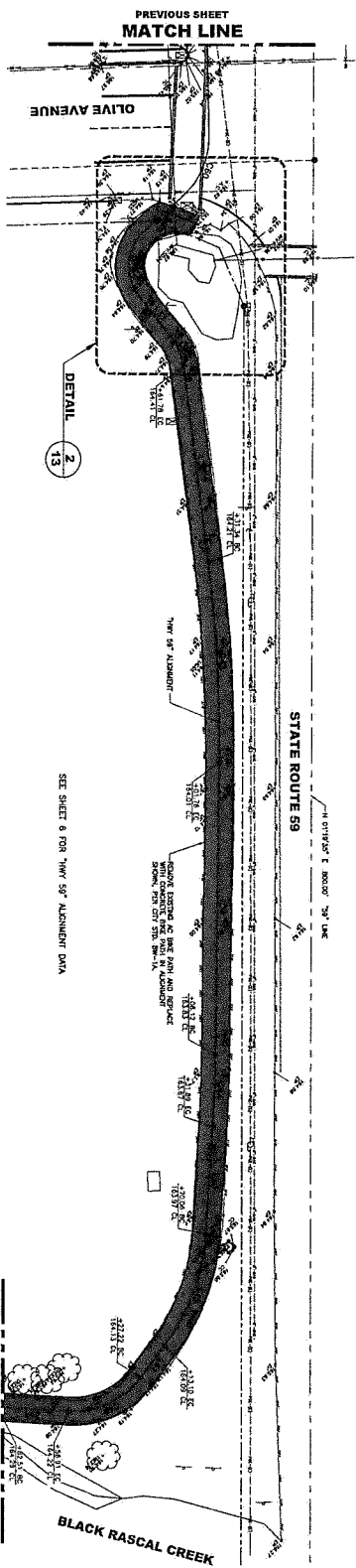
Underground Service Alert
TWO DAYS BEFORE YOU DIG
Call Toll Free: 1 (800) 257-2800

NOTE: ALL UTILITIES AND MAINS LOCATIONS SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL UTILITIES PRIOR TO CONSTRUCTION OF ANY WORK.



PLAN AND PROFILE

PROJECT NO. 111066 CML-5085(029)
CMAQ WESTERLY BIKE PATH CONNECTION



Underground Service Alert
TWO DAYS BEFORE YOU DIG
Call 800-4-A-SHIELD (1-800-427-2800)

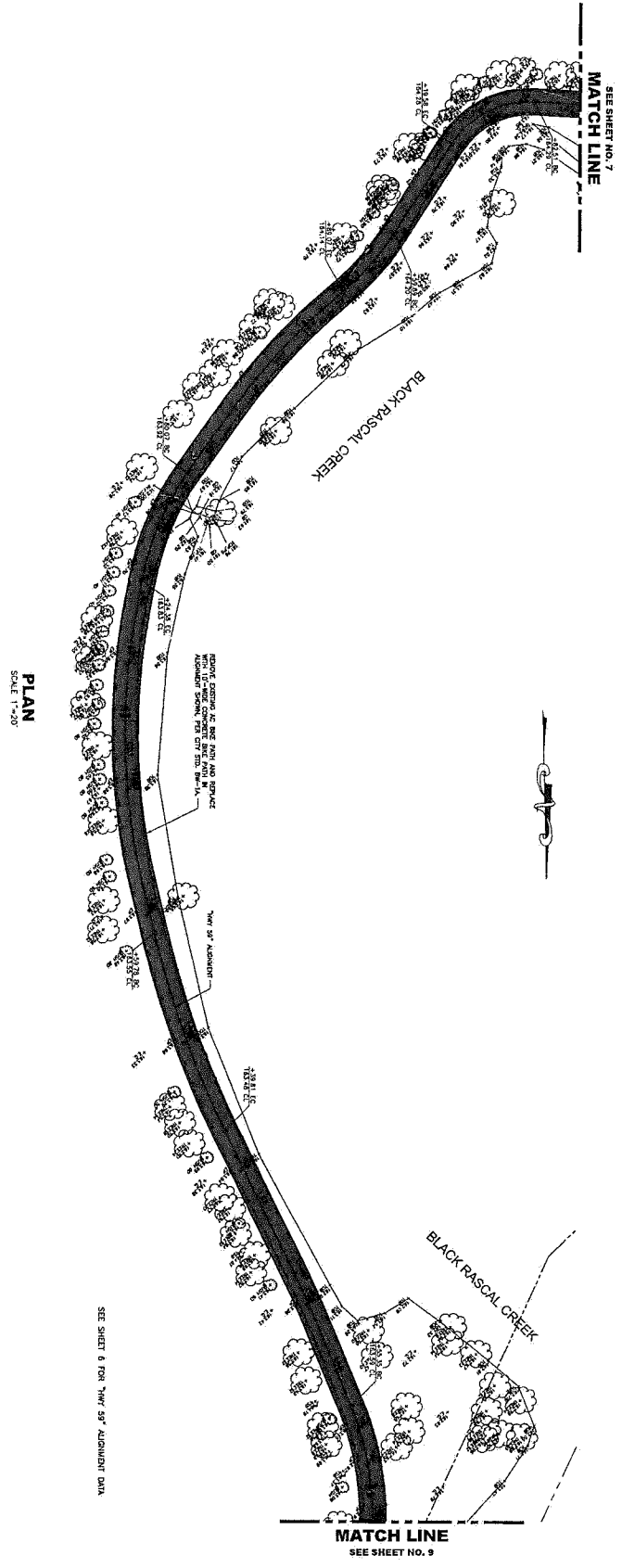
NOTE: DIFFERENCES AND VARIATIONS
CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF MERCED DEVELOPMENT SERVICES ENGINEERING PROJECTS AND STANDARDS.



PLAN AND PROFILE

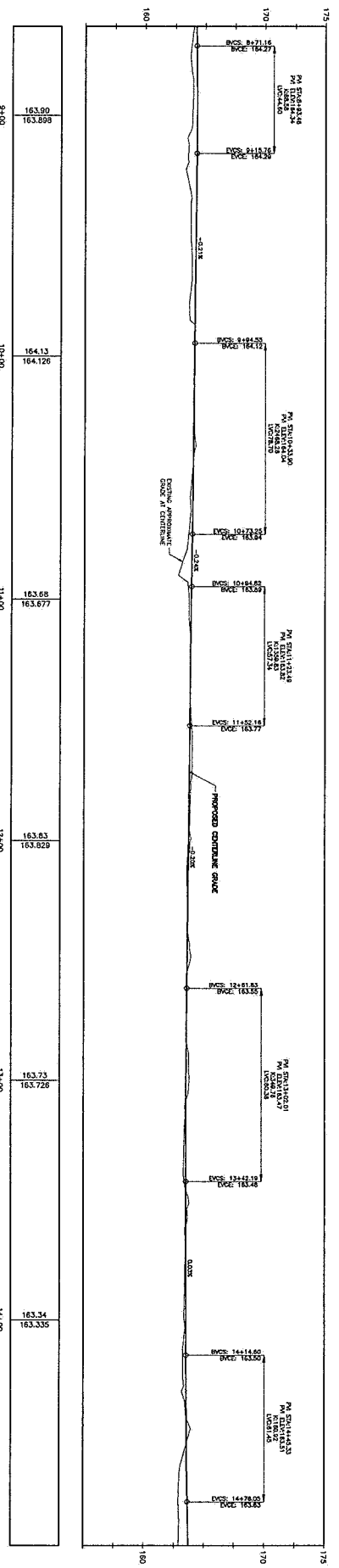
PROJECT NO. 111066 CML-5085(029)
CMAQ WESTERLY BIKE PATH CONNECTION

DATE: 2/2/17
SCALE: AS SHOWN



PLAN
SCALE 1"=20'

SEE SHEET 8 FOR "7' HIGH 50\"/>



PROFILE
HORIZ. 1"=20'
VERT. 1"=4'

NO.	DATE	BY	REVISION	MADE

Underground Service Alert
TWO DAYS BEFORE YOU DIG
Call 811 or 1 (800) 227-2600

NOTE:
ALL UTILITIES AND ANY OTHER OBSTRUCTIONS SHALL BE LOCATED AND DEPTH SHALL BE DETERMINED BY THE CONTRACTOR AND SHALL BE INDICATED ON THE CONSTRUCTION PLAN TO BE SUBMITTED BY THE CONTRACTOR.

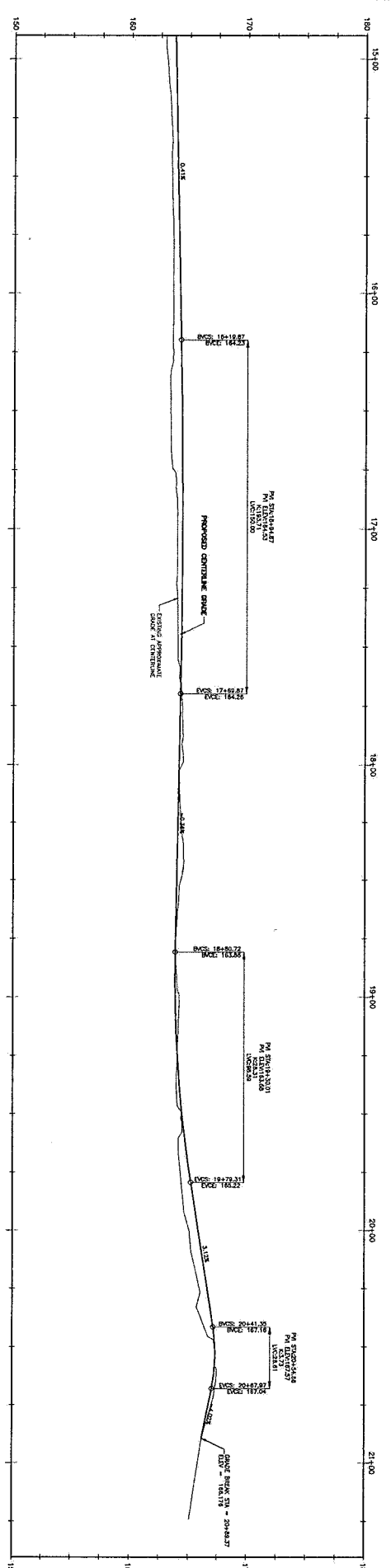
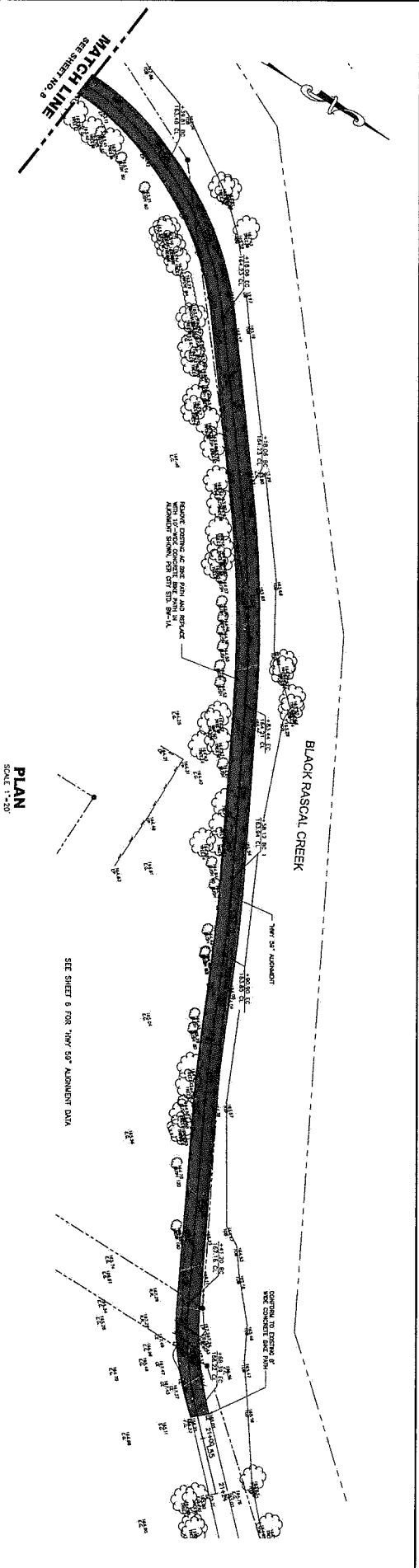


City of Merced
DEVELOPMENT SERVICES
ENGINEERING PROJECTS AND SERVICES
970 N. 10th Street, Merced, CA 95324

PLAN AND PROFILE

PROJECT NO. 111056 CML-5085(029)
CMAQ WESTERLY BIKE PATH CONNECTION

DATE: 7/27/17	SCALE: AS SHOWN
DATE: 7/27/17	
DATE: 7/27/17	



NO.	DATE	BY	REVISION	DATE	BY	REVISION

154+00	162.97	162.974
154+00	163.53	163.530
174+00	163.94	163.931
174+00	164.35	164.343
184+00	164.18	164.185
20+00	165.06	165.075
214+00	165.84	165.844

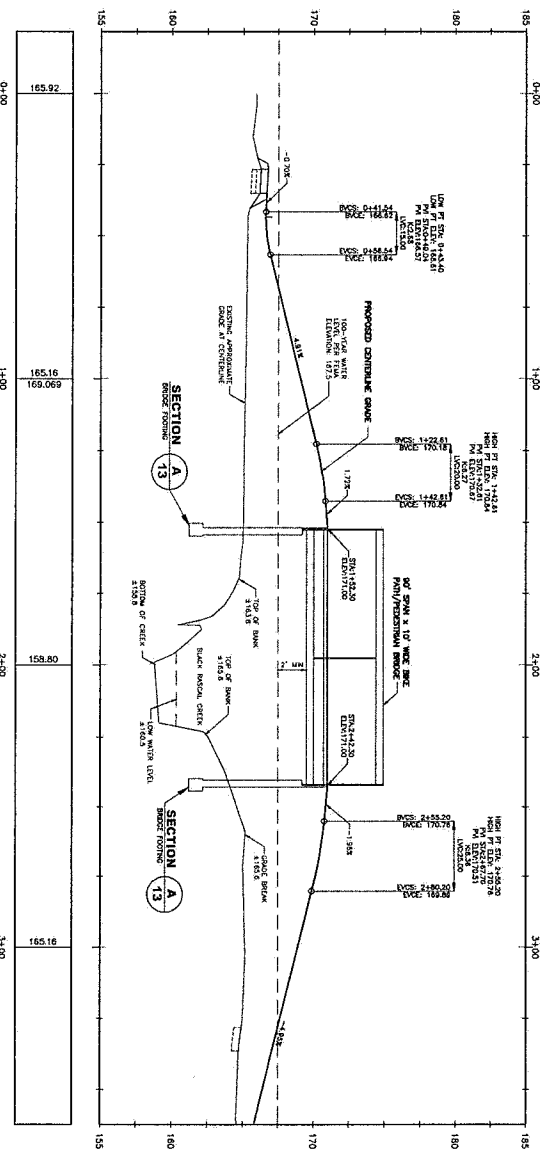
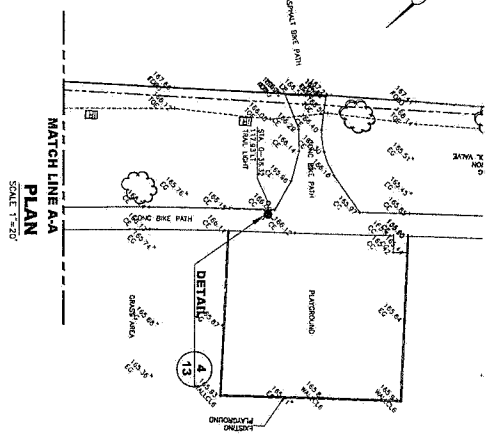
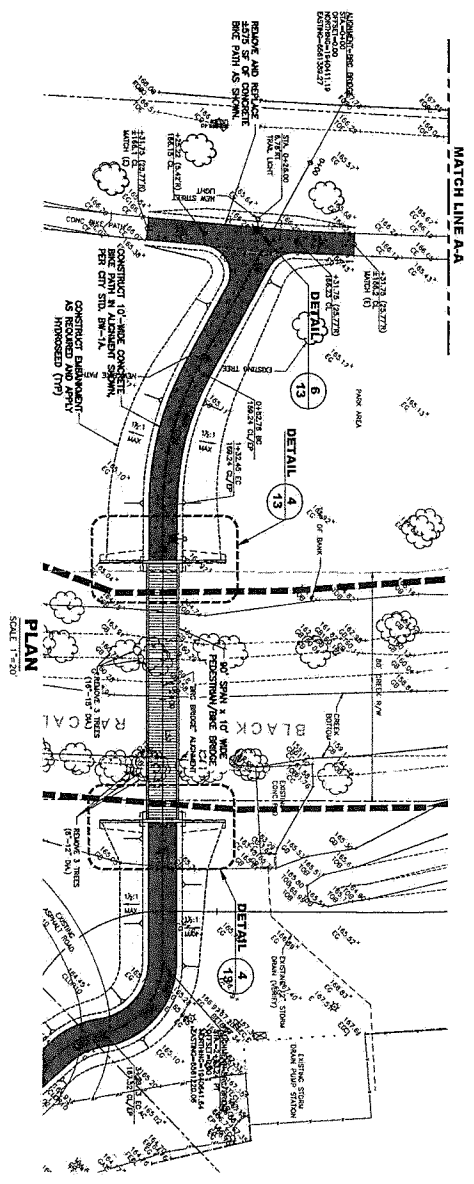
DATE	BY	REVISION

Underground Services Alert
TWO DAYS BEFORE YOU DIG
Call 811 (1-800) 227-2800

City of Merced
ENGINEERING SERVICES
DEVELOPMENT SERVICES
1001 N. 9TH STREET, 2ND FLOOR, MERCED, CA 95368

PROJECT NO. 111066 CML-5085(029)
CMAA WESTERLY BIKE PATH CONNECTION

DATE: 2/17/17
SCALE: AS SHOWN
SHEET 9 OF 13



Number	Radius	Length	Ulv/Chord	Direction
L85	82.76	48.6	N49° 32' 34.13"W	
C81	100.00	48.6	N32° 26' 23.83"W	
L87	100.00	48.6	N45° 40' 21.71"W	
C82	25.00	34.89	N6° 41' 21.60"E	
L88	2.07	2.07	N33° 17' 38.80"E	
C83	25.00	13.86	N17° 29' 38.89"E	
L89	49.81	10.42	N1° 33' 41.87"E	
C84	49.81	10.42	N4° 25' 02.29"W	
L90	55.00	21.59	N07° 05' 58.40"E	
C86	200.00	7.40	N12° 05' 42.88"E	
L91	200.00	7.40	N15° 09' 18.50"E	
C87	200.00	7.40	N18° 12' 58.00"E	

NO. DATE	BY	PERSON NAME

Underground Service Alert
TWO DAYS BEFORE YOU DIG
Call 811 or 1 (800) 227-2600

ALL DISTANCES AND ANGLES ARE GIVEN TO THE NEAREST TENTH OF AN INCH. ALL DIMENSIONS SHALL BE BROUGHT TO THE CENTERLINE OF THE CONSTRUCTION OF THE BRIDGE.

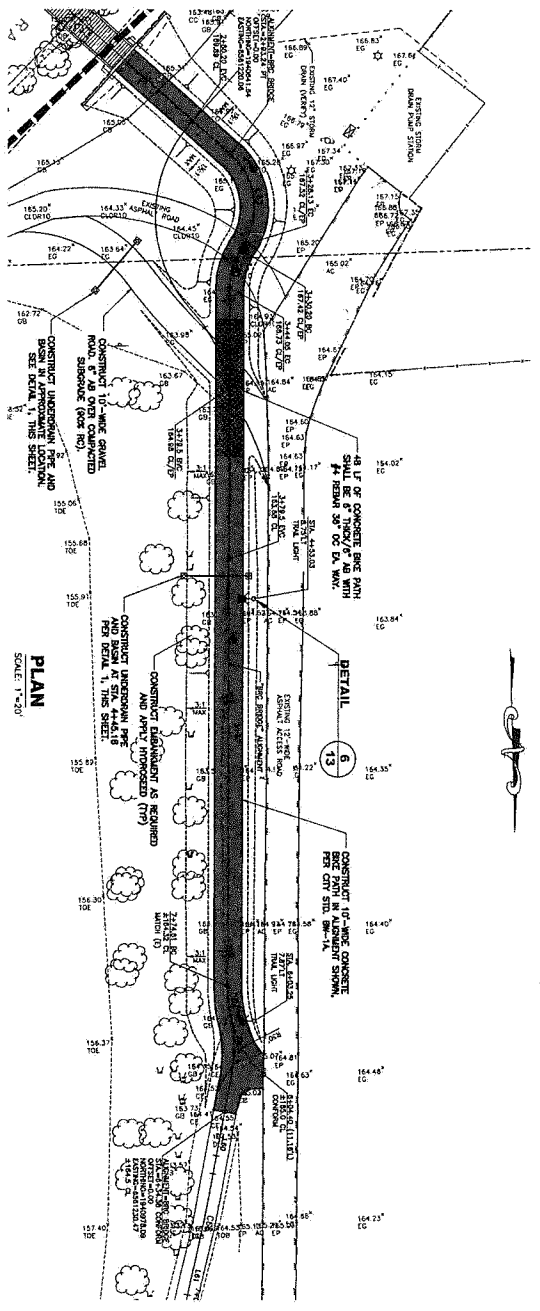


City of Merced
DEVELOPMENT SERVICES
ENGINEERING PROJECTS AND STANDARDS

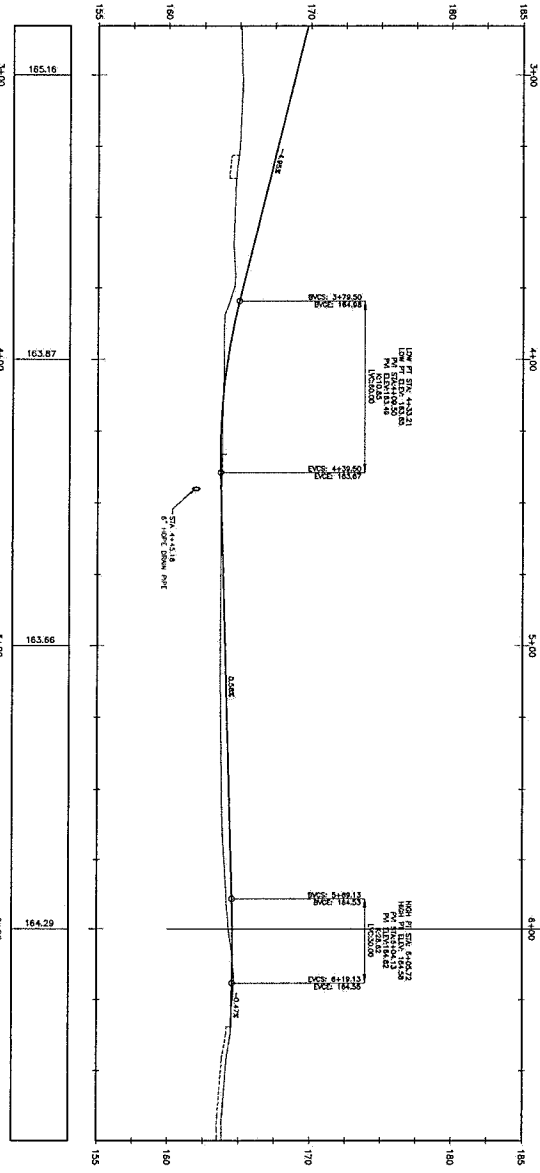
PLAN AND PROFILE

PROJECT NO. 111066 CML-5085(029)
CMAQ WESTERLY BIKE PATH CONNECTION

DATE: 2/20/17	SCALE: AS SHOWN
DATE: 2/21/17	
DATE: 2/21/17	

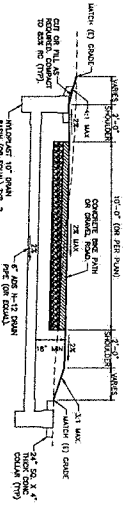


PLAN
SCALE 1"=20'



PROFILE
HORIZ: 1"=20'
VERT: 1"=4'

BRC BRIDGE			
Number	Radius	Length	Start/End Station
156	62.76	N15° 12' 34.15"W	
157	100.00	N32° 26' 23.63"W	
158	160.78	N45° 40' 21.71"W	
159	25.00	N5° 41' 21.60"W	
160	2.07	N33° 17' 38.50"E	
161	200.00	N15° 09' 19.30"E	
162	30.11	N14° 12' 54.02"E	
163	25.00	N17° 26' 38.82"E	
164	10.42	N1° 37' 41.19"E	
165	48.81	N4° 29' 02.89"W	
166	55.00	N0° 50' 58.40"E	
167	48.78	N12° 05' 42.58"E	
168	200.00	N15° 09' 19.30"E	
169	30.11	N14° 12' 54.02"E	



DETAIL 11
SCALE 1"=3"

NO.	DATE	BY	REVISION	DESC.

Underground Service Alert
TWO DAYS BEFORE YOU DIG
Call 800-4-A-SHIELD (1-800-277-2838)

WET SERVICES AND OTHER
CONTRACTORS SHALL MAKE SURE ALL UTILITIES ARE PROTECTED AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ANY WORK.

City of Merced
DEVELOPMENT SERVICES
ENGINEERING PROJECTS AND STANDARDS
875 W. GERSHWIN
029 350048


PLAN AND PROFILE

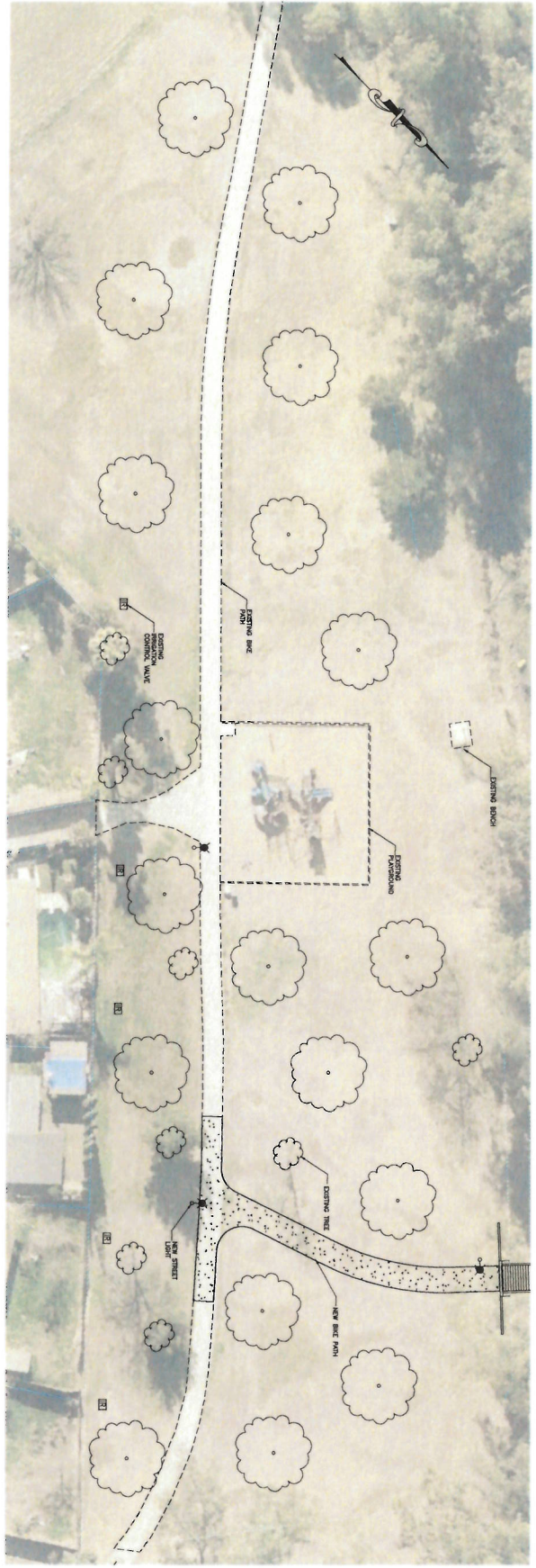
PROJECT NO. 141066 CML-5085(029)
CMAQ WESTERLY BIKE PATH CONNECTION

DATE: 2/2/17
SCALE: AS SHOWN
Sheet 11 of 13

GENERAL NOTES

1. CONTRACTOR IS TO VERIFY ALL UNDERGROUND UTILITIES AND VERIFY CHANGES TO EXISTING UTILITIES SHALL BE REPAIRED/REPLACED BY THE CONTRACTOR AT THEIR OWN EXPENSE.
2. CONTRACTOR IS TO COORDINATE TREE PLACEMENT WITH MERCED CITY PUBLIC WORKS DEPARTMENT TO VERIFY TREE PLACEMENT TO AVOID EXISTING RESIDUAL TREE CONTACT. TREE PLACEMENT TO AVOID EXISTING RESIDUAL TREE CONTACT SHALL BE DETERMINED BY GEORGE SANCHEZ AT 209-385-8889 FROM PARKS AND TREES AT PUBLIC WORKS.
3. THIS PLAN IS TO COUNTY WITH CITY OF MERCED STANDARD DESIGN AND SPECIFICATION L-1, C-3 TO C-5.

PLANT LEGEND				
TREES	BOTANICAL NAME	COMMON NAME	SIZE	QTY.
	QUERCUS LOBATA	VALLEY OAK	15 GAL	18



CD	DATE	BY	REVISION MADE

Underground Service Alert
TWO DAYS BEFORE YOU DIG
 Call 811 or 1 (800) 227-2680

NOTE: ALL UTILITIES AND ALL OTHER OBSTRUCTIONS SHALL BE MAINTAINED AND SHALL BE PROTECTED AT ALL TIMES. ANY DAMAGE TO ANY UTILITIES OR OBSTRUCTIONS SHALL BE REPAIRED/REPLACED BY THE CONTRACTOR AT THEIR OWN EXPENSE.

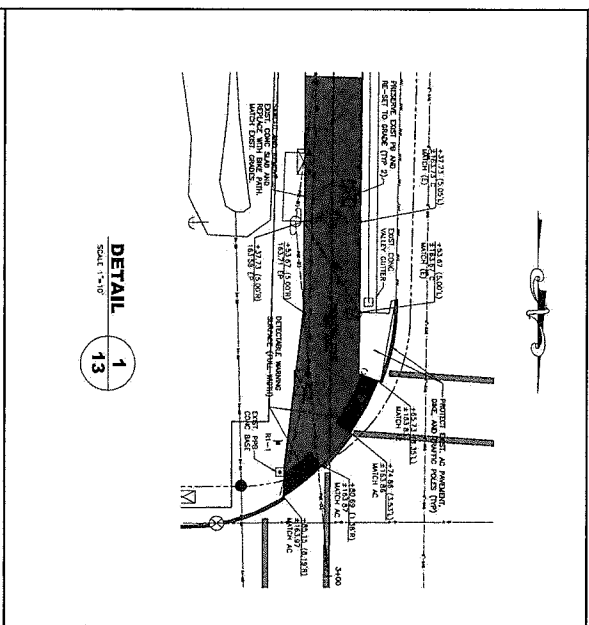


City of Merced
 DEVELOPMENT SERVICES
 ENGINEERING PROJECTS AND STANDARDS
 619 W. 11th Street
 Merced, CA 95348
 (209) 385-8848

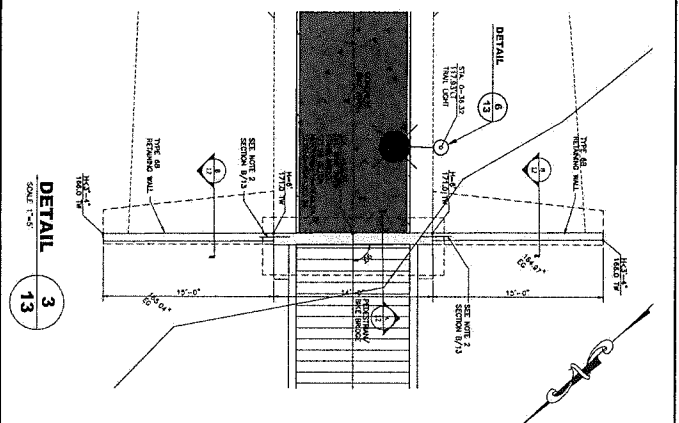
LANDSCAPE PLAN

PROJECT NO. 111066 CML-5085(029)
CMAQ WESTERLY BIKE PATH CONNECTION

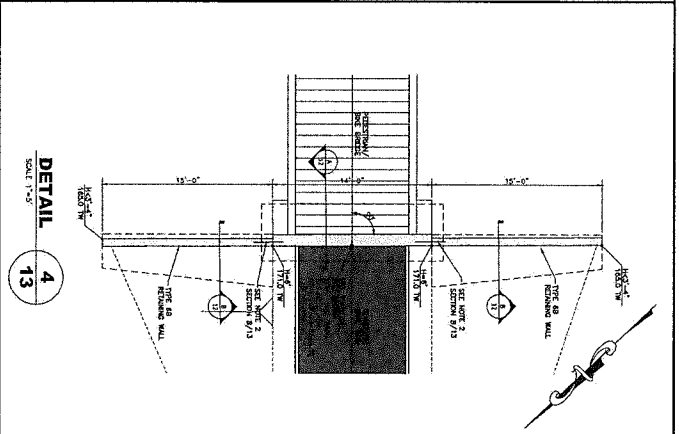
DATE: 11/27/17	BY: PAF
SCALE: 1" = 20'	



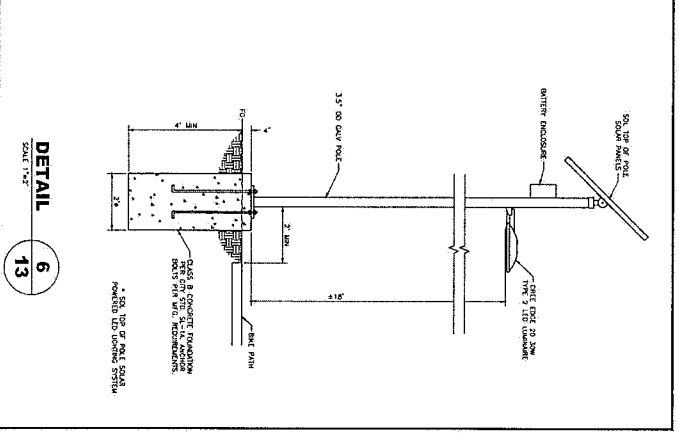
DETAIL 1
SCALE 1"=10'



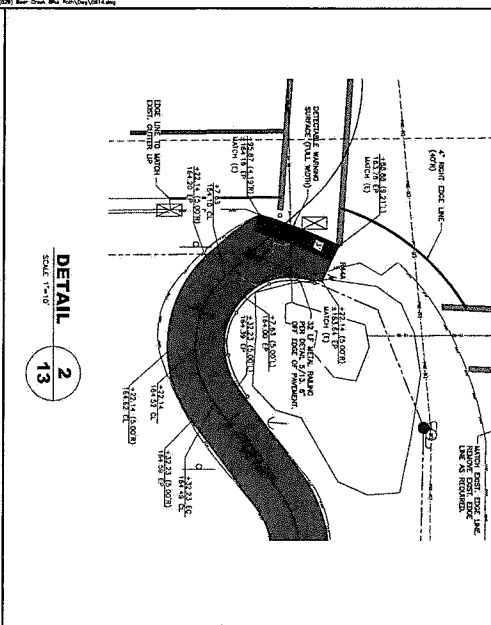
DETAIL 3
SCALE 1"=5'



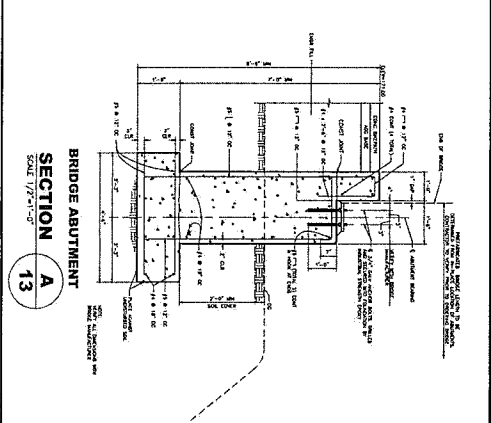
DETAIL 4
SCALE 1"=5'



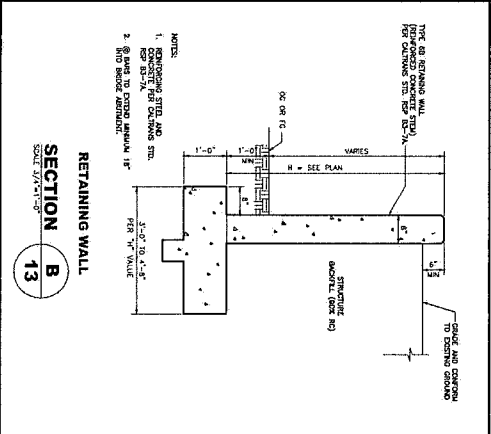
DETAIL 6
SCALE 1"=2'



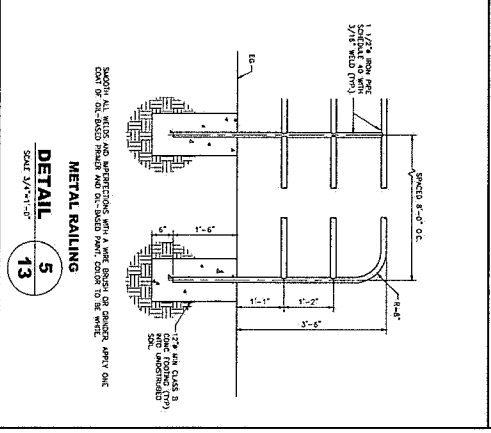
DETAIL 2
SCALE 1"=10'



BRIDGE ABUTMENT SECTION A
SCALE 1/2"=1'-0"



RETAINING WALL SECTION B
SCALE 3/4"=1'-0"



DETAIL 5
SCALE 3/4"=1'-0"

NO.	DATE	BY	REVISION MADE

Underground Service Alert
TWO DAYS BEFORE YOU DIG
Call 811 or 1 (800) 227-2689

NOTES:
1. ALL DIMENSIONS AND SPACING SHALL BE AS SHOWN ON DRAWINGS.
2. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.

City of Merced
Development Services
ENGINEERING PROJECTS AND STANDARDS
815 W. 18th Street, 2008-2009

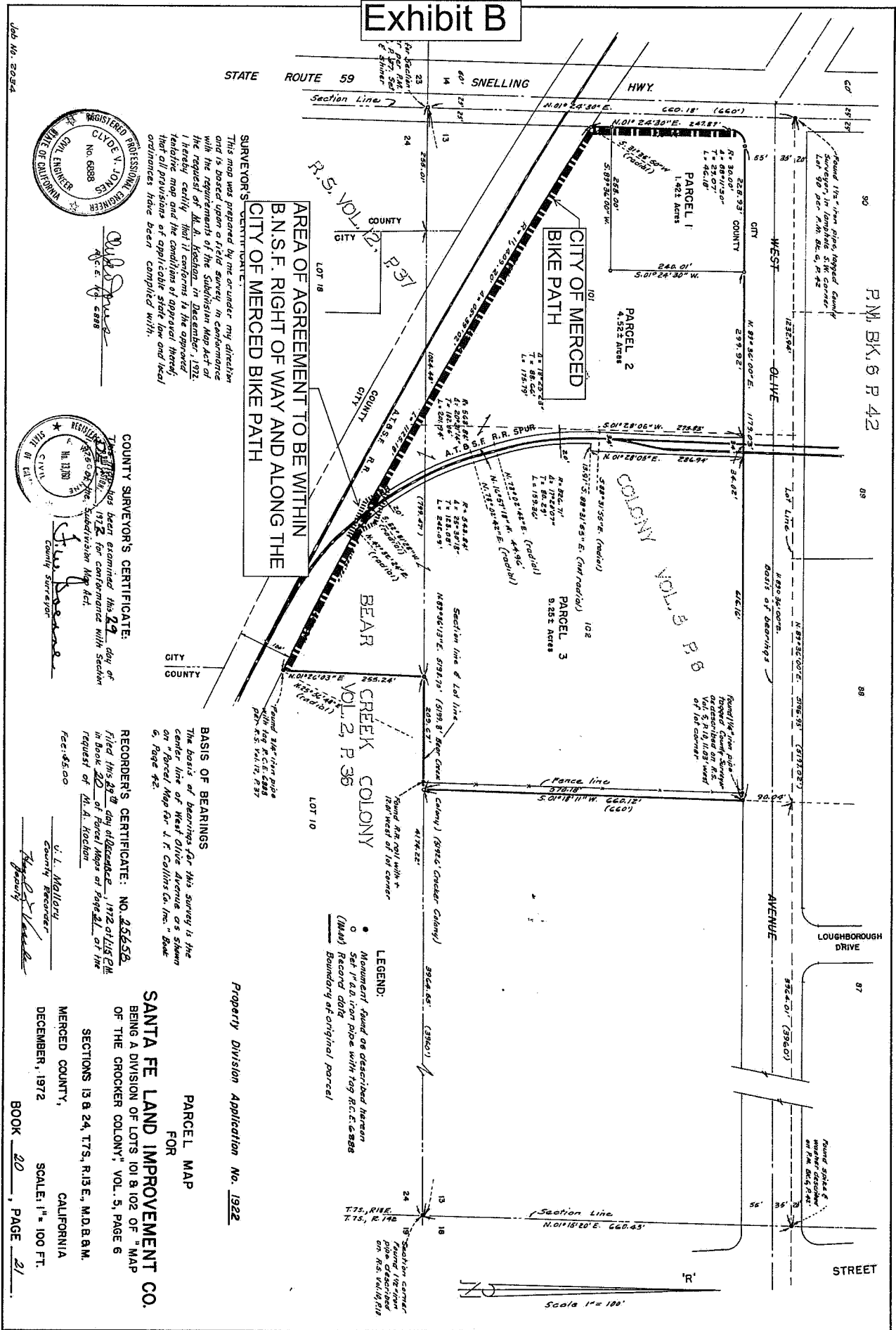
DETAILS AND SECTIONS

PROJECT NO. 111086 CHL-5085(029)
CMAQ WESTERLY BIKE PATH CONNECTION

DATE: 12/17/17	SCALE: AS SHOWN
DATE: 12/17/17	SCALE: AS SHOWN
DATE: 12/17/17	SCALE: AS SHOWN
DATE: 12/17/17	SCALE: AS SHOWN

Exhibit B

Exhibit B



**AREA OF AGREEMENT TO BE WITHIN
B.N.S.F. RIGHT OF WAY AND ALONG THE
CITY OF MERCED
BIKE PATH**

SURVEYOR'S CERTIFICATE:
This map was prepared by me or under my direction and is based upon a field survey in conformance with the requirements of the Subdivision Map Act of the request of M.A. Kocion in December, 1972. I hereby certify that it conforms to the approved tentative map and the conditions of approval therein, that all provisions of applicable state law and local ordinances have been complied with.



Clyde V. Jones
Clyde V. Jones
No. 6898
Professional Engineer
State of California

COUNTY SURVEYOR'S CERTIFICATE:
This map has been examined this 29 day of December, 1972, for conformance with Section 1172 of the Subdivision Map Act.
County Surveyor



M. J. Hill
M. J. Hill
No. 11300
County Surveyor
State of California

RECORDERS CERTIFICATE: NO. 25652A
Filed this 29th day of December, 1972, of 11:52 AM in book 20 of Parcel Maps at Page 21 of the request of M.A. Kocion
Fee: \$5.00

RECORDER'S CERTIFICATE: NO. 25652A
Filed this 29th day of December, 1972, of 11:52 AM in book 20 of Parcel Maps at Page 21 of the request of M.A. Kocion
Fee: \$5.00

U. L. Mallory
U. L. Mallory
County Recorder
State of California

LEGEND:
● Monument found as described herein
○ Set 1" dia. iron pipe with tag R.C.E. 5888 (Map) Record dot
--- Boundary of original parcel

Property Division Application No. 1922

**PARCEL MAP
FOR
SANTA FE LAND IMPROVEMENT CO.
BEING A DIVISION OF LOTS 101 & 102 OF "MAP
OF THE CROCKER COLONY", VOL. 5, PAGE 6
SECTIONS 13 & 24, T7S, R13E, M.D.B.A.M.
MERCED COUNTY,
CALIFORNIA
DECEMBER, 1972
SCALE: 1" = 100 FT.
BOOK 20, PAGE 21**

EXHIBIT "C"

CONTRACTOR REQUIREMENTS

1.01 General:

- **1.01.01** The Contractor must cooperate with **BNSF RAILWAY COMPANY**, hereinafter referred to as "**Railway**" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the construction of City of Merced Bike Path.
- **1.01.02** The Contractor must execute and deliver to the Railway duplicate copies of the Exhibit "C-1" Agreement, in the form attached hereto, obligating the Contractor to provide and maintain in full force and effect the insurance called for under Section 3 of said Exhibit "C-1". Questions regarding procurement of the Railroad Protective Liability Insurance should be directed to Rosa Martinez at Marsh, USA, 214-303-8519.
- **1.01.03** The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.
- **1.01.04** The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations. Railway will have the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by Railway; (ii) Contractor (or any of its subcontractors), in Railway's opinion, prosecutes the Project work in a manner which is hazardous to Railway property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Contractor fails to pay Railway for the Temporary Construction License or the Easement. The work stoppage will continue until all necessary actions are taken by Contractor or its subcontractor to rectify the situation to the satisfaction of Railway's Division Engineer or until additional insurance has been delivered to and accepted by Railway. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, Railway may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of Railway. Railway's right to stop the work is in addition to any other rights Railway may have including, but not limited to, actions or suits for damages or lost profits. In the event that Railway desires to stop construction work on the Project, Railway agrees to immediately notify the following individual in writing:

Taylor Smith
Manager Public Projects
2454 Occidental Ave S, Suite 2D
Seattle, WA 98134

- **1.01.05** The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to environmental laws and regulations (including but not limited to the Resource Conservation and Recovery Act, as amended; the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA), and health and safety laws and regulations. The Contractor hereby indemnifies, defends and holds harmless Railway for, from and against all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railway which arise out of Contractor's work under this Agreement.
- **1.01.06** The Contractor must notify **(Agency)** at _____ and Railway's Manager Public Projects, telephone number (206) 625-6396 at least thirty (30) calendar days before commencing any work on Railway Property. Contractor's notification to Railway must refer to Railway's file BF _____.
- **1.01.07** INTENTIONALLY LEFT BLANK
- **1.01.08** Subject to the movement of Railway's trains, Railway will cooperate with the Contractor such that the work may be handled and performed in an efficient manner. The Contractor will have no claim whatsoever for any type of damages or for extra or additional compensation in the event his work is delayed by the Railway.

1.02 Contractor Safety Orientation

- **1.02.01** No employee of the Contractor, its subcontractors, agents or invitees may enter Railway Property without first having completed Railway's Engineering Contractor Safety Orientation, found on the web site www.BNSFContractor.com. The Contractor must ensure that each of its employees, subcontractors, agents or invitees completes Railway's Engineering Contractor Safety Orientation through internet sessions before any work is performed on the Project. Additionally, the Contractor must ensure that each and every one of its employees, subcontractors, agents or invitees possesses a card certifying completion of the Railway Contractor Safety Orientation before entering Railway Property. The Contractor is responsible for the cost of the Railway Contractor Safety Orientation. The Contractor must renew the Railway Contractor Safety Orientation annually. Further clarification can be found on the web site or from the Railway's Representative.

1.03 Railway Requirements

- **1.03.01** The Contractor must take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railway facilities resulting from Contractor's operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by the Agency.
- **1.03.02** INTENTIONALLY LEFT BLANK
- **1.03.03** The Contractor must abide by the following temporary clearances during construction:

- 15'-0" Horizontally from centerline of nearest track
- 21'-6" Vertically above top of rail
- 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts
- 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
- 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
- 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts

- **1.03.04** Upon completion of construction, the following clearances shall be maintained: 25' Horizontally from centerline of nearest track
- 23' 6" Vertically above top of rail

- **1.03.05** Any infringement within State statutory clearances due to the Contractor's operations must be submitted to the Railway and to the **(Agency)** and must not be undertaken until approved in writing by the Railway, and until the **(Agency)** has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railway approval, and/or the State Regulatory Authority's approval.

- **1.03.06** In the case of impaired vertical clearance above top of rail, Railway will have the option of installing tell-tales or other protective devices Railway deems necessary for protection of Railway operations. The cost of tell-tales or protective devices will be borne by the Agency.

- **1.03.07** The details of construction affecting the Railway's Property and tracks not included in the contract plans must be submitted to the Railway by **(Agency)** for approval before work is undertaken and this work must not be undertaken until approved by the Railway.

- **1.03.08** At other than public road crossings, the Contractor must not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor must obtain a "Temporary Construction Crossing Agreement" from the Railway prior to moving his equipment or materials across the Railways tracks. The temporary crossing must be gated and locked at all times when not required for use by the Contractor. The temporary crossing for use of the Contractor will be constructed and, at the completion of the project, removed at the expense of the Contractor.

- **1.03.09** Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the Railway's Resource Operations Center at 1(800) 832-5452, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.

- **1.03.10** The Contractor upon completion of the work covered by this contract, must promptly remove from the Railway's Property all of Contractor's tools, equipment, implements and other materials, whether brought upon said property by said Contractor or any Subcontractor, employee or agent of Contractor or of any Subcontractor, and must cause Railway's Property to be left in a condition acceptable to the Railway's representative.

1.04 Contractor Roadway Worker on Track Safety Program and Safety Action Plan:

- **1.04.01** Each Contractor that will perform work within 25 feet of the centerline of a track must develop and implement a Roadway Worker Protection/On Track Safety Program and work with Railway Project Representative to develop an on track safety strategy as described in the guidelines listed in the on track safety portion of the Safety Orientation. This Program must provide Roadway Worker protection/on track training for all employees of the Contractor, its subcontractors, agents or invitees. This training is reinforced at the job site through job safety briefings. Additionally, each Contractor must develop and implement the Safety Action Plan, as provided for on the web site www.BNSFContractor.com, which will be made available to Railway prior to commencement of any work on Railway Property. During the performance of work, the Contractor must audit its work activities. The Contractor must designate an on-site Project Supervisor who will serve as the contact person for the Railway and who will maintain a copy of the Safety Action Plan, safety audits, and Material Safety Datasheets (MSDS), at the job site.
- **1.04.02** Contractor shall have a background investigation performed on all of its employees, subcontractors and agents who will be performing any services for Railroad under this Agreement which are determined by Railroad in its sole discretion **a)** to be on Railroad's property, or **b)** that require access to Railroad Critical Infrastructure, Railroad Critical Information Systems, Railroad's Employees, Hazardous Materials on Railroad's property or is being transported by or otherwise in the custody of Railroad, or Freight in Transit involving Railroad.

The required background screening shall at a minimum meet the rail industry background screening criteria defined by the e-RAILSAFE Program as outlined at www.eVerifile.com, in addition to any other applicable regulatory requirements.

Contractor shall obtain written consent from all its employees, subcontractors or agents screened in compliance with the e-RAILSAFE Program to participate in the Program on their behalf and to release completed background information to Railroad's designee. Contractor shall be subject to periodic audit to ensure compliance.

Contractor subject to the e-RAILSAFE Program hereunder shall not permit any of its employees, subcontractors or agents to perform services hereunder who are not first approved under e-RAILSAFE Program standards. Railroad shall have the right to deny entry onto its premises or access as described in this section above to any of Contractor's employees, subcontractors or agents who do not display the authorized identification badge issued by a background screening service meeting the standards set forth in the e-RAILSAFE Program, or who in Railroad's opinion, which may not be unreasonable, may pose a threat to the safety or security of Railroad's operations, assets or personnel.

Contractors shall be responsible for ensuring that its employees, subcontractors and agents are United States citizens or legally working in the United States under a lawful and appropriate work VISA or other work authorization.

1.05 Railway Flagger Services:

- **1.05.01** The Contractor must give Railway's **Roadmaster (telephone _____)** a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Roadmaster can make appropriate arrangements (i.e., bulletin the flagger's position). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Roadmaster five (5) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.

- **1.05.02** Unless determined otherwise by Railway's Project Representative, Railway flagger will be required and furnished when Contractor's work activities are located over, under and/or within twenty-five (25) feet measured horizontally from centerline of the nearest track and when cranes or similar equipment positioned beyond 25-feet from the track centerline could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:
 - **1.05.02a** When, upon inspection by Railway's Representative, other conditions warrant.
 - **1.05.02b** When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.
 - **1.05.02c** When work in any way interferes with the safe operation of trains at timetable speeds.
 - **1.05.02d** When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.
 - **1.05.02e** Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.

- **1.05.03** Flagging services will be performed by qualified Railway flaggers.
 - **1.05.03a** Flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railways Representative.
 - **1.05.03b** Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.
 - **1.05.03c** The cost of flagger services provided by the Railway will be borne by **(Agency)**. The estimated cost for one (1) flagger is approximately between \$800.00-\$1,600.00 for an eight (8) hour basic day with time and one-half or

double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, vehicle, transportation, meals, lodging, radio, equipment, supervision and other costs incidental to performing flagging services. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. **THE FLAGGING RATE IN EFFECT AT THE TIME OF PERFORMANCE BY THE CONTRACTOR HEREUNDER WILL BE USED TO CALCULATE THE ACTUAL COSTS OF FLAGGING PURSUANT TO THIS PARAGRAPH.**

- **1.05.03d** The average train traffic on this route is _____ freight trains per 24-hour period at a timetable speed _____ MPH and _____ passenger trains at a timetable speed of _____ MPH.

1.06 Contractor General Safety Requirements

- **1.06.01** Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by contractors within 25 feet of any track must be in compliance with FRA Roadway Worker Protection Regulations.
- **1.06.02** Before beginning any task on Railway Property, a thorough job safety briefing must be conducted with all personnel involved with the task and repeated when the personnel or task changes. If the task is within 25 feet of any track, the job briefing must include the Railway's flagger, as applicable, and include the procedures the Contractor will use to protect its employees, subcontractors, agents or invitees from moving any equipment adjacent to or across any Railway track(s).
- **1.06.03** Workers must not work within 25 feet of the centerline of any track without an on track safety strategy approved by the Railway's Project Representative. When authority is provided, every contractor employee must know: (1) who the Railway flagger is, and how to contact the flagger, (2) limits of the authority, (3) the method of communication to stop and resume work, and (4) location of the designated places of safety. Persons or equipment entering flag/work limits that were not previously job briefed, must notify the flagger immediately, and be given a job briefing when working within 25 feet of the center line of track.
- **1.06.04** When Contractor employees are required to work on the Railway Property after normal working hours or on weekends, the Railway's representative in charge of the project must be notified. A minimum of two employees must be present at all times.
- **1.06.05** Any employees, agents or invitees of Contractor or its subcontractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railway's Property and subsequently released to the custody of a representative of Contractor management. Future access to the Railway's Property by that employee will be denied.
- **1.06.06** Any damage to Railway Property, or any hazard noticed on passing trains must be

reported immediately to the Railway's representative in charge of the project. Any vehicle or machine which may come in contact with track, signal equipment, or structure (bridge) and could result in a train derailment must be reported immediately to the Railway representative in charge of the project and to the Railway's Resource Operations Center at 1(800) 832-5452. Local emergency numbers are to be obtained from the Railway representative in charge of the project prior to the start of any work and must be posted at the job site.

- **1.06.07** For safety reasons, all persons are prohibited from having pocket knives, firearms or other deadly weapons in their possession while working on Railway's Property.
- **1.06.08** All personnel protective equipment (PPE) used on Railway Property must meet applicable OSHA and ANSI specifications. Current Railway personnel protective equipment requirements are listed on the web site, www.BNSFContractor.com, however, a partial list of the requirements include: a) safety glasses with permanently affixed side shields (no yellow lenses); b) hard hats; c) safety shoe with: hardened toes, above-the-ankle lace-up and a defined heel; and d) high visibility retro-reflective work wear. The Railway's representative in charge of the project is to be contacted regarding local specifications for meeting requirements relating to hi-visibility work wear. Hearing protection, fall protection, gloves, and respirators must be worn as required by State and Federal regulations. **(NOTE – Should there be a discrepancy between the information contained on the web site and the information in this paragraph, the web site will govern.)**
- **1.06.09 THE CONTRACTOR MUST NOT PILE OR STORE ANY MATERIALS, MACHINERY OR EQUIPMENT CLOSER THAN 25'-0" TO THE CENTER LINE OF THE NEAREST RAILWAY TRACK. MATERIALS, MACHINERY OR EQUIPMENT MUST NOT BE STORED OR LEFT WITHIN 250 FEET OF ANY HIGHWAY/RAIL AT-GRADE CROSSINGS OR TEMPORARY CONSTRUCTION CROSSING, WHERE STORAGE OF THE SAME WILL OBSTRUCT THE VIEW OF A TRAIN APPROACHING THE CROSSING. PRIOR TO BEGINNING WORK, THE CONTRACTOR MUST ESTABLISH A STORAGE AREA WITH CONCURRENCE OF THE RAILWAY'S REPRESENTATIVE.**
- **1.06.10** Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railway's Property must be left inoperable and secured against movement. (See internet Engineering Contractor Safety Orientation program for more detailed specifications)
- **1.06.11** Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.
- **1.06.12** All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200 KV or below - 15 feet; 200 to 350 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

1.07 Excavation:

- **1.07.01** Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within the Project work area. The Contractor must determine whether excavation on Railway's Property could cause damage to buried cables resulting in delay to Railway traffic and disruption of service to users. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits. Before commencing excavation, the Contractor must contact **BNSF's Field Engineering Representative** (_____). All underground and overhead wires will be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. **It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.**
- **1.07.02** The Contractor must cease all work and notify the Railway immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work must be performed until the exact location has been determined. There will be no exceptions to these instructions.
- **1.07.03** All excavations must be conducted in compliance with applicable OSHA regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.
- **1.07.04** Any excavations, holes or trenches on the Railway's Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that Railway employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.

1.08 Hazardous Waste, Substances and Material Reporting:

- **1.08.01** If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any non-containerized commodity or material, on or adjacent to Railway's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this Agreement, Contractor must immediately:
(a) notify the Railway's Resource Operations Center at 1(800) 832-5452, of such discovery;
(b) take safeguards necessary to protect its employees, subcontractors, agents and/or third parties; and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release.

1.09 Personal Injury Reporting

- **1.09.01** The Railway is required to report certain injuries as a part of compliance with Federal Railroad Administration (FRA) reporting requirements. Any personal injury sustained

by an employee of the Contractor, subcontractor or Contractor's invitees while on the Railway's Property must be reported immediately (by phone mail if unable to contact in person) to the Railway's representative in charge of the project. The Non-Employee Personal Injury Data Collection Form contained herein is to be completed and sent by Fax to the Railway at 1(817) 352-7595 and to the Railway's Project Representative no later than the close of shift on the date of the injury.

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

(If injuries are in connection with rail equipment accident/incident, highway rail grade crossing accident or automobile accident, ensure that appropriate information is obtained, forms completed and that data entry personnel are aware that injuries relate to that specific event.)

Injured Person Type:

Passenger on train (C) Non-employee (N)
(i.e., emp of another railroad, or, non-BNSF emp involved in vehicle accident, including company vehicles)

Contractor/safety sensitive (F) Contractor/non-safety sensitive (G)

Volunteer/safety sensitive (H) Volunteer/other non-safety sensitive (I)

Non-trespasser (D) - to include highway users involved in highway rail grade crossing accidents who did not go around or through gates

Trespasser (E) - to include highway users involved in highway rail grade crossing accidents who went around or through gates

Non-trespasser (J) - Off railroad property

If train involved, Train ID:

Transmit attached information to Accident/Incident Reporting Center by:

Fax 1-817-352-7595

or by Phone 1-800-697-6736

or email to: Accident-Reporting.Center@BNSF.com

Officer Providing Information:

(Name)

(Employee No.)

(Phone #)

**REPORT PREPARED TO COMPLY WITH FEDERAL ACCIDENT REPORTING REQUIREMENTS AND PROTECTED FROM
DISCLOSURE PURSUANT TO 49 U.S.C. 20903 AND 83 U.S.C. 490**

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

INFORMATION REQUIRED TO BE COLLECTED PURSUANT TO FEDERAL REGULATION. IT SHOULD BE USED FOR COMPLIANCE WITH FEDERAL REGULATIONS ONLY AND IT IS NOT INTENDED TO PRESUME ACCEPTANCE OF RESPONSIBILITY OR LIABILITY.

1. Accident City/St: _____ 2. Date: _____ Time: _____
County: _____ 3. Temperature: _____ 4. Weather: _____
(if non BNSF location)

Mile Post / Line Segment: _____

5. Driver's License No (and state) or other ID: _____ SSN (required): _____

6. Name (last, first, mi): _____

7. Address: _____ City: _____ St: _____ Zip: _____

8. Date of Birth: _____ and/or Age: _____ Gender: _____
(if available)

Phone Number: _____ Employer: _____

9. Injury: _____ 10. Body Part: _____
(i.e., Laceration, etc.) (i.e., Hand, etc.)

11. Description of Accident (To include location, action, result, etc.):

12. Treatment:

First Aid Only _____

Required Medical Treatment _____

Other Medical Treatment _____

13. Dr. Name: _____ Date: _____

14. Dr. Address:
Street: _____ City: _____ St: _____ Zip: _____

15. Hospital Name: _____

16. Hospital Address:
Street: _____ City: _____ St: _____ Zip: _____

17. Diagnosis: _____

**REPORT PREPARED TO COMPLY WITH FEDERAL ACCIDENT REPORTING REQUIREMENTS
AND PROTECTED FROM DISCLOSURE PURSUANT TO 49 U.S.C. 20903 AND 83 U.S.C. 490**