

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Public Works *mlod*

BOARD AGENDA # *C-1

Urgent Routine

AGENDA DATE August 11, 2015

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Authorize the Director of Public Works to Sign a Grade Crossing Construction and Maintenance Agreement and an Easement Agreement with Burlington Northern Santa Fe Railroad for the Hatch Road at Santa Fe Avenue Intersection Improvement Project

STAFF RECOMMENDATIONS:

1. Authorize the Director of Public Works to sign a Grade Crossing Construction and Maintenance Agreement with Burlington Northern Santa Fe Railroad (BNSF) for the Hatch Road at Santa Fe Avenue Intersection Improvement Project.
2. Authorize the Director of Public Works to sign an Easement Agreement with BNSF for the Hatch Road at Santa Fe Avenue Intersection Improvement Project.
3. Authorize the Director of Public Works to take any and all appropriate actions to carry out the purpose and intent of these agreements.

FISCAL IMPACT:

The total estimated cost for entering into the Grade Crossing Construction and Maintenance Agreement and Easement Agreement is \$811,907. The grade crossing signal and surface installation is funded 100% by the City-County Public Facility Fee Program. Funding is available in the Fiscal Year 2015-2016 Public Works Road Projects budget.

BOARD ACTION AS FOLLOWS:

No. 2015-372

On motion of Supervisor Chiesa, Seconded by Supervisor DeMartini

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Monteith, DeMartini, and Chairman Withrow

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

ATTEST: *Christine Ferraro*
CHRISTINE FERRARO TALLMAN, Clerk

Approval to Authorize the Director of Public Works to Sign a Grade Crossing Construction and Maintenance Agreement and an Easement Agreement with Burlington Northern Santa Fe Railroad for the Hatch Road at Santa Fe Avenue Intersection Improvement Project

DISCUSSION:

In January 2004, the Board of Supervisors approved the Public Works Department Traffic Congestion Relief Program. The Traffic Congestion Relief Program provides for the installation of traffic signals, left turn lanes and related improvements on selected roadways throughout the County, including the improvements to Hatch Road at Santa Fe Avenue.

In May 2004, the Board of Supervisors awarded a contract to BKF Engineers for environmental and engineering services for the Geer Road at Santa Fe Avenue and Hatch Road at Santa Fe Avenue intersection improvements.

The proposed new traffic signals and additional through and turn lanes will improve traffic safety and enhance the flow of traffic through these intersections. Installation of safety lighting, upgrade of railroad signals, and shoulder widening will also be completed.

On August 28, 2007, the Board of Supervisors approved the Initial Study/Mitigated Negative Declaration for the Stanislaus County intersection improvements at Geer Road at Santa Fe Avenue and Hatch Road at Santa Fe Avenue.

On July 22, 2008, the Board of Supervisors adopted plans and specifications for the Phase 2 - Santa Fe Avenue Bridge Widening and Retrofit Project. This project is a phase of the Hatch Road at Santa Fe Avenue Intersection Project that will allow the construction of improvements to the Santa Fe Avenue Bridge over the Ceres Main Canal during the non irrigation season from November 1, 2008 through March 15, 2009. This bridge is located south of the intersection of Hatch Road and Santa Fe Avenue.

On October 21, 2008, the Board of Supervisors awarded the contract for the Phase 2: Santa Fe Avenue Bridge Widening and Retrofit Project to Agee Construction.

On December 9, 2008, the Board of Supervisors authorized the Director of Public Works to sign a Grade Crossing Signal and Surface Installation Agreement with BNSF for the Hatch Road at Santa Fe Avenue Intersection Improvement Project. This agreement had a limited term and expired in 2010 prior to the design being finalized.

Public Works staff has negotiated a new Construction and Maintenance Agreement and an Easement Agreement with BNSF. These new agreements have a three year term for completion. The improvements being constructed by BNSF include:

- Widening of the existing track section;
- New railroad signal controller;
- New railroad signals; and
- Relocation of existing train communication and control system.

Approval to Authorize the Director of Public Works to Sign a Grade Crossing Construction and Maintenance Agreement and an Easement Agreement with Burlington Northern Santa Fe Railroad for the Hatch Road at Santa Fe Avenue Intersection Improvement Project

Public Works staff recommends that the Board authorize the Director of Public Works to sign these agreements.

Construction of the BNSF improvements will be concurrent with the intersection improvements. Upon execution of these agreements, the project will be advertised and a new item to award a construction contract is anticipated to be brought before the Board for consideration this fall.

POLICY ISSUES:

The recommended actions are consistent with the Board's priorities of providing a safe community, a healthy community and a well-planned infrastructure system by improving traffic flow and enhancing safety at the Hatch Road at Santa Fe Avenue and Hatch Road at BNSF Railroad intersections.

STAFFING IMPACT:

Public Works staff will oversee this project.

CONTACT PERSON:

Matthew Machado, Public Works Director. Telephone: (209) 525-4153.

ATTACHMENT(S):

Grade Crossing Construction and Maintenance Agreement
-Exhibit "B": Easement Agreement

CE:sj

L:\ROADS\9208 - Hatch at Santa Fe-Phase 3\Design\Board Items\BNSF Crossing Agreement
8-4-15

GRADE CROSSING CONSTRUCTION AND MAINTENANCE
AGREEMENT

BNSF File No.: BF10005402
Mile Post 1086.95
Line Segment 7200
U.S. DOT Number 028739S
Stockton Subdivision

This Agreement ("**Agreement**"), is executed to be effective as of this 9th day of SEPTEMBER, 2015 ("**Effective Date**"), by and between BNSF RAILWAY COMPANY, a Delaware corporation ("**BNSF**"), and the Stanislaus County, a political subdivision of the State of California ("**Agency**").

RECITALS:

WHEREAS, BNSF owns and operates a line of railroad in and through the Stanislaus County, State of California;

WHEREAS, in the interest of aiding vehicular travel and public safety, the Agency is undertaking a project to improve the existing Hatch Road at-grade crossing, located at BNSF Line Segment 7200 and Milepost 1086.95, and designated by D.O.T. No. 028739S, by relocating / installing new crossing signals and activation equipment, widening of the concrete crossing surface material and relocation of the existing pole line within the existing roadway easement across the BNSF right-of-way as indicated on the Exhibit A, attached hereto and incorporated herein;

WHEREAS, the Agency desires to preempt the highway traffic control signals with the grade crossing warning devices shown on Exhibit A;

WHEREAS, "BNSF" agrees to allow the Agency to preempt the highway traffic control signals with the grade crossing warning devices indicated on Exhibit A.

WHEREAS, the parties agree that the RAILROAD will receive no ascertainable benefit from the installation of advance warning signs, pavement marking stop bars or crossing signal equipment (hereinafter collectively called, "Crossing Signal Equipment");

WHEREAS, the Agency also desires BNSF to install a new crossing surface at Hatch Road with a new concrete and rubber crossing surface;

WHEREAS, the Agency is paying for the acquisition and installation of crossing signal equipment and the new crossing surface at Hatch Road;

WHEREAS, the BNSF agrees to purchase and install, at Agency's sole expense, the crossing signal equipment, the new crossing surface and as described in the scope of work herein, and upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I) SCOPE OF WORK

1. The term "**Project**" as used herein includes any and all work related to the relocation / installation of the new crossing signals and activation equipment, widening of the concrete surface material and relocation of the existing pole line at U.S. D.O.T No. 028739S, (hereinafter referred to as the "**Crossing**") by BNSF, more particularly described on the Exhibit A, including, but not limited to, any and all changes to telephone, telegraph, signal and electrical lines and appurtenances, temporary and permanent track work, fencing, grading, alterations to or new construction of drainage facilities, preliminary and construction engineering and contract preparation.

ARTICLE II) RAILROAD OBLIGATIONS

In consideration of the covenants of Agency set forth herein and the faithful performance thereof, BNSF agrees as follows:

1. Upon Agency's payment to BNSF of an administrative fee in the sum of Two Thousand and No/100 Dollars (\$2,000) and the additional sum of Six Thousand Eight Hundred and Two and No/100 Dollars (\$6,802.00), such payment to be made within thirty (30) days of issuing the Notice to Proceed pursuant to Article III, Section 8 of this Agreement, and provided further that Agency is in compliance with the term and conditions of this Agreement, BNSF will grant to Agency, its successors and assigns, an easement (hereinafter called, the "Easement") to enter upon and use that portion of BNSF's right-of-way as is necessary to use and maintain the Structure, substantially in the form of Exhibit B attached to this Agreement. If Agency fails to pay BNSF within the thirty day time period set forth in the preceding sentence, BNSF may stop construction of the Project until full payment is received by BNSF.

2. BNSF will furnish all labor, materials, tools, and equipment for railroad work required for the construction of the Project, such railroad work and the estimated cost thereof being as shown on Exhibit D attached hereto and made a part hereof. In the event construction on the Project has not commenced within six (6) months following the Effective Date, BNSF may, in its sole and absolute discretion, revise the cost

estimates set forth in said Exhibit D. In such event, the revised cost estimates will become a part of this Agreement as though originally set forth herein. Any item of work incidental to the items listed on Exhibit D not specifically mentioned therein may be included as a part of this Agreement upon written approval of Agency, which approval will not be unreasonably withheld. Construction of the Project must include the following railroad work by BNSF:

- (a) Procurement of materials, equipment and supplies necessary for the railroad work;
- (b) Preliminary engineering, design, and contract preparation;
- (c) Furnishing of flagging services during construction of the Project as required and set forth in further detail on Exhibit C, attached to this Agreement and made a part hereof;
- (d) Furnishing engineering and inspection as required in connection with the construction of the Project;
- (b) Removal and disposal of the existing crossing surfaces from the Crossing;
- (c) Provide and place asphalt beneath the track(s) to provide further sub-grade stability prior to BNSF installing new concrete crossing surfaces;
- (d) Installation of one 136-foot concrete crossing surface for the one track complete with new rail, ties, ballast, fasteners, along with appropriate surfacing, to carry the improved roadway and sidewalks;
- (e) Installation of Crossing Signal Equipment and Crossing Signal Control House as shown on Exhibit A;
- (f) Provide an interface box, with contact terminals, mounted on side of Crossing Signal Control House;
- (g) Make such changes in the alignment, location and elevation of its telephone, telegraph, signal and/or wire lines and appurtenances along, over or under the tracks, both temporary and permanent, as may become necessary by reason of the construction of the Project.

3. BNSF will do all railroad work set forth in Article II, Section 2 above on an actual cost basis, when BNSF, in its sole discretion, determines it is required by its labor agreements to perform such work with its own employees working under applicable collective bargaining agreements.

4. Agency agrees to reimburse BNSF for work of an emergency nature caused by Agency or Agency's contractor in connection with the Project which BNSF deems is

reasonably necessary for the immediate restoration of railroad operations, or for the protection of persons or BNSF property. Such work may be performed by BNSF without prior approval of Agency and Agency agrees to fully reimburse BNSF for all such emergency work.

5. BNSF may charge Agency for insurance expenses, including self-insurance expenses, when such expenses cover the cost of Employer's Liability (including, without limitation, liability under the Federal Employer's Liability Act) in connection with the construction of the Project. Such charges will be considered part of the actual cost of the Project, regardless of the nature or amount of ultimate liability for injury, loss or death to BNSF's employees, if any.

6. During the construction of the Project, BNSF will send Agency progressive invoices detailing the costs of the railroad work performed by BNSF under this Agreement. Agency must reimburse BNSF for completed force-account work within thirty (30) days of the date of the invoice for such work. Upon completion of the Project, BNSF will send Agency a detailed invoice of final costs, segregated as to labor and materials for each item in the recapitulation shown on Exhibit D. Pursuant to this section and Article IV, Section 7 herein, Agency must pay the final invoice within ninety (90) days of the date of the final invoice. BNSF will assess a finance charge of .033% per day (12% per annum) on any unpaid sums or other charges due under this Agreement which are past its credit terms. The finance charge continues to accrue daily until the date payment is received by BNSF, not the date payment is made or the date postmarked on the payment. Finance charges will be assessed on delinquent sums and other charges as of the end of the month and will be reduced by amounts in dispute and any unposted payments received by the month's end. Finance charges will be noted on invoices sent to Agency under this section. **For purposes of computing the time limits prescribed by Section 911.2 of the California Government Code for the presentment of a claim against the Agency the cause of action for failure to reimburse BNSF for the costs of the Railroad work performed by it pursuant to this Agreement shall be deemed to have accrued one hundred and eighty (180) days of the date of the final invoice.**

ARTICLE III) AGENCY OBLIGATIONS

In consideration of the covenants of BNSF set forth herein and the faithful performance thereof, Agency agrees as follows:

1. Agency must furnish to BNSF plans and specifications for the Project. Said plans (reduced size 11" x 17"), showing the plan and profile of the roadway work on BNSF right-of-way and marked as Exhibit A, attached hereto and made a part hereof, must be submitted to BNSF for the development of railroad cost estimates.

2. Agency must make any required application and obtain all required permits and approvals for the construction of the Project.

3. Agency must acquire all rights of way necessary for the construction of the Project.

4. Agency must make any and all arrangements, in compliance with BNSF's Utility Accommodation Manual (<http://www.bnsf.com/communities/faqs/pdf/utility.pdf>), for the installation or relocation of wire lines, pipe lines and other facilities owned by private persons, companies, corporations, political subdivisions or public utilities other than BNSF which may be necessary for the construction of the Project.

5. Agency must construct the Project as shown on the attached Exhibit A and do all work ("Agency's Work") provided for in the plans and specifications for the Project, except railroad work that will be performed by BNSF hereunder. Agency must furnish all labor, materials, tools and equipment for the performance of Agency's Work. The principal elements of Agency's Work are as follows:

- (a) Design and Widening of Hatch Road;
- (b) Installation of a pavement marking stop bar in accordance with the Manual on Uniform Traffic Control Devices (hereinafter called, "MUTCD");
- (c) Installation of advance warning signs in accordance with the MUTCD
- (d) Perform all necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on BNSF's right-of-way;
- (e) Provide suitable drainage, both temporary and permanent;
- (f) Provide all barricades, lights, flagmen or traffic control devices necessary for preventing vehicular traffic from using a portion of the Crossing, during the installation of the concrete crossing surfaces, and also during the installation of the Crossing Signal Equipment.
- (g) Construct asphalt/concrete roadway surface on approaches to each track.
- (h) Provide and place six (6) to twelve (12) inch wide section of asphalt between roadway concrete headers (and sidewalks) and the new concrete crossing surfaces.
- (i) Job site cleanup including removal of all construction materials, concrete debris, surplus soil, refuse, contaminated soils, asphalt debris, litter and other waste materials to the satisfaction of BNSF;

- (j) Provide BNSF in writing with the total time required from start of preempt cycle of highway traffic control signals until arrival of the train at the highway-rail crossing;
- (k) Connect the highway traffic control signals to the contact terminals in the interface box including all necessary cable and conduit;
- (l) Install the new highway traffic control signals.

6. The Agency will approve the location of the signals and signal bungalow prior to the installation by BNSF.

7. The Agency must have advanced railroad crossing signs and standard pavement markings in place at the crossing shown on Exhibit A (if the same are required by the MUTCD) prior to the acceptance of this Project by the Agency.

8. The Agency must give BNSF's Manager Public Projects written notice to proceed ("**Notice to Proceed**") with the railroad portion of the work after receipt of necessary funds for the Project. BNSF will not begin the railroad work (including, without limitation, procurement of supplies, equipment or materials) until written Notice to Proceed is received from Agency.

9. The Agency's Work must be performed by Agency or Agency's contractor in a manner that will not endanger or interfere with the safe and timely operations of BNSF and its facilities.

10. For any future inspection or maintenance, either routine or otherwise, performed by subcontractors on behalf of the Agency, Agency shall require the subcontractors to comply with the provisions of the attached Exhibit C and execute the agreement attached hereto as Exhibit C-1. Prior to performing any future maintenance with its own personnel, Agency shall: comply with all of BNSF's applicable safety rules and regulations; require any Agency employee performing maintenance to complete the safety training program at the BNSF's Internet Website "www.contractororientation.com"; notify BNSF when, pursuant to the requirements of Exhibit C, a flagger is required to be present; procure, and have approved by BNSF's Risk Management Department, Railroad Protective Liability insurance.

11. Agency must require its contractor(s) to notify BNSF's Roadmaster at least thirty (30) calendar days prior to requesting a BNSF flagman in accordance with the requirements of Exhibit C attached hereto. Additionally, Agency must require its contractor(s) to notify BNSF's Manager of Public Projects thirty (30) calendar days prior to commencing work on BNSF property or near BNSF tracks.

12. Agency must include the following provisions in any contract with its contractor(s) performing work on said Project:

- (a) The Contractor is placed on notice that fiber optic, communication and other cable lines and systems (collectively, the "Lines") owned by various telecommunications companies may be buried on BNSF's property or right-of-way. The locations of these Lines have been included on the plans based on information from the telecommunications companies. The contractor will be responsible for contacting BNSF and the telecommunications companies and notifying them of any work that may damage these Lines or facilities and/or interfere with their service. The contractor must also mark all Lines shown on the plans or marked in the field in order to verify their locations. The contractor must also use all reasonable methods when working in the BNSF right-of-way or on BNSF property to determine if any other Lines (fiber optic, cable, communication or otherwise) may exist.
- (b) Failure to mark or identify these Lines will be sufficient cause for BNSF's engineering representative Yasmin Ara at (909) 386-4075 to stop construction at no cost to the Agency or BNSF until these items are completed.
- (c) The Contractor will be responsible for the rearrangement of any facilities or Lines determined to interfere with the construction. The Contractor must cooperate fully with any telecommunications company(ies) in performing such rearrangements.
- (d) In addition to the liability terms contained elsewhere in this Agreement, the contractor hereby indemnifies, defends and holds harmless BNSF for, from and against all cost, liability, and expense whatsoever (including, without limitation, attorney's fees and court costs and expenses) arising out of or in any way contributed to by any act or omission of Contractor, its subcontractors, agents and/or employees that cause or in any way or degree contribute to (1) any damage to or destruction of any Lines by Contractor, and/or its subcontractors, agents and/or employees, on BNSF's property or within BNSF's right-of-way, (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on BNSF's property or within BNSF's right-of-way, and/or (3) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of such telecommunication company(ies). **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY, DEATH, CAUSE OF ACTION OR CLAIM WAS OCCASIONED BY OR**

**CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS,
SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE
EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY
THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF BNSF.**

13. Agency must require compliance with the obligations set forth in this agreement, including Exhibit C and Exhibit C-1, and incorporate in each prime contract for construction of the Project, or the specifications therefor (i) the provisions set forth in Article III and IV; and (ii) the provisions set forth in Exhibit C and Exhibit C-1, attached hereto and by reference made a part hereof.

14. Except as otherwise provided below in this Section 13, all construction work performed hereunder by Agency for the Project will be pursuant to a contract or contracts to be let by Agency, and all such contracts must include the following:

- (a) All work performed under such contract or contracts within the limits of BNSF's right-of-way must be performed in a good and workmanlike manner in accordance with plans and specifications approved by BNSF;
- (b) Changes or modifications during construction that affect safety or BNSF operations must be subject to BNSF's approval;
- (c) No work will be commenced within BNSF's right-of-way until each of the prime contractors employed in connection with said work must have (i) executed and delivered to BNSF an agreement in the form of Exhibit C-1, and (ii) delivered to and secured BNSF's approval of the required insurance; and
- (d) If it is in Agency's best interest, Agency may direct that the construction of the Project be done by day labor under the direction and control of Agency, or if at any time, in the opinion of Agency, the contractor has failed to prosecute with diligence the work specified in and by the terms of said contract, Agency may terminate its contract with the contractor and take control over the work and proceed to complete the same by day labor or by employing another contractor(s) provided; however, that any contractor(s) replacing the original contractor(s) must comply with the obligations in favor of BNSF set forth above and, provided further, that if such construction is performed by day labor, Agency will, at its expense, procure and maintain on behalf of BNSF the insurance required by Exhibit C-1.
- (e) To facilitate scheduling for the Project, Agency shall have its contractor give BNSF's Roadmaster 4 weeks advance notice of the proposed times and dates for work windows. BNSF and Agency's contractor will establish mutually agreeable work windows for the Project. BNSF has the right at any time to revise or change the work windows, due to train operations or

service obligations. BNSF will not be responsible for any additional costs and expenses resulting from a change in work windows. Additional costs and expenses resulting from a change in work windows shall be accounted for in the contractor's expenses for the Project.

15. Agency must advise the appropriate BNSF Manager Public Projects, in writing, of the completion date of the Project within thirty (30) days after such completion date. Additionally, Agency must notify BNSF's Manager Public Projects, in writing, of the date on which Agency and/or its Contractor will meet with BNSF for the purpose of making final inspection of the Project.

16. TO THE FULLEST EXTENT PERMITTED BY LAW, AGENCY HEREBY RELEASES, INDEMNIFIES, DEFENDS AND HOLDS HARMLESS BNSF, ITS AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, THE EMPLOYEES OF THE PARTIES HERETO) OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART) (I) THE USE, OCCUPANCY OR PRESENCE OF AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (II) THE PERFORMANCE, OR FAILURE TO PERFORM BY THE AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS, ITS WORK OR ANY OBLIGATION UNDER THIS AGREEMENT, (III) THE SOLE OR CONTRIBUTING ACTS OR OMISSIONS OF AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (IV) AGENCY'S BREACH OF THE TEMPORARY CONSTRUCTION LICENSE OR EASEMENT GRANTED TO AGENCY PURSUANT TO ARTICLE II OF THIS AGREEMENT, (V) ANY RIGHTS OR INTERESTS GRANTED TO AGENCY PURSUANT TO THE TEMPORARY CONSTRUCTION LICENSE OR EASEMENT DISCUSSED IN ARTICLE II OF THIS AGREEMENT, (VI) AGENCY'S OCCUPATION AND USE OF BNSF'S PROPERTY OR RIGHT-OF-WAY, INCLUDING, WITHOUT LIMITATION, SUBSEQUENT MAINTENANCE OF THE STRUCTURE BY AGENCY, OR (VII) AN ACT OR OMISSION OF AGENCY OR ITS OFFICERS, AGENTS, INVITEES, EMPLOYEES OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER. THE LIABILITY ASSUMED BY AGENCY WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY OR DEATH WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF BNSF.

ARTICLE IV) JOINT OBLIGATIONS

IN CONSIDERATION of the premises, the parties hereto mutually agree to the following:

1. All work contemplated in this Agreement must be performed in a good and workmanlike manner and each portion must be promptly commenced by the party obligated hereunder to perform the same and thereafter diligently prosecuted to conclusion in its logical order and sequence. Furthermore, any changes or modifications during construction which affect BNSF will be subject to BNSF's approval prior to the commencement of any such changes or modifications.
2. The work hereunder must be done in accordance with the Exhibit A and the detailed plans and specifications approved by BNSF.
3. Agency must require its contractor(s) to reasonably adhere to the Project's construction schedule for all Project work. The parties hereto mutually agree that BNSF's failure to complete the railroad work in accordance with the construction schedule due to inclement weather or unforeseen railroad emergencies will not constitute a breach of this Agreement by BNSF and will not subject BNSF to any liability. Regardless of the requirements of the construction schedule, BNSF reserves the right to reallocate the labor forces assigned to complete the railroad work in the event of an emergency to provide for the immediate restoration of railroad operations of either BNSF or its related railroads, or to protect persons or property on or near any BNSF owned property. BNSF will not be liable for any additional costs or expenses resulting from any such reallocation of its labor forces. The parties mutually agree that any reallocation of labor forces by BNSF pursuant to this provision and any direct or indirect consequences or costs resulting from any such reallocation will not constitute a breach of this Agreement by BNSF.
4. BNSF will have the right to stop construction work on the Project if any of the following events take place: (i) Agency (or any of its contractors) performs the Project work in a manner contrary to the plans and specifications approved by BNSF; (ii) Agency (or any of its contractors), in BNSF's opinion, prosecutes the Project work in a manner that is hazardous to BNSF 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) Agency fails to pay BNSF for the Temporary Construction License or the Easement pursuant to Article II, Section 1 of this Agreement. The work stoppage will continue until all necessary actions are taken by Agency or its contractor to rectify the situation to the satisfaction of BNSF's Division Engineer or until proof of additional insurance has been delivered to and accepted by BNSF. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction

License, or (iii) the Easement, BNSF 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 BNSF. BNSF's right to stop the work is in addition to any other rights BNSF may have including, but not limited to, actions or suits for damages or lost profits. In the event that BNSF desires to stop construction work on the Project, BNSF agrees to immediately notify the following individual in writing:

Colt Esenwein, P.E.
Stanislaus County
Public Works Deputy Director
1716 Morgan Road
Modesto, CA 95358-5805
(209) 525-5805

5. Agency must supervise and inspect the operations of all Agency contractors to ensure compliance with the plans and specifications approved by BNSF, the terms of this Agreement and all safety requirements of BNSF. If BNSF determines that proper supervision and inspection are not being performed by Agency personnel at any time during construction of the Project, BNSF has the right to stop construction (within or adjacent to its operating right-of-way). Construction of the Project will not proceed until Agency corrects the situation to BNSF's reasonable satisfaction. If BNSF feels the situation is not being corrected in an expeditious manner, BNSF will immediately notify Colt Esenwein (209) 525-5805 for appropriate corrective action.

6. Pursuant to this section and Article II, Section 6 herein, Agency must, reimburse BNSF in full for the **actual costs** of all work performed by BNSF under this Agreement (including taxes, such as applicable sales and use taxes, business and occupation taxes, and similar taxes), less BNSF's Share as set forth in Article IV, Section 6 herein. BNSF's Share must be paid upon completion of the Project.

In any action brought under this Agreement, the prevailing Party shall be entitled to recover its actual costs and attorneys fees pursuant to California Civil Code Section 1717, as well as other litigation costs, including expert witness fees. The prevailing Party shall also be entitled to recover all actual attorneys fees and litigation costs incurred in connection with the enforcement of a judgment arising from such action or proceeding.

7. All expenses detailed in statements sent to Agency pursuant to Article II, Section 6 herein will comply with the terms and provisions of the Title 23 U.S. Code, Title 23 Code of Federal Regulations, and the Federal-Aid Policy Guide, U.S. Department of Transportation, as amended from time to time, which manual is hereby incorporated into and made a part of this Agreement by reference. The parties mutually agree that BNSF's preliminary engineering, design, and contract preparation costs described in Article II, Section 2 herein are part of the costs of the Project even though such work may have preceded the date of this Agreement.

8. The construction of the Project will not commence until Agency gives BNSF's Manager Public Projects thirty (30) days prior written notice of such commencement. The commencement notice will reference BNSF's file number BF10005402 and D.O.T. Crossing No. 028739S and must state the time that construction activities will begin.

9. In addition to the terms and conditions set forth elsewhere in this Agreement, BNSF and the Agency agree to the following terms upon completion of construction of the Project:

- (a) Agency will own and be fully responsible for repairs, maintenance, future construction or reconstruction of the Hatch Road roadway.
- (b) Agency will maintain the elevation of the Hatch Road roadway approaches to match the elevation on the railroad track crossing surfaces and to be no more than three (3) inches above or six (6) inches below top-of-rail elevation at a distance measured thirty (30) feet from the nearest rail.
- (c) Agency will maintain the advanced railroad crossing warning signs and pavement markings and agrees to hold harmless and indemnify BNSF for any claims, damages or losses, in whole or in part, caused by or due to the Agency's failure to maintain the advanced warning signs and markings or other requirements of the MUTCD.
- (d) Agency will do nothing and permit nothing to be done in the maintenance of the Hatch Road roadway, which will interfere with or endanger facilities of BNSF.
- (e) It is expressly understood by Agency and BNSF that any right to install utilities will be governed by a separate permit or license agreement between the parties hereto.
- (f) BNSF will, at its sole cost and expense, operate and maintain the Crossing Signal Equipment, Crossing Signal Control House, and the new crossing surfaces, from end-of-tie to end-of-tie, in proper condition.
- (g) Notwithstanding the preceding provision, if any regulations, ordinances, acts, rules or other laws subsequently passed or amended by the Agency or any other governmental or legislative authority increase the Agency's portion of maintenance cost under this Agreement, BNSF will receive the benefit of any such regulations, ordinances, acts, rules or other laws and the Agency's increased portion of maintenance costs will be incorporated into and made a part of this Agreement.
- (h) If a railway or highway improvement project necessitates rearrangement, relocation, or alteration of the Crossing Signal Equipment, Crossing Signal

House, or the new crossing surface installed hereunder, the costs for such rearrangement, relocation or alteration will be the responsibility of the party requesting such changes.

- (i) If any of the Crossing Signal Equipment is partially or wholly destroyed, then such repair and/or replacement costs must be distributed among the parties as follows:
- (j) In the event the BNSF's sole negligence destroys or damages the Crossing Signal Equipment and/or the Crossing Signal House, BNSF must, at its sole cost and expense, replace or repair such Crossing Signal Equipment and/or Crossing Signal House.
- (k) In the event the Crossing Signal Equipment is damaged or destroyed by any other cause, Agency must reimburse BNSF for the costs to replace or repair such Crossing Signal Equipment and/or Crossing Signal House.
- (l) If the Crossing Signal Equipment and/or Crossing Signal House installed hereunder cannot, through age, be maintained, or by virtue of its obsolescence, requires replacement, the cost of installation of the new crossing signal equipment and/or new crossing signal house will be negotiated by the parties hereto on the basis of the current Federal Aid Railroad Signal Program participation and applicable Agency at the time of such replacement is warranted.
- (m) BNSF will operate and maintain, at its expense, the necessary relays and other materials required to preempt the highway traffic control signals with the grade crossing warning devices.
- (n) BNSF will operate and maintain, at its expense, the railroad crossing warning devices up to the contact terminals in the interface box.
- (o) Agency will own, operate and maintain, at its expense, the highway traffic control signals up to and including connection to the contact terminals in the interface box including all necessary cable and conduit.

10. Agency must notify and obtain prior authorization from BNSF's Manager of Public Projects before entering BNSF's right-of-way for **Inspection and Maintenance** purposes and the BNSF Roadmaster will determine if flagging is required. If the construction work hereunder is contracted, Agency must require its prime contractor(s) to comply with the obligations set forth in Exhibit C and Exhibit C-1, as the same may be revised from time to time. Agency will be responsible for its contractor(s) compliance with such obligations.

11. Any books, papers, records and accounts of the parties hereto relating to the work hereunder or the costs or expenses for labor and material connected with the

construction will at all reasonable times be open to inspection and audit by the agents and authorized representatives of the parties hereto, as well as the State of California and the Federal Highway Administration, for a period of one (1) year from the date of the final BNSF invoice under this Agreement.

12. The covenants and provisions of this Agreement are binding upon and inure to the benefit of the successors and assigns of the parties hereto. Notwithstanding the preceding sentence, neither party hereto may assign any of its rights or obligations hereunder without the prior written consent of the other party.

13. In the event construction of the Project does not commence within thirty-six months [3 years] of the Effective Date, this Agreement will become null and void.

14. Neither termination nor expiration of this Agreement will release either party from any liability or obligation under this Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration.

15. To the maximum extent possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is prohibited by, or held to be invalid under, applicable law, such provision will be ineffective solely to the extent of such prohibition or invalidity and the remainder of the provision will be enforceable.

16. This Agreement (including exhibits and other documents, manuals, etc. incorporated herein) is the full and complete agreement between BNSF and Agency with respect to the subject matter herein and supersedes any and all other prior agreements between the parties hereto.

17. Any notice provided for herein or concerning this Agreement must be in writing and will be deemed sufficiently given when sent by certified mail, return receipt requested, to the parties at the following addresses:

BNSF: BNSF's Manager Public Projects
Jason L. Sanchez
740 Carnegie Drive
San Bernardino, CA 92408
909-386-4474
Jason.Sanchez@bnsf.com

BNSF's Manager Signals
Dennis Skeels
740 Carnegie Drive
San Bernardino, CA 92408
909-386-4053

Dennis.Skeels@bnsf.com

BNSF's Roadmaster
Ernie Appling
Fresno, CA
559-457-7523
Earnest.Appling@bnsf.com

Agency:

Colt Esenwein, P.E.
Stanislaus County
Public Works Deputy Director
209-525-4184
esenweinc@stancounty.com

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by its duly qualified and authorized officials as of the day and year first above written.

BNSF RAILWAY COMPANY

By: Steve Anderson

Printed Name: Steve Anderson

Title: Vice President – Engineering

STANISLAUS COUNTY

By: Matthew Machado

Printed Name: Matthew Machado

Title: Director - Public Works

APPROVED AS TO FORM:
STANISLAUS COUNTY COUNSEL

BY

Thomas E. Deer

DATE:

7/23/2015

Exhibit A-1

Easement Exhibits

Exhibit A

Project Plans

CPUC Authorization

STANISLAUS COUNTY

HATCH ROAD AND SANTA FE AVENUE

INTERSECTION WIDENING PROJECT PHASE 3

1501 N. FERRIS BLVD. 17TH
 SACRAMENTO, CA 95814
 PH: (916) 933-9800
 FAX: (916) 933-9808



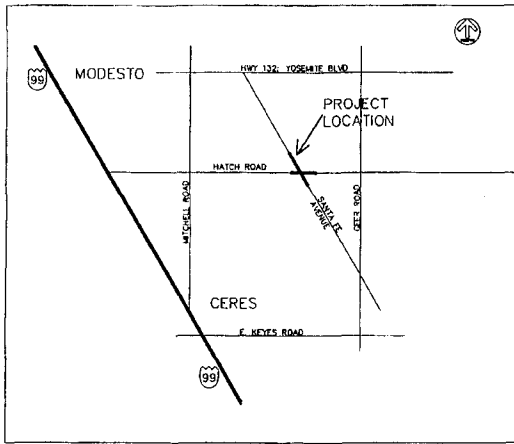
HATCH RD AND SANTA FE AVE - PHASE 3
TITLE SHEET
 STANISLAUS COUNTY CALIFORNIA

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PROJECT DESCRIPTION

PHASE 1: (NOT IN CONTRACT)
 PHASE 2: (NOT IN CONTRACT)
 PHASE 3: AT SANTA FE AVENUE AND HATCH ROAD, CONSTRUCTION OF NEW TRAFFIC SIGNALS AND INTERSECTION IMPROVEMENTS. THIS INCLUDES THE INSTALLATION OF NEW PAVEMENT, CURB AND GUTTER, TRAFFIC SIGNALS, STREET LIGHTS, AND RELOCATION OF OVERHEAD UTILITIES.



VICINITY MAP
NO SCALE

ABBREVIATIONS

AB	AGGREGATE BASE	LF	LINEAL FEET
AC	ASPHALTIC CONCRETE OR ACRES	LT	LEFT
APPR	APPROVED	MAX	MAXIMUM
APPROX	APPROXIMATELY	MIB	MIDWAY
AT&T	AMERICAN TELEPHONE & TELEGRAPH CORPORATION	N	NORTH OR NEW
DMSF	DUNELMINGTON INDIAN AND SANTA FE RAILWAY BUILDING	N15	NOR TO SCALE
RUCG	BACK OF SIDEWALK OR BOTTOM OF WALL	N1W	NORTHWEST
BW	BEHIND	OC	ON CENTER
BVC	BEGINNING OF VERTICAL CURVE	PC&E	PORTLAND CEMENT CONCRETE
C&G	CURB AND GUTTER	PC&E	PACIFIC GAS AND ELECTRIC
CL	CENTER LINE	PR	PROPOSED
CLR	CLEARANCE	PC&E	POINT OF CONNECTION
COMP	CONCRETE	PT	POINT
CONC	CONCRETE	PUE	PUBLIC UTILITY EASEMENT
CONST	CONSTRUCTION	PT&I	POINT OF VERTICAL INTERSECTION
CYP	CUBIC YARDS	PVMT	PAVEMENT
CV	CURB	R	RIGHT OR RADUS
DWG	DRAWING	R/R	RIGHT OF WAY
E	EAST OR EXISTING	R/W	RIGHT OF WAY
E&G	EXISTING GROUND CENTER LINE	RT	RIGHT
EG	EXISTING GROUND	S	SOUTH OR SLOPE
ELEC	ELECTRICAL	SE	SOUTHEAST
ELEV	ELEVATION	SF	SQUARE FEET
EP	EDGE OF PAVEMENT	SHT	SHIELD
ES	EDGE OF SHOULDER	SS	SANITARY SEWER
ES&T	EASEMENT	STD	STANDARD
ETW	EDGE OF TRAVEL WAY	STA	STATION
EV	END OF VERTICAL CURVE	SW	SIDEWALK
EX	EXISTING	TC	TOP OF CURB
FGCL	FINISH GROUND CENTER LINE	TP	TOP OF PAVEMENT
FC	FINISH GROUND	TW	TOP OF WALL
FH	FIRE HYDRANT	TD	TURLOCK IRRIGATION DISTRICT
FL	FLOW LINE	TY	TYPICAL
FS	FINISH SURFACE	V	VERTICAL
FT	FEET	VC	VERTICAL CURVE
GB	GRADE BREAK	W	WEST OR WATER OR WITH
GR	GRATE	WM	WATER METER
INV	INVERT ELEVATION	WV	WATER VALVE
HT	HEIGHT		
HTT	HORIZONTAL		
IRR	IRRIGATION		
L	LENGTH OR LEFT		

THESE PLANS HAVE BEEN CHECKED BY THE STANISLAUS COUNTY DEPARTMENT OF PUBLIC WORKS AND/OR AUTHORIZED REPRESENTATIVE. BUT SUCH CHECKING AND/OR APPROVAL DOES NOT RELIEVE THE CONTRACTOR FROM HIS/HER RESPONSIBILITY TO CORRECT ERRORS, OMISSIONS, OR MAKE CHANGES REQUIRED BY CONDITIONS DISCOVERED IN THE FIELD DURING COURSE OF CONSTRUCTION.

APPROVED BY THE COUNTY OF STANISLAUS
 DIRECTOR OF PUBLIC WORKS
 BY: *[Signature]* DATE: 11/15/12



11/8/12

Date	By	Checked	Approved
11/15/12	[Signature]	[Signature]	[Signature]

Drawing Number: **TI-01**
1 of **26**

GENERAL NOTES

1. ALL MATERIAL AND WORK SHALL CONFORM TO THE LATEST VERSION AND AMENDMENTS TO THE STATE OF CALIFORNIA STATE STANDARDS AND PLANS STANISLAUS COUNTY 2007 STANDARD PLANS AND SPECIFICATIONS. ALL IMPROVEMENTS ARE SUBJECT TO THE INSPECTION AND APPROVAL OF THE PUBLIC WORKS DEPARTMENT.
2. THE CONTRACTOR SHALL TAKE PRECAUTIONARY MEASURES TO PROTECT ALL UTILITIES. THE CONTRACTOR SHALL DO NO EXCAVATION WITH ALL UTILITY AGENCIES AND THE STANISLAUS COUNTY DEPARTMENT OF PUBLIC WORKS HAVE BEEN NOTIFIED AND HAVE BEEN GIVEN THE OPPORTUNITY TO MARK THEIR FACILITIES IN THE FIELD. THE CONTRACTOR SHALL CALL U.S.A. AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO DOING ANY EXCAVATION.
3. THESE PLANS HAVE BEEN CHECKED BY THE DEPARTMENT OF PUBLIC WORKS AND/OR AUTHORIZED REPRESENTATIVE, BUT SUCH CHECKING AND/OR APPROVAL DOES NOT RELIEVE THE CONTRACTOR FROM ITS RESPONSIBILITY TO CORRECT ERRORS, OMISSIONS OR MAKE CHANGES REQUIRED BY CONDITIONS DISCOVERED IN THE FIELD DURING THE COURSE OF CONSTRUCTION. THE CONTRACTOR IS TO MAINTAIN AS-BUILT PLANS AND THE PLANS SHALL BE MARKED ON IMMEDIATELY SHOULD ANY ERRORS, OMISSIONS OR MAKE CHANGES REQUIRED BY CONDITIONS DISCOVERED IN THE FIELD.
4. THE CONTRACTOR SHALL CONTROL DUST AT ALL TIMES. DUST CONTROL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE IMPLEMENTED IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL ORDINANCES (INCLUDING, BUT NOT LIMITED TO, THE SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT).
5. CONSTRUCTION STAKING SHALL BE DONE BY THE CONTRACTOR.
6. UNLESS OTHERWISE APPROVED, HOUSE SERVICES, FIRE HYDRANTS, GAS AND TELEPHONE LINE, AND ALL OTHER UNDERGROUND UTILITIES SHALL BE INSTALLED PRIOR TO CURB, GUTTER AND SIDEWALK CONSTRUCTION AND STREET PAVING.
7. ALL LINES ABANDONED SHALL EITHER BE REMOVED OR FIELDED WITH CONTROLLED LOW STRENGTH MATERIAL.
8. STREET STRIPING SHALL INCLUDE STOP BARS, CENTERLINE STRIPING AND LANE LINE MARKERS. CROSSWALKS AND OTHER MARKERS REQUIRED BY THE ENGINEER. STRIPING SHALL BE COMPLETED WITH THERMOPLASTIC AND REFLECTIVE MARKERS.
9. ALL TRENCHES SHALL BE BACK FILLED IN ACCORDANCE WITH STANISLAUS COUNTY STANDARDS AND SPECIFICATIONS.
10. WHEN WIDENING THE PAVEMENT ON AN EXISTING ROAD, THE EXISTING PAVEMENT SHALL BE SAW CUT TO A NEAT LINE AND REMOVED BACK TO AN EXISTING ADEQUATE STRUCTURAL SECTION OR TO THE ORIGINAL ROAD SECTION. AN EXPLORATORY TRENCH OR POT-HOLES, MAY BE REQUIRED TO DETERMINE THE LIMITS OF PAVEMENT REMOVAL.
11. EXISTING CURB, GUTTER AND SIDEWALK WITHIN THE PROJECT LIMITS THAT ARE DAMAGED OR DISPLACED DUE TO THE CONTRACTOR'S OPERATION, SHALL BE REPAIRED OR REPLACED PER STANISLAUS COUNTY STANDARDS AT THE EXPENSE OF THE CONTRACTOR.
12. PRIOR TO TRENCHING FOR STORM DRAIN PIPE, THE CONTRACTOR SHALL VERIFY IN THE FIELD, THE SIZE AND LOCATION OF EXISTING PIPE AT THE POINT OF CONNECTION. ANY DEVIATION FROM THE PLANS SHALL BE RESOLVED BY THE DESIGN ENGINEER AND APPROVED BY THE COUNTY PRIOR TO TRENCHING.
13. MANHOLES, VALVES, CLEAN OUTS, ETC. SHALL BE BROUGHT TO FINISH GRADE BY THE CONTRACTOR AFTER THE FINAL PAVING COURSE IS PLACED.
14. STORM DRAIN PIPE SIZES SHALL NOT BE CHANGED WITHOUT THE APPROVAL OF THE ENGINEER.
15. ALL CONSTRUCTION SITE ACTIVITIES SHALL CONFORM TO THE STATE WATER RESOURCES CONTROL BOARD, NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES), WASTE DISCHARGE REQUIREMENTS FOR DISCHARGES OF STORM WATER RUNOFF ASSOCIATED WITH CONSTRUCTION ACTIVITY.
16. CONTRACTOR SHALL POSITIVELY IDENTIFY THE LOCATION OF THE FIBER OPTIC LINE AS WELL AS OTHER EXISTING CONDUITS IN CLOSE PROXIMITY TO RAIL ROAD CROSSING PRIOR TO CONSTRUCTION. CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANY.
17. AN APPROVED SWPPP SHALL BE SUBMITTED TO THE COUNTY AND MUST BE ON-SITE DURING ALL CONSTRUCTION ACTIVITIES.
18. PRIOR TO INITIATING ANY CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THAT ALL NECESSARY FEDERAL, STATE, AND LOCAL PERMITS AND/OR AUTHORIZATIONS HAVE BEEN OBTAINED.

APPROXIMATE QUANTITY SCHEDULE

PROJECT ITEMS	QUANTITY	UNIT
GENERAL		
MORALIZATION	1	LS
TRAFFIC CONTROL	1	LS
CONSTRUCTION STAKING	1	LS
DEMOLITION		
CLEARING & GRUBBING	1	LS
REMOVE FENCE	936	LF
REMOVE AC WERM	297	LF
REMOVE TRAFFIC LIGHT POLE AND FIXTURE (FLASHING LIGHT)	3	EA
REMOVE TREE	3	EA
TRIM TREE	6	EA
REMOVE BOLLARD	1	LS
REMOVE EXISTING ASPHALT CONCRETE	57995	SF
AC CONFORM GRND	4152	SF
ROADWAY EXCAVATION (REMOVAL OF NATIVE & BASE MATERIAL)	819	CY
REMOVE AND SALVAGE SIGNS	13	EA
RESET MAILBOX	1	EA
REMOVE STRIPING	1	LS
ROAD CONSTRUCTION		
ASPHALT CONCRETE	5426	TON
AC DKE	647	LF
AGGREGATE BASE	5433	TON
CONCRETE ISLANDS AND MEDIANS	2366	SF
EARTHWORK	3231	CY
IMPORT/EXPORT OF SOIL (EXPORT)	191	CY
POC CURB	819	LF
RESET MONUMENTS	9	EA
FENCING	702	LF
SHOULDER BACHING	854	TON
METAL BEAM GUARDRAIL	120	LF
SIGNAGE & STRIPING		
TRAFFIC SIGNS	10	EA
OBJECT MARKERS	4	EA
LANE LINES (DETAIL 22, 27B, 29, 31, 3A, 40 YELLOW, 12" WHITE)	11015	LF
RAILROAD CROSSING SYMBOL	708	SF
TYPE II ARROW LEFT & RIGHT	840	SF
UTILITY		
POWER POLE AND LINES RELOCATION (BY OTHERS)	0	EA
AT&T UNDERGROUND CONDUIT TRENCH	133	LF
UTILITY MARKERS RELOCATION (BY OTHERS)	0	EA
TRAFFIC SIGNAL		
SIGNALS, LIGHTING, AND ELECTRICAL SYSTEMS	1	LS

CROSS-SECTION DESIGN SCHEDULE

STATION RANGE			
FROM	TO	SECTION	SHEET
SANTA FE AVE			
99+31.43	80+70.00	12	X5-03
80+70.00	64+68.00	3	X5-01
64+68.00	64+18.00	2	X5-02
64+18.00	6979.72	10	X5-03
69+79.72	70+65.76	2	X5-01
70+65.76	71+52.90	18	X5-03
71+52.90	74+54.40	17	X5-03
74+54.40	79+87.22	3	X5-01
79+87.22	81+42.87	12	X5-03
HATCH ROAD			
83+96.48	94+70.70	5	X5-01
94+70.70	92+10.08	6	X5-01
92+10.08	96+47.84	7	X5-02
96+47.84	97+54.03	1	X5-01
97+54.03	9860.06	11	X5-03
98+60.06	99+18.60	13	X5-03
99+18.60	100+49.82	2	X5-01
100+49.82	101+09.61	9	X5-02
101+09.61	102+88.52	4	X5-01
102+88.52	107+41.18	10	X5-02

PAVEMENT DESIGN SCHEDULE

PAVEMENT DESIGN CHART	AC	AB	B	R
FULL SECTIONS	7"	8.5"	11	50
AC OVERLAY FOR BRIDGE	1.75" MIN	--	--	--
OTHER AC OVERLAYS	2" MIN	--	--	--

UTILITY CONTACTS

AT&T	SUKHWANT VIRK	(209) 549-5608
CHARTER COMMUNICATIONS	ABEEL DAVILA	(209) 633-3311
NO (ELECTRICAL)	KIRK TABAR	(209) 883-8349
TD (IRRIGATION)	TOOD TROGLIN	(209) 863-8367

GEOTECHNICAL NOTES

ALL WORK, INCLUDING SOILS AND PAVEMENT SECTIONS, SHALL BE IN CONFORMANCE WITH THE FOLLOWING SOILS REPORT:
 GEOTECHNICAL SERVICES REPORT
 PROPOSED SANTA FE AVENUE INTERSECTION IMPROVEMENTS
 GERR ROAD/SANTA FE AVENUE
 AND HATCH ROAD/SANTA FE AVENUE
 STANISLAUS COUNTY, CALIFORNIA
 DATED DECEMBER 7, 2004

BY:
 KLEINFELDER
 1224 SIXTH STREET
 MODESTO, CA 95354
 (209) 577-4333

THE CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE GEOTECHNICAL INVESTIGATION REPORT AND SUBSURFACE CONDITIONS AT THE SITE.



BKF ENGINEERS, INC. 1770
 SACRAMENTO, CALIF. 95833
 PH: (916) 554-1800
 FAX: (916) 558-0299



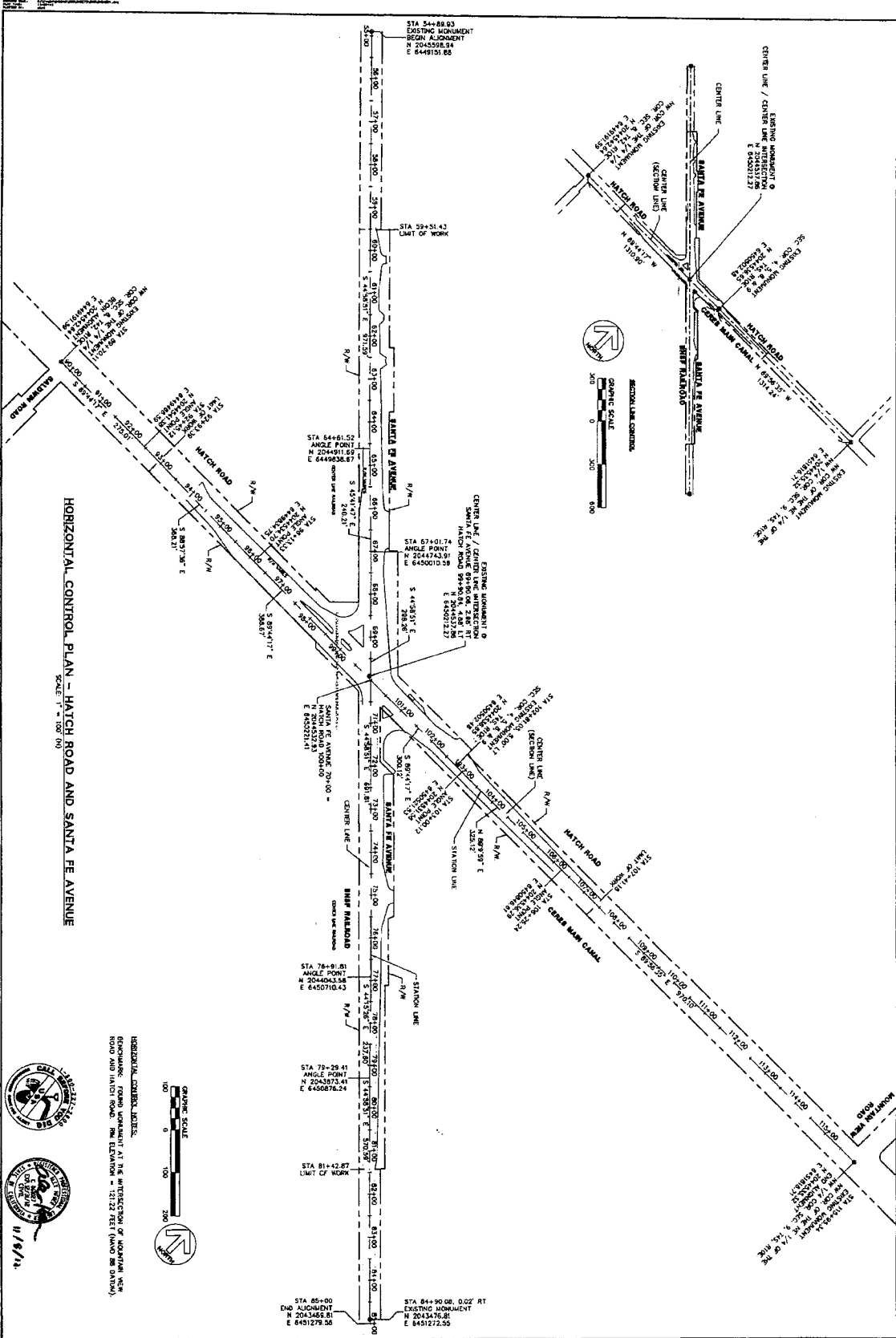
**HATCH RD AND SANTA FE AVE - PHASE 3
 GENERAL NOTES**

STANISLAUS COUNTY CALIFORNIA

Revisions:

Date	By	Check	Description
11/7/2013			

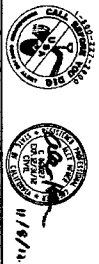
Drawing Number: **GN-01**
 2 of 26



HORIZONTAL CONTROL PLAN - HATCH ROAD AND SANTA FE AVENUE

SCALE: 1" = 100' (N)

HORIZONTAL CONTROL NOTES:
 MONUMENTS: GREEN MARKERS AT THE INTERSECTION OF HATCH ROAD AND SANTA FE AVENUE. (HATCH ROAD R/W ELEVATION = 121.22 FEET (HAND BOUND DATA))



No.	Date	Revisions
1	11/16/2012	
2		
3		
4		
5		
6		
7		
8		
9		
10		

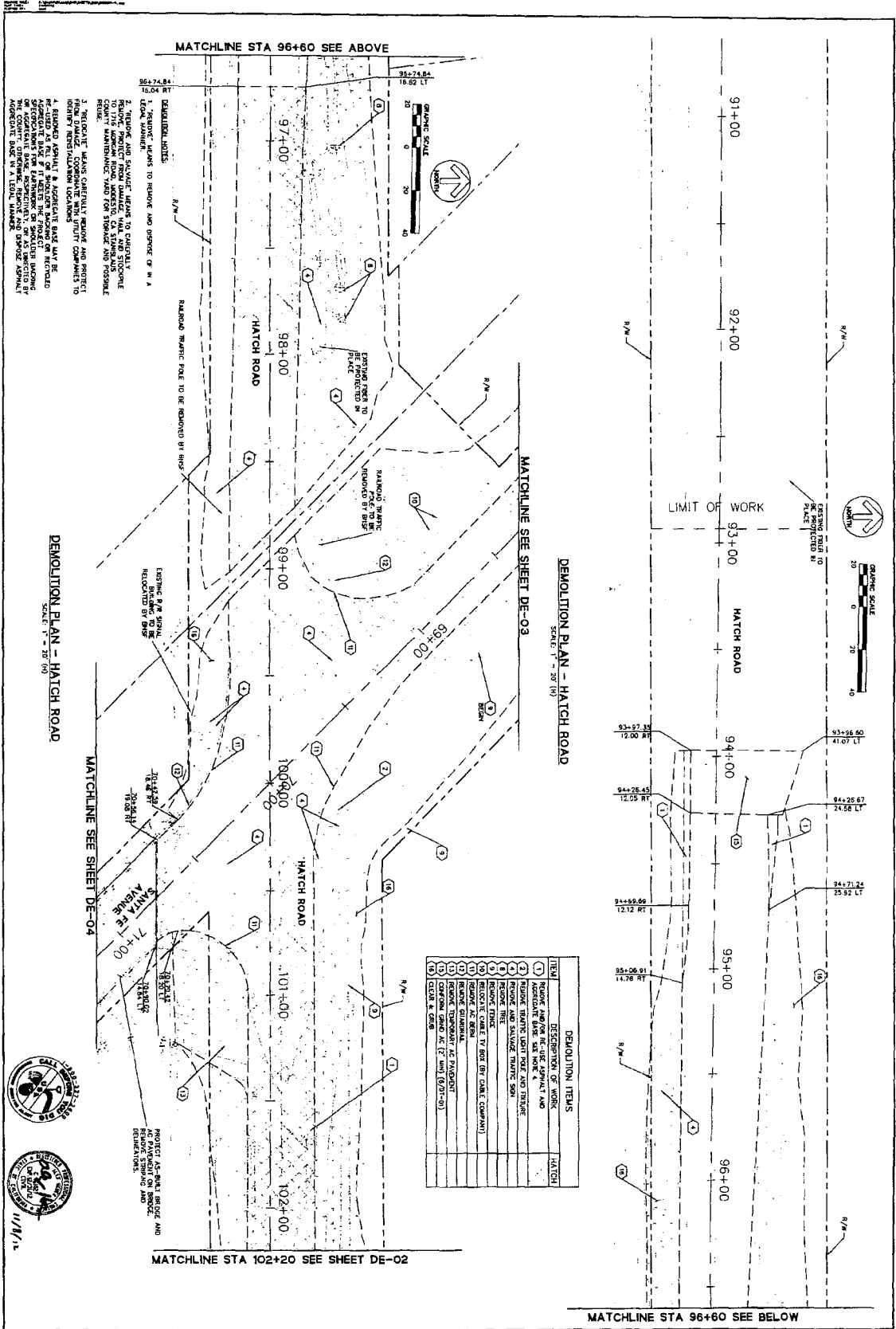
HATCH RD. AND SANTA FE AVE - PHASE 3
 HORIZONTAL CONTROL PLAN

STANISLAUS COUNTY CALIFORNIA

BKF
 ENGINEERS / SURVEYORS / PLANNERS

950 9TH STREET, SUITE 1770
 SACRAMENTO, CA 95814
 PH: (916) 556-1400
 FAX: (916) 555-5888

© BKF ENGINEERS



DEMOLITION NOTES

1. REMOVE ITEMS TO REMOVE AND DEMOLISH OR R/W.
2. REMOVE ITEMS TO REMOVE AND DEMOLISH OR R/W.
3. REMOVE ITEMS TO REMOVE AND DEMOLISH OR R/W.
4. REMOVE ITEMS TO REMOVE AND DEMOLISH OR R/W.
5. REMOVE ITEMS TO REMOVE AND DEMOLISH OR R/W.
6. REMOVE ITEMS TO REMOVE AND DEMOLISH OR R/W.
7. REMOVE ITEMS TO REMOVE AND DEMOLISH OR R/W.
8. REMOVE ITEMS TO REMOVE AND DEMOLISH OR R/W.
9. REMOVE ITEMS TO REMOVE AND DEMOLISH OR R/W.
10. REMOVE ITEMS TO REMOVE AND DEMOLISH OR R/W.
11. REMOVE ITEMS TO REMOVE AND DEMOLISH OR R/W.
12. REMOVE ITEMS TO REMOVE AND DEMOLISH OR R/W.
13. REMOVE ITEMS TO REMOVE AND DEMOLISH OR R/W.
14. REMOVE ITEMS TO REMOVE AND DEMOLISH OR R/W.
15. REMOVE ITEMS TO REMOVE AND DEMOLISH OR R/W.

DEMOLITION PLAN - HATCH ROAD
SCALE: 1" = 20' (0)

DEMOLITION PLAN - HATCH ROAD
SCALE: 1" = 20' (0)

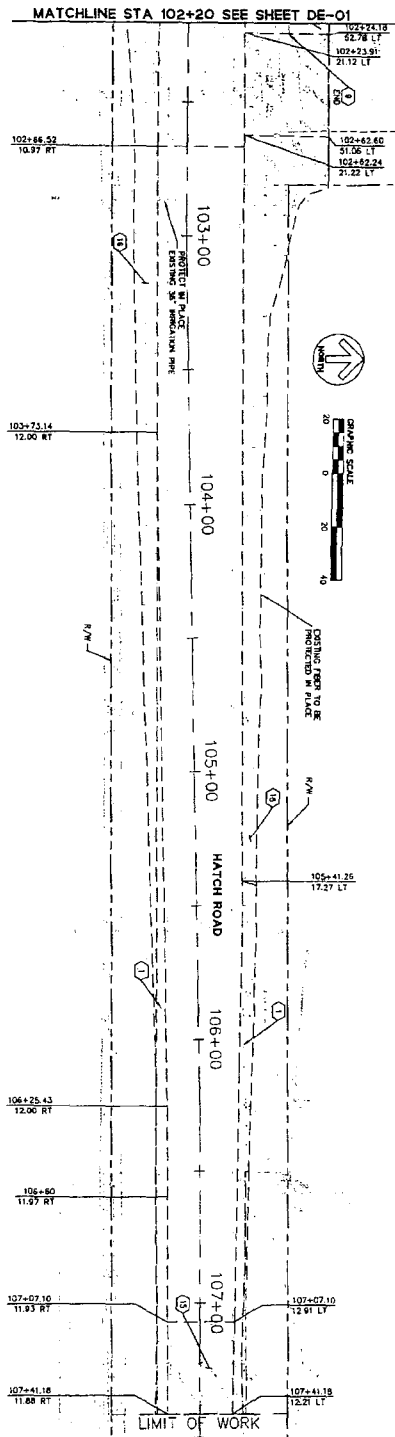
ITEM	DESCRIPTION OF WORK	HATCH
1	REMOVE AND/OR RE-USE ASPHALT AND	
2	REMOVE AND/OR RE-USE ASPHALT AND	
3	REMOVE AND/OR RE-USE ASPHALT AND	
4	REMOVE AND/OR RE-USE ASPHALT AND	
5	REMOVE AND/OR RE-USE ASPHALT AND	
6	REMOVE AND/OR RE-USE ASPHALT AND	
7	REMOVE AND/OR RE-USE ASPHALT AND	
8	REMOVE AND/OR RE-USE ASPHALT AND	
9	REMOVE AND/OR RE-USE ASPHALT AND	
10	REMOVE AND/OR RE-USE ASPHALT AND	
11	REMOVE AND/OR RE-USE ASPHALT AND	
12	REMOVE AND/OR RE-USE ASPHALT AND	
13	REMOVE AND/OR RE-USE ASPHALT AND	
14	REMOVE AND/OR RE-USE ASPHALT AND	
15	REMOVE AND/OR RE-USE ASPHALT AND	

Date:	11/9/2012
Scale:	1"=20'
Drawn:	AK
Checked:	AK
Approved:	JL
Sheet No:	DE-01
Project No:	20019045-10

HATCH RD AND SANTA FE AVE - PHASE 3
DEMOLITION PLAN - HATCH ROAD
EXISTING CONDITIONS
STANISLAUS COUNTY CALIFORNIA

BKF
ENGINEERS / ARCHITECTS / PLANNERS
960 8TH STREET, SUITE 1770
SACRAMENTO, CA 95814
PH: (916) 556-0500
FAX: (916) 556-3099

© BKF ENGINEERS



DEMOLITION PLAN - HATCH ROAD
SCALE: 1" = 20' (H)

- DEMOLITION NOTES:**
1. REMOVE AND DEMOLISH EXISTING AND PROPOSED OF R/W.
 2. REMOVE AND DEMOLISH EXISTING AND PROPOSED OF R/W.
 3. REMOVE AND DEMOLISH EXISTING AND PROPOSED OF R/W.
 4. REMOVE AND DEMOLISH EXISTING AND PROPOSED OF R/W.
 5. REMOVE AND DEMOLISH EXISTING AND PROPOSED OF R/W.

ITEM	DESCRIPTION OF WORK	DATE
1	REMOVE AND DEMOLISH EXISTING AND PROPOSED OF R/W	11/1/11
2	REMOVE AND DEMOLISH EXISTING AND PROPOSED OF R/W	11/1/11
3	REMOVE AND DEMOLISH EXISTING AND PROPOSED OF R/W	11/1/11
4	REMOVE AND DEMOLISH EXISTING AND PROPOSED OF R/W	11/1/11
5	REMOVE AND DEMOLISH EXISTING AND PROPOSED OF R/W	11/1/11



11/8/11

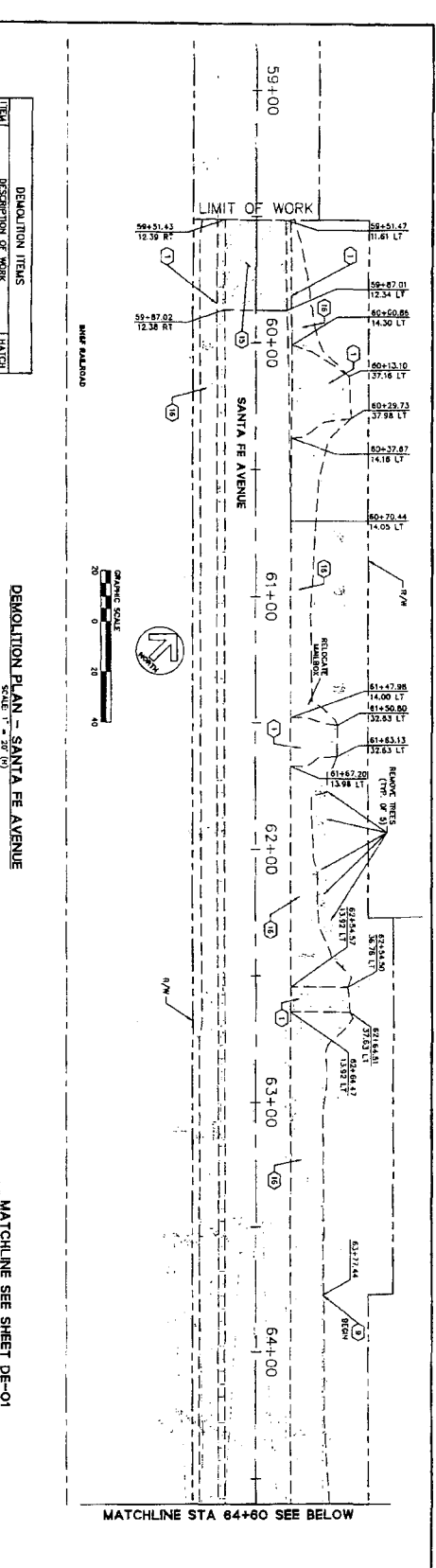
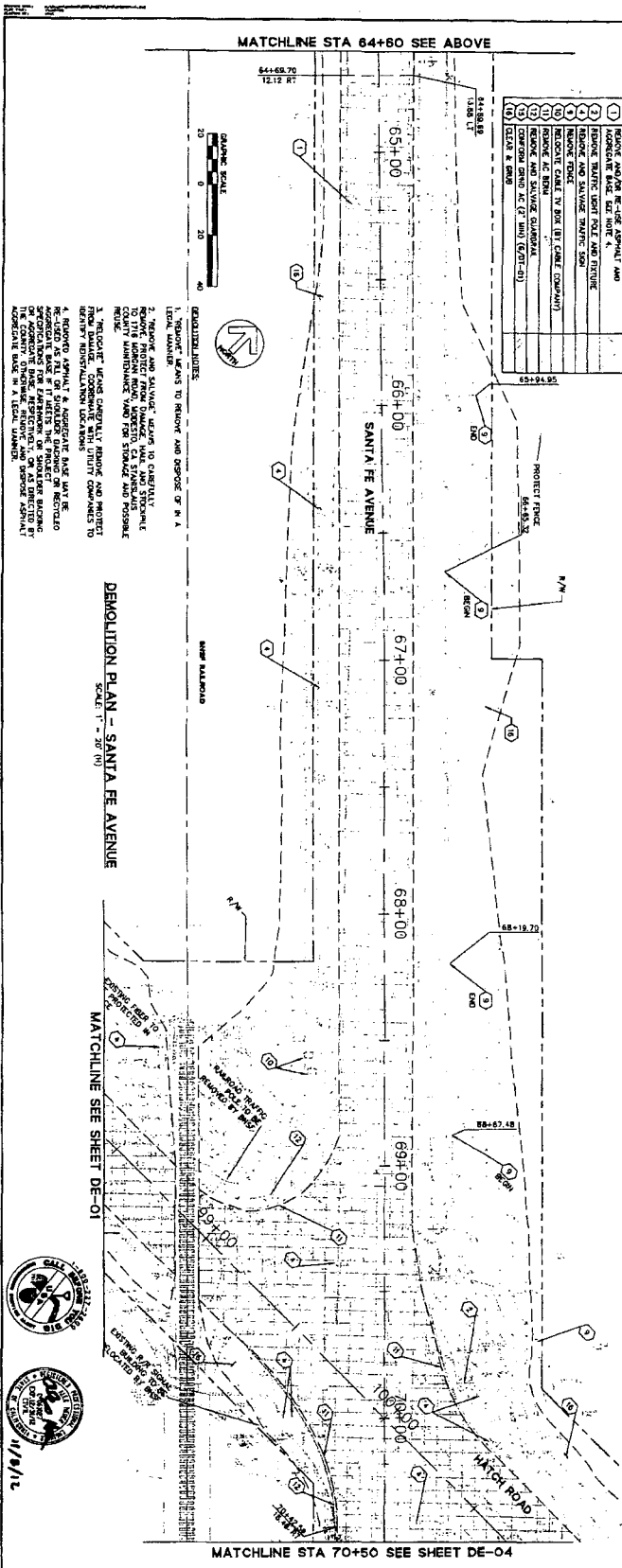
Date: 11/29/2012	No.	Revisions
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Drawn: AM		
Appr: med-DC		
Job No: 2009548-10		

**HATCH RD AND SANTA FE AVE - PHASE 3
DEMOLITION PLAN - HATCH ROAD
EXISTING CONDITIONS**
STANISLAUS COUNTY CALIFORNIA

BKF
880 6TH STREET, SUITE 1770
SACRAMENTO, CA 95814
PH: (916) 556-5000
FAX: (916) 556-5099

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DE-02
5 of 26



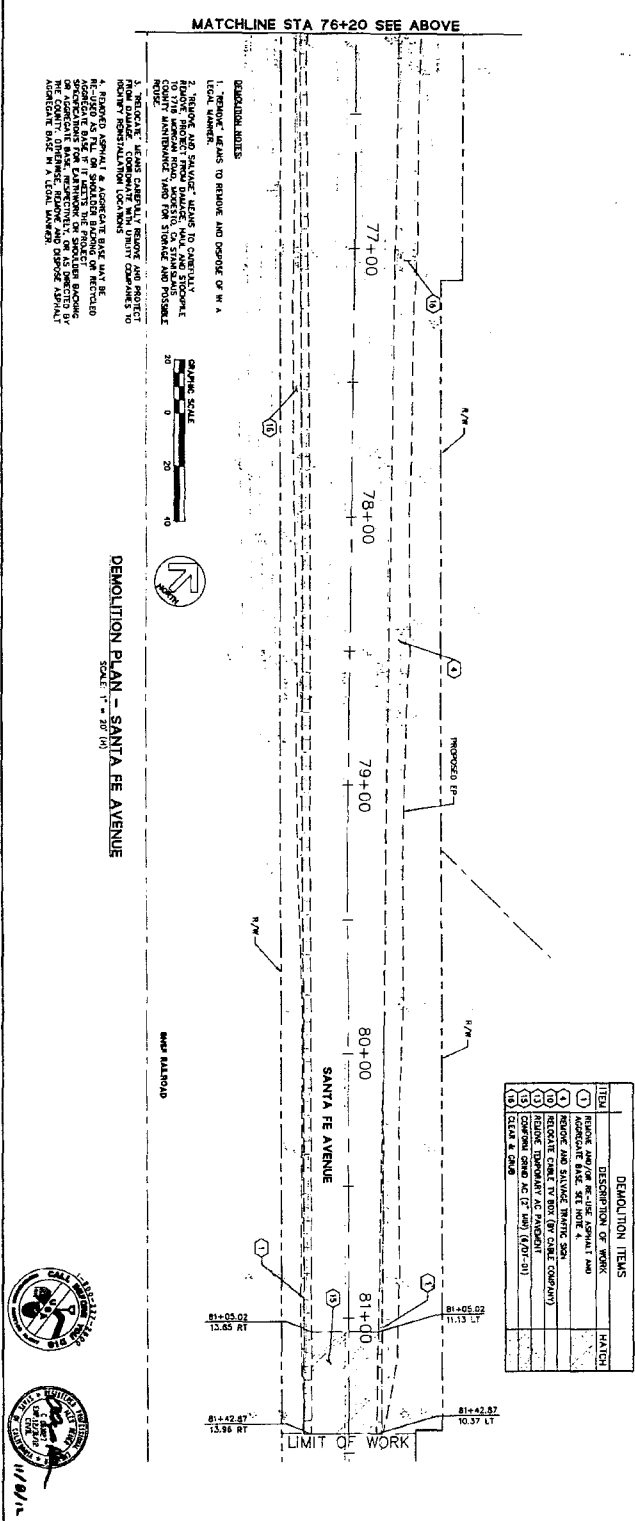
Date:	11/9/2012	By:	
Scale:	1"=20'		
Drawn:			
Checked:			
Approved:			
Job No:	2010540-10		

HATCH RD AND SANTA FE AVE - PHASE 3
DEMOLITION PLAN - SANTA FE AVENUE
 EXISTING CONDITIONS
 STANISLAUS COUNTY CALIFORNIA

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800 9TH STREET, SUITE 1770
 SACRAMENTO, CA 95811
 PH: (916) 555-5800
 FAX: (916) 555-5899

MATCHLINE STA 76+50 SEE ABOVE

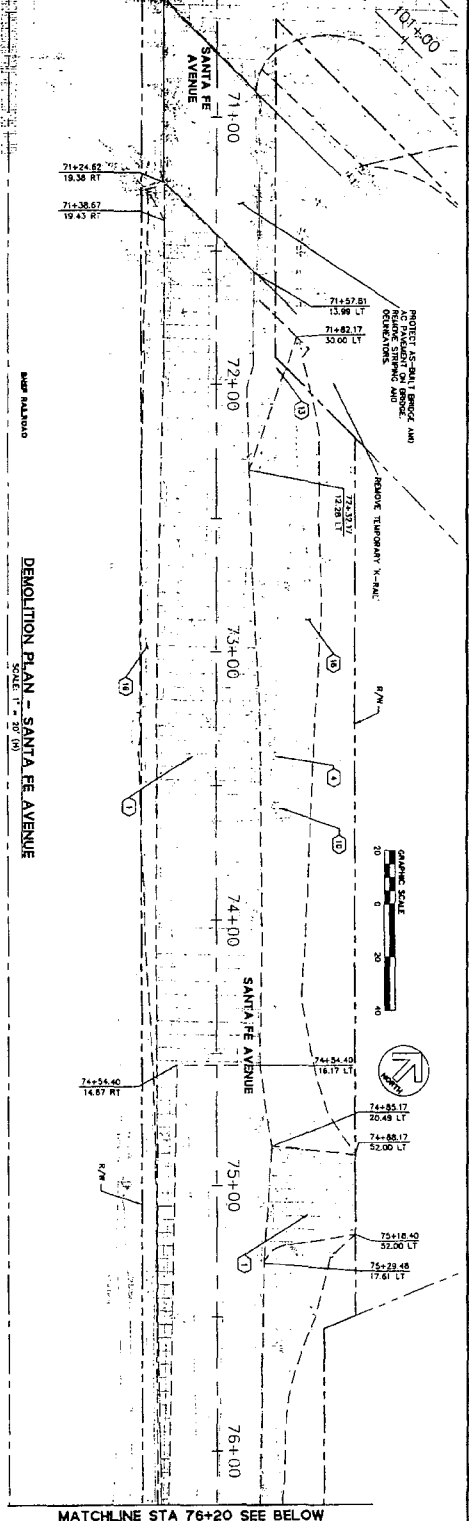


- DEMOLITION LIMITS**
1. "REMOVE" ITEMS TO REMOVE AND DISPOSE OF IN A LOCAL WAREHOUSE.
 2. "REMOVE AND SALVAGE" ITEMS TO BE CONVEYED TO THE AMERICAN RECYCLING SOCIETY OR SIMILAR RECYCLING FACILITY FOR RECYCLING AND POSSIBLE REUSE.
 3. "RELOCATE" ITEMS TO BE CONVEYED TO THE PROJECT FROM DEMOLITION TO BE REINSTALLED AT THE PROJECT LOCATION.
 4. "RELOCATE" ITEMS TO BE CONVEYED TO THE PROJECT FROM DEMOLITION TO BE REINSTALLED AT THE PROJECT LOCATION.
 5. "RELOCATE" ITEMS TO BE CONVEYED TO THE PROJECT FROM DEMOLITION TO BE REINSTALLED AT THE PROJECT LOCATION.



DEMOLITION PLAN - SANTA FE AVENUE
SCALE 1" = 20' (0)

MATCHLINE STA 70+50 SEE SHEET DE-03

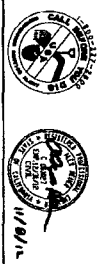


- DEMOLITION LIMITS**
1. "REMOVE" ITEMS TO REMOVE AND DISPOSE OF IN A LOCAL WAREHOUSE.
 2. "REMOVE AND SALVAGE" ITEMS TO BE CONVEYED TO THE AMERICAN RECYCLING SOCIETY OR SIMILAR RECYCLING FACILITY FOR RECYCLING AND POSSIBLE REUSE.
 3. "RELOCATE" ITEMS TO BE CONVEYED TO THE PROJECT FROM DEMOLITION TO BE REINSTALLED AT THE PROJECT LOCATION.
 4. "RELOCATE" ITEMS TO BE CONVEYED TO THE PROJECT FROM DEMOLITION TO BE REINSTALLED AT THE PROJECT LOCATION.
 5. "RELOCATE" ITEMS TO BE CONVEYED TO THE PROJECT FROM DEMOLITION TO BE REINSTALLED AT THE PROJECT LOCATION.



DEMOLITION PLAN - SANTA FE AVENUE
SCALE 1" = 20' (0)

ITEM	DESCRIPTION OF WORK	HATCHED
1	REMOVE AND DISPOSE OF IN LOCAL WAREHOUSE	
2	REMOVE AND SALVAGE AND RECYCLE	
3	RELOCATE CALL TV BOX (BY CALL COMPANY)	
4	RELOCATE TELEPHONE AC MOUNT (BY TEL CO)	
5	RELOCATE TELEPHONE AC MOUNT (BY TEL CO)	
6	RELOCATE TELEPHONE AC MOUNT (BY TEL CO)	
7	RELOCATE TELEPHONE AC MOUNT (BY TEL CO)	
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9	RELOCATE TELEPHONE AC MOUNT (BY TEL CO)	
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11	RELOCATE TELEPHONE AC MOUNT (BY TEL CO)	
12	RELOCATE TELEPHONE AC MOUNT (BY TEL CO)	
13	RELOCATE TELEPHONE AC MOUNT (BY TEL CO)	
14	RELOCATE TELEPHONE AC MOUNT (BY TEL CO)	



No.	Revisions

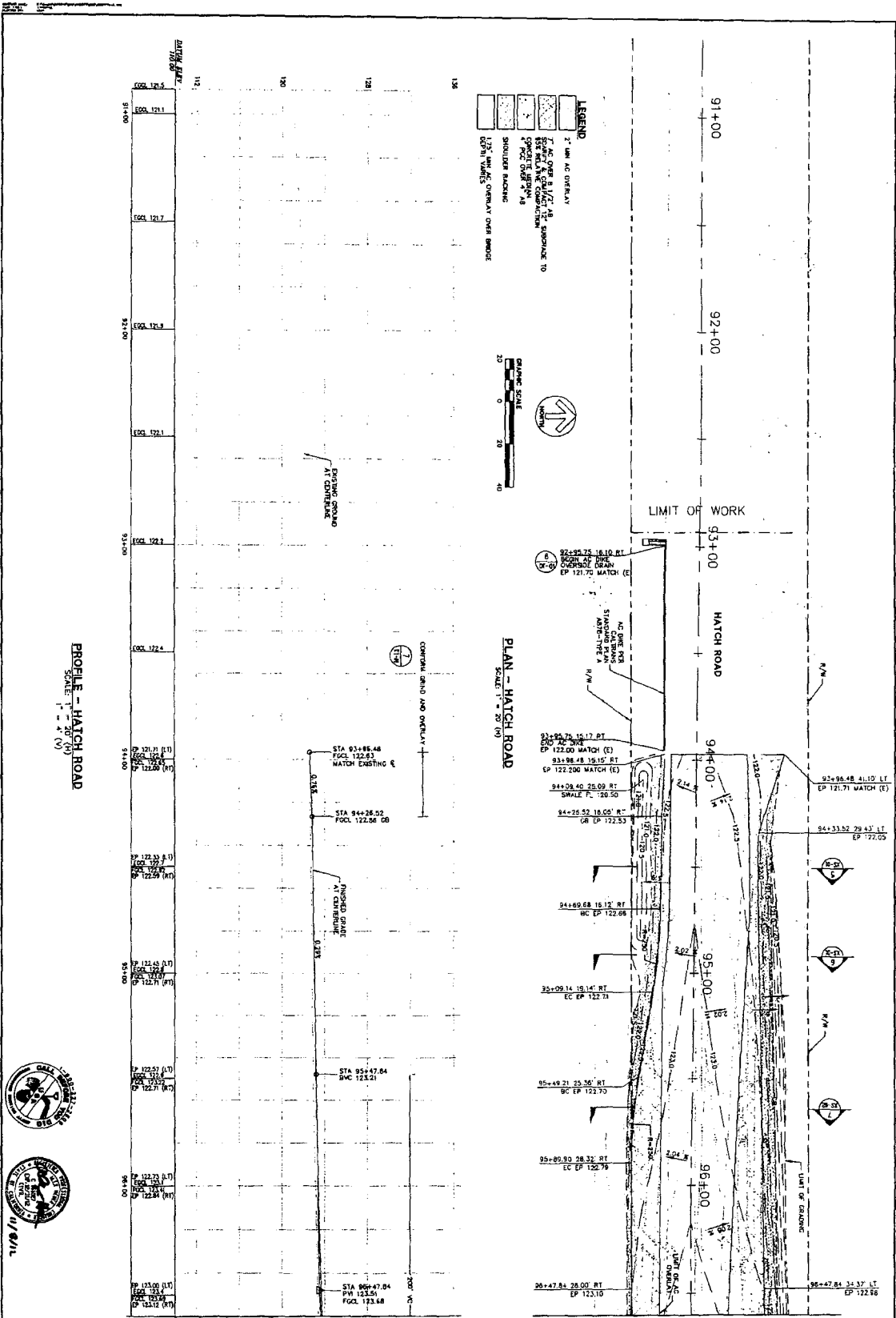
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 Drawn: JAC
 Checked: JAC
 Job No: 2010400-18

**HATCH RD AND SANTA FE AVE - PHASE 3
 DEMOLITION PLAN - SANTA FE AVENUE
 EXISTING CONDITIONS**
 STANISLAUS COUNTY CALIFORNIA

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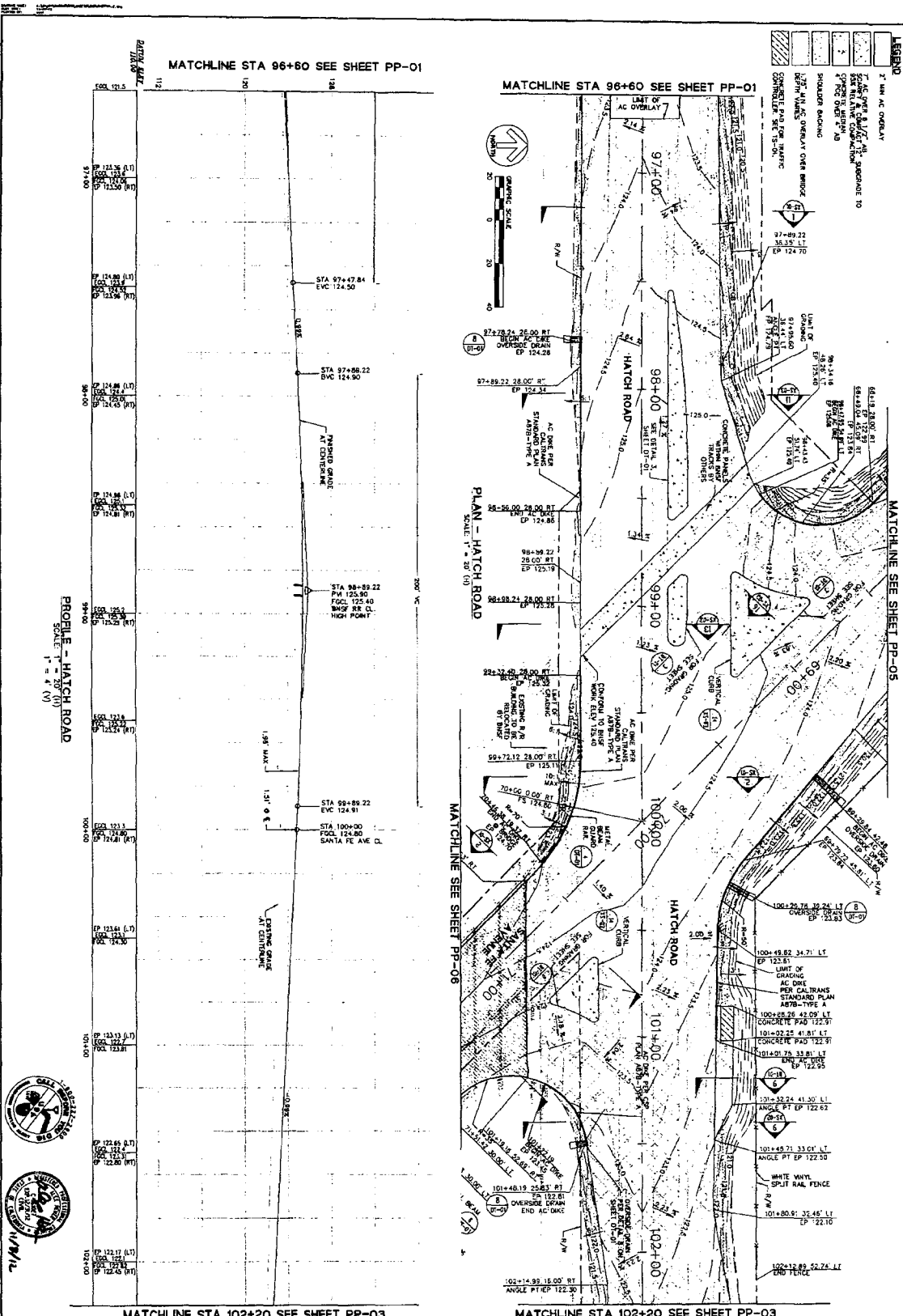
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PP-01 8 of 26	Date: 11/17/2011 Scale: 1"=30' Drawing: Drawn by: Approved: Job No: M20010040-10	No. Description Quantity Unit Remarks

HATCH RD AND SANTA FE AVE - PHASE 3
PLAN AND PROFILE - HATCH ROAD
STATIONS 91+00 TO 96+60
 STANISLAUS COUNTY CALIFORNIA


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 SACRAMENTO, CA 95814
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LEGEND

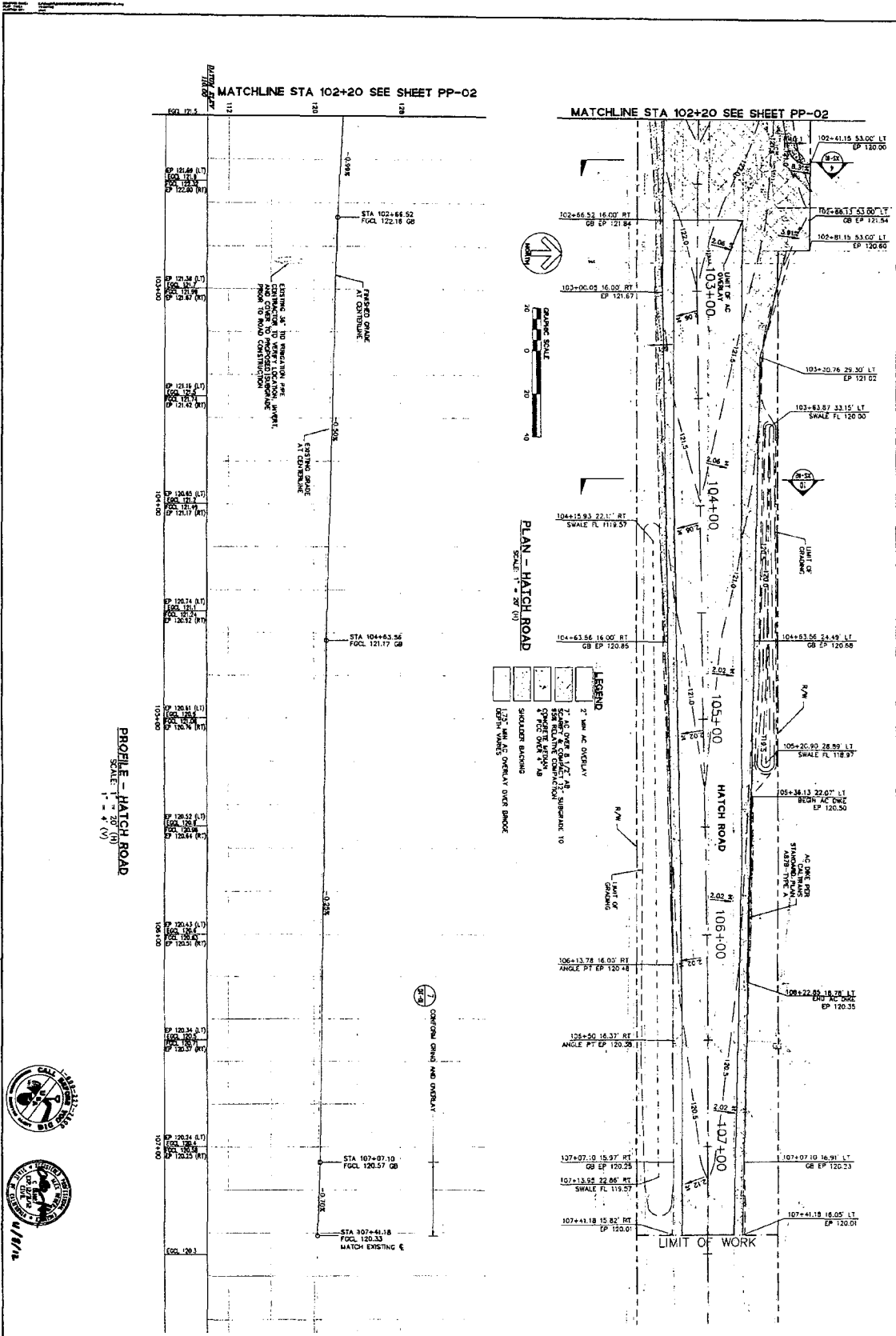
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DATE: 11/19/2002	BY: [Signature]	REVISIONS:
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DRAWN BY: [Blank]	CHECKED BY: [Blank]	
APPROVED BY: [Blank]	DATE: [Blank]	
JOB NO: 200204043-0		

HATCH RD AND SANTA FE AVE - PHASE 3
PLAN AND PROFILE - HATCH ROAD
 STATIONS 98+60 TO 102+20
 STANISLAUS COUNTY CALIFORNIA


BKF
 980 9TH STREET, SUITE 1770
 SACRAMENTO, CA 95814
 PH: (916) 536-5800
 FAX: (916) 535-5899
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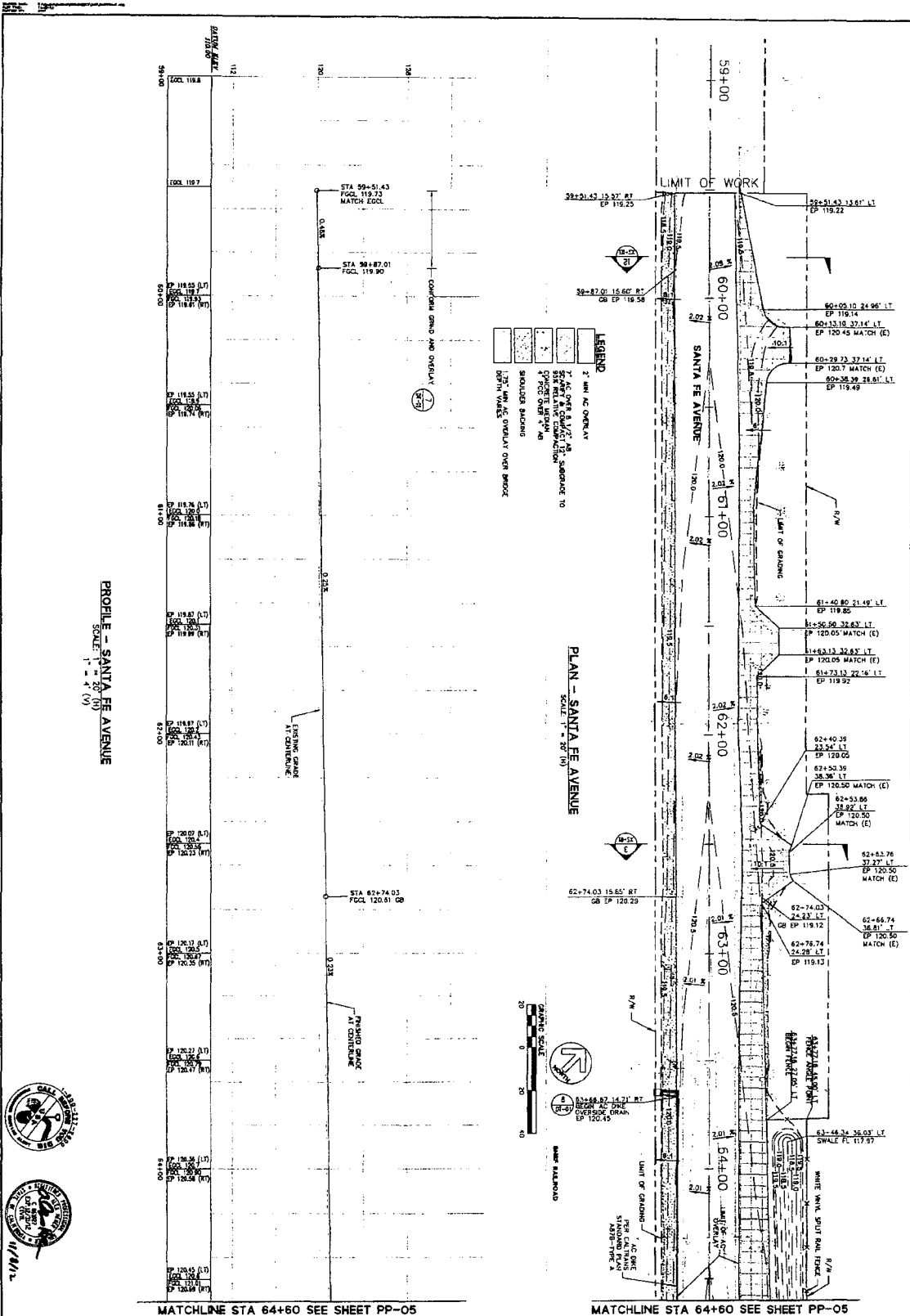


DATE: 11/27/2013
 DRAWN: J. W. BROWN
 CHECKED: J. W. BROWN
 APPROVED: J. W. BROWN
 SHEET: 10 OF 26

HATCH RD AND SANTA FE AVE - PHASE 3
PLAN AND PROFILE - HATCH ROAD
 STATIONS 102+20 TO 107+00
 STANISLAUS COUNTY CALIFORNIA

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 FAX: (916) 554-9899

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PROFILE - SANTA FE AVENUE

SCALE: 1" = 20' (H)

PLAN - SANTA FE AVENUE

SCALE: 1" = 20' (H)

MATCHLINE STA 64+60 SEE SHEET PP-05

MATCHLINE STA 64+60 SEE SHEET PP-05



DATE: 11/9/2012	NO.	REVISIONS
SCALE: 1" = 20'		
DRAWN BY:		
CHECKED BY:		
APPROVED BY:		
JOB NO: 2004480-112		

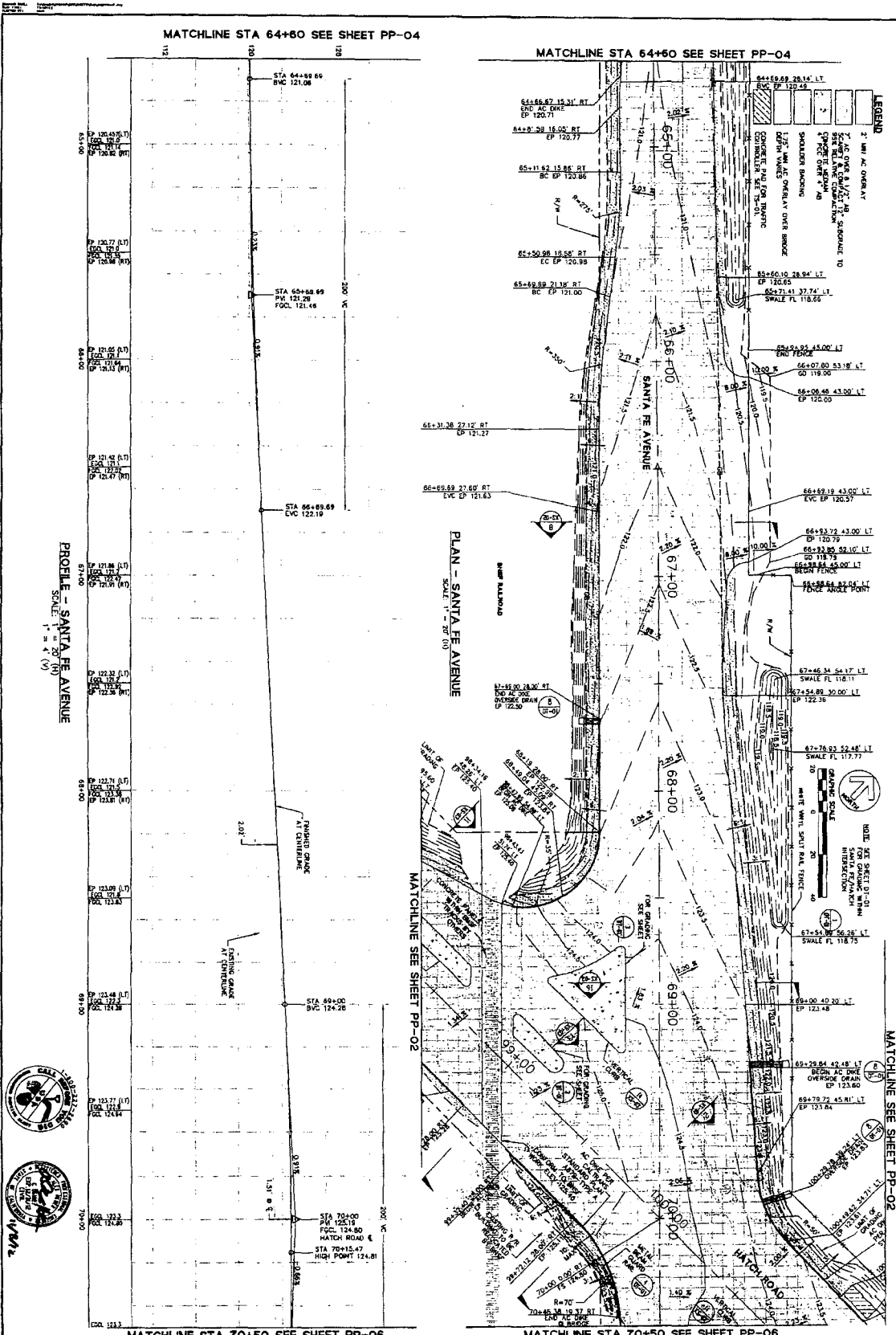
**HATCH RD AND SANTA FE AVE - PHASE 3
PLAN AND PROFILE - SANTA FE AVENUE
STATIONS 59+00 TO 64+60**

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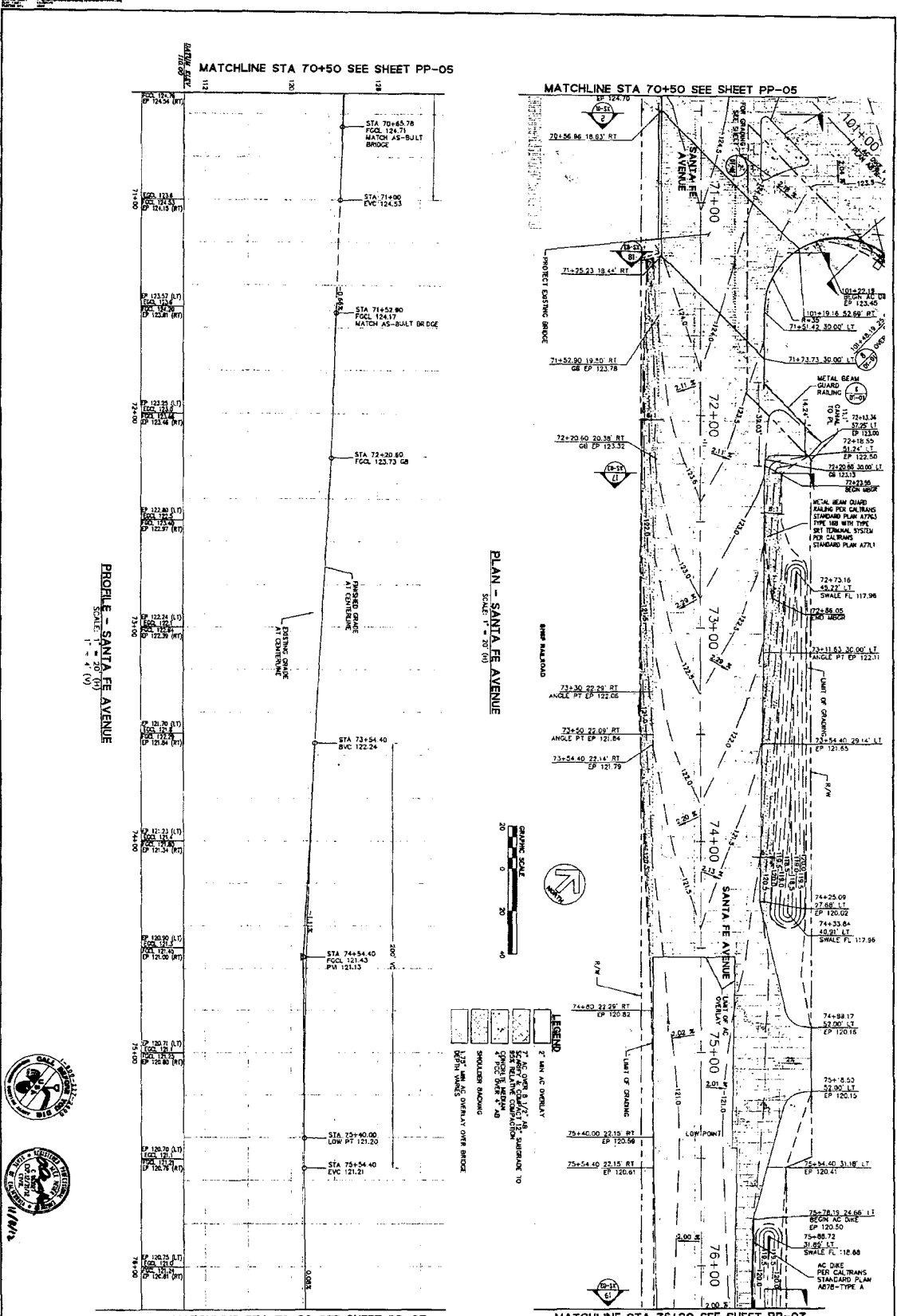


12 of 26 PP-05 12 of 26	Date: 11/9/2012 Scale: 1"=20' Drawing No.: Appraised: J. Job No: M2005-0204-10
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HATCH RD AND SANTA FE AVE - PHASE 3
PLAN AND PROFILE - SANTA FE AVENUE
 STATIONS 64+60 TO 70+50
 STANISLAUS COUNTY CALIFORNIA


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 880 8TH STREET, SUITE 1778
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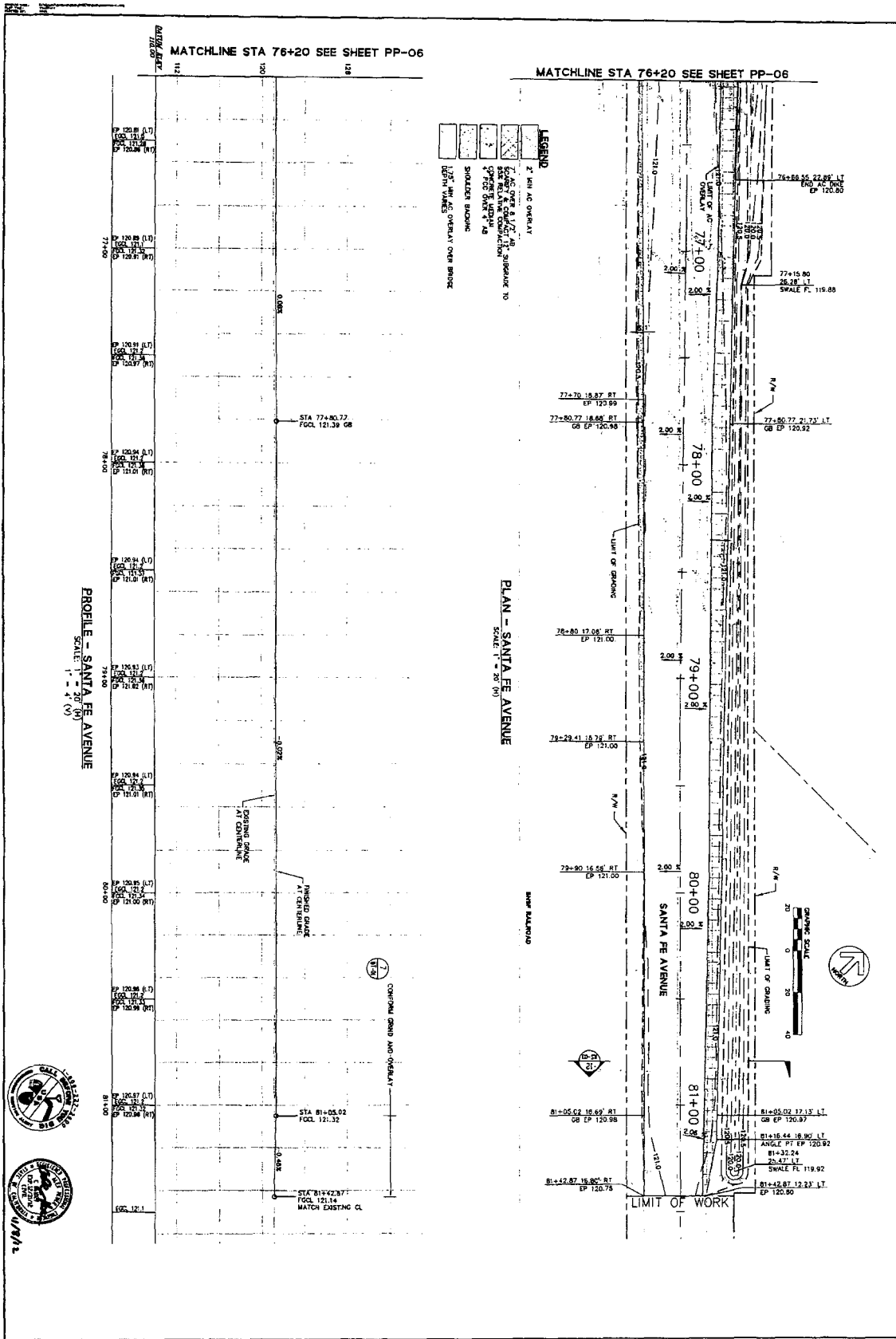


PP-06 13 of 26	Date: 11/1/2012	No.	Revision
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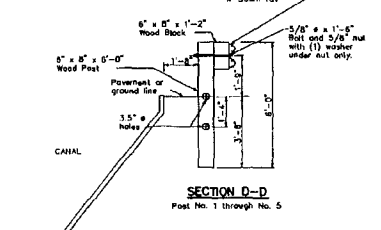
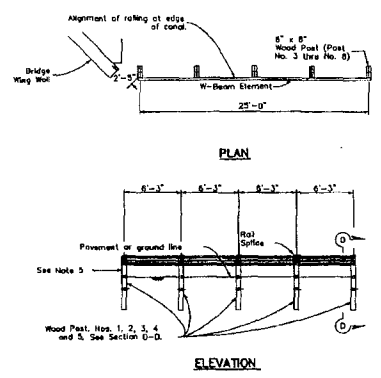
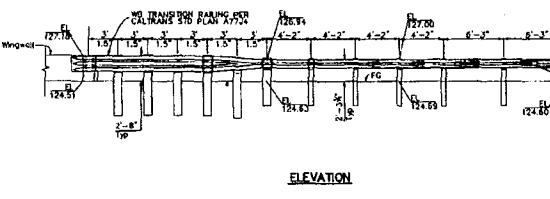
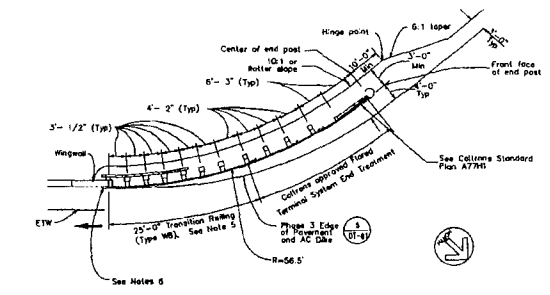
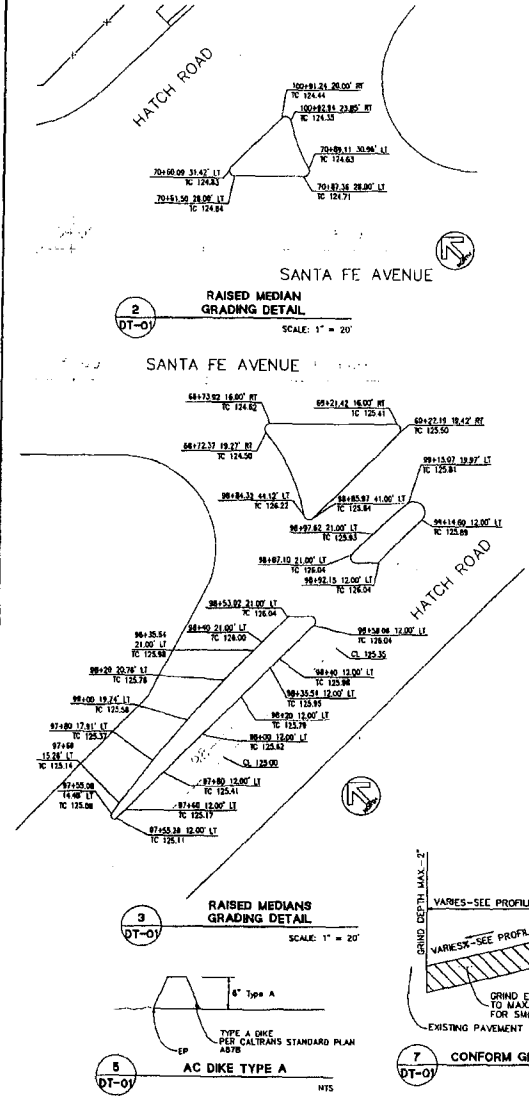
HATCH RD AND SANTA FE AVE - PHASE 3
PLAN AND PROFILE - SANTA FE AVENUE
STATIONS 70+50 TO 76+20
 STANISLAUS COUNTY CALIFORNIA


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 800 9TH STREET, SUITE 1770
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 FAX: (916) 555-5969

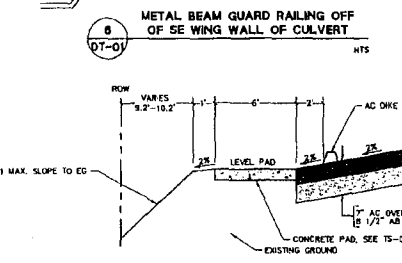
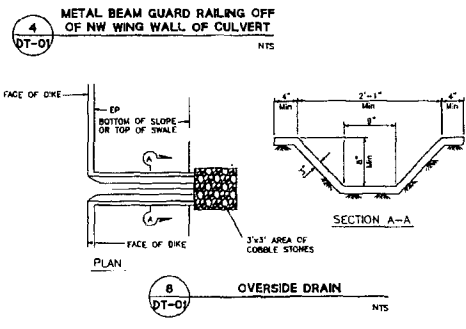
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DATE	11/18/2012	NO.		SCALE	
DESIGNER					
DRAWN BY					
APPROVED BY					
NO.	PP-07				
	14 of 26				



- NOTES:**
1. LINE POST, BLOCKS AND HARDWARE TO BE USED ARE SHOWN ON STANDARD PLANS A77A1, A77A2, A77B1, A77C1 AND A77C2. HEIGHT OF GUARD RAIL ABOVE SURFACE WILL VARY. SEE ELEVATION.
 2. GUARD RAIL POST SPACING TO BE 6'-3" CENTER TO CENTER, EXCEPT AS OTHERWISE NOTED.
 3. EXCEPT AS NOTED, LINE POSTS ARE 6" X 8" X 7'-3" WOOD WITH 4" X 8" X 1'-2" WOOD BLOCKS AND 8" STEEL POSTS. 7'-3" IS LENGTH. WITH 8" X 8" X 1'-2" NOTCHED WOOD BLOCKS OR PLASTIC BLOCKS MAY BE USED FOR 6" X 8" X 7'-3" WOOD POSTS WITH 4" X 8" X 1'-2" WOOD BLOCKS WHERE APPLICABLE AND WHEN SPECIFIED.
 4. DIRECTION OF ADJACENT TRAFFIC INDICATED BY →
 5. FOR TRANSITION RAILING (TYPE WB) DETAILS FOR TYPES 12A AND 12B LAYOUTS SEE STANDARD PLAN A77A.
 6. FOR ADDITIONAL DETAILS OF TYPICAL CONNECTIONS TO BRIDGE RAIL, SEE CONNECTION DETAIL AA ON REVISED STANDARD PLANS RSP A77A AND RSP A77C.



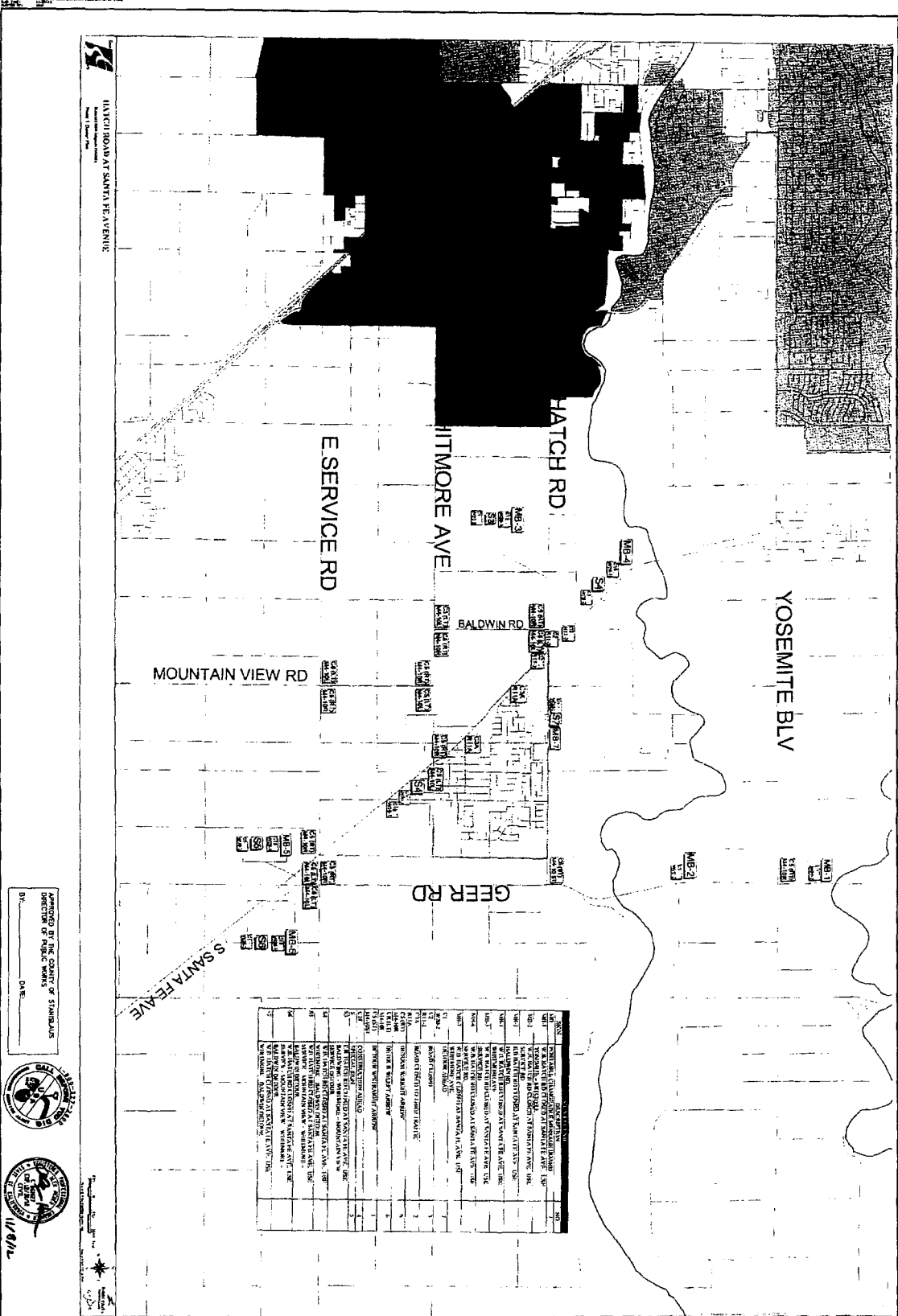
888 9TH STREET, SUITE 1770
 SACRAMENTO, CALIF. 95814
 BKF ENGINEERS
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 FAX: (916) 554-5889



**HATCH RD AND SANTA FE AVE - PHASE 3
 GRADING DETAILS**
 STANISLAUS COUNTY
 CALIFORNIA

Revision	Description
1	
2	
3	
4	
5	

Drawing Number: **DT-01**
 15 of 26



NO.	DESCRIPTION	DATE
1	PREPARED FOR THE COUNTY OF STANISLAUS	
2	BY THE COUNTY OF STANISLAUS	
3	FOR THE COUNTY OF STANISLAUS	
4	FOR THE COUNTY OF STANISLAUS	
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20	FOR THE COUNTY OF STANISLAUS	

APPROVED BY THE COUNTY OF STANISLAUS
 DIRECTOR OF PUBLIC WORKS
 DATE: _____

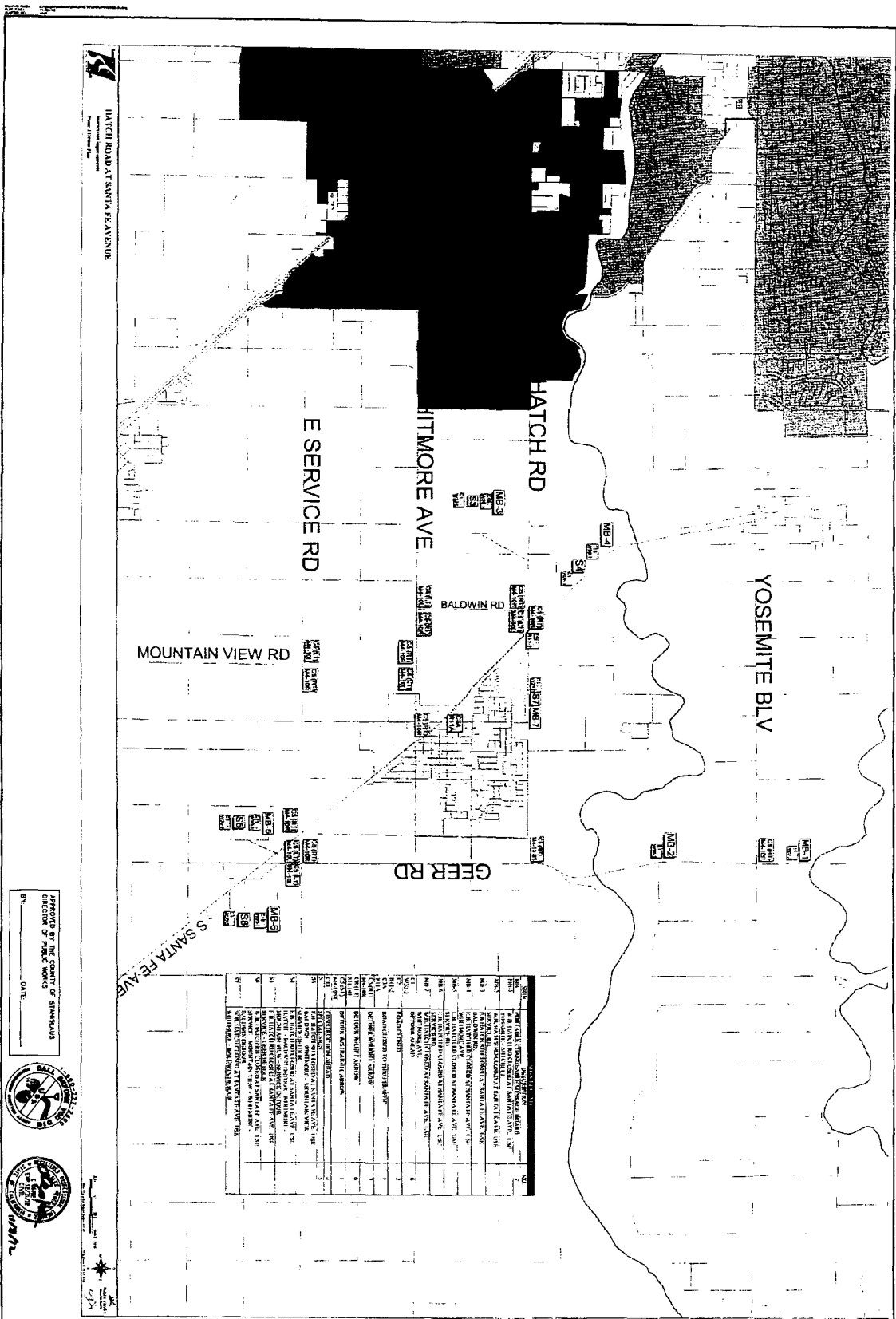


DT-02
 16 of 26

**HATCH RD AND SANTA FE AVE - PHASE 3
 DETOUR PLAN**

STANISLAUS COUNTY CALIFORNIA

BKF
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 680 8TH STREET, SUITE 1770
 SACRAMENTO, CA 95814
 PH: (916) 566-5000
 FAX: (916) 566-5009



DT-03
17 of 26

Date:	No.	Revisions
11/9/2012		

HATCH RD AND SANTA FE AVE - PHASE 3 DETOUR PLAN

STANISLAUS COUNTY CALIFORNIA

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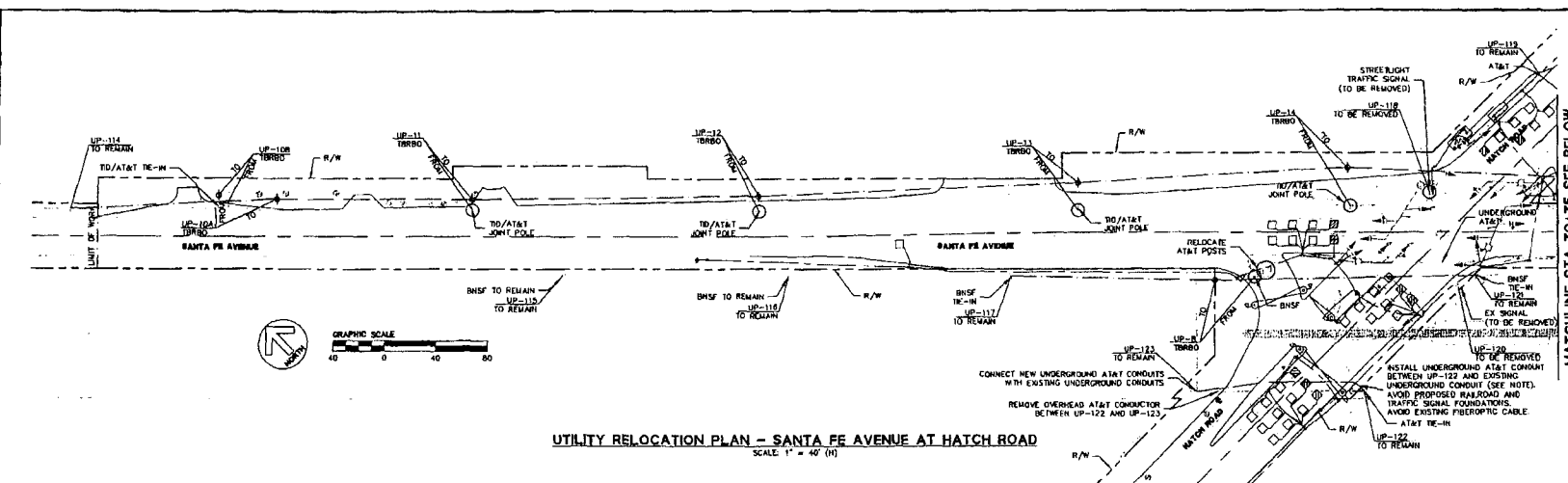
940 8TH STREET, SUITE 1770
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 PALM SPRINGS, CA 92262
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 FAX: (951) 336-3000

HATCH RD AND SANTA FE AVE - PHASE 3
 UTILITY RELOCATION PLAN

STANISLAUS COUNTY CALIFORNIA



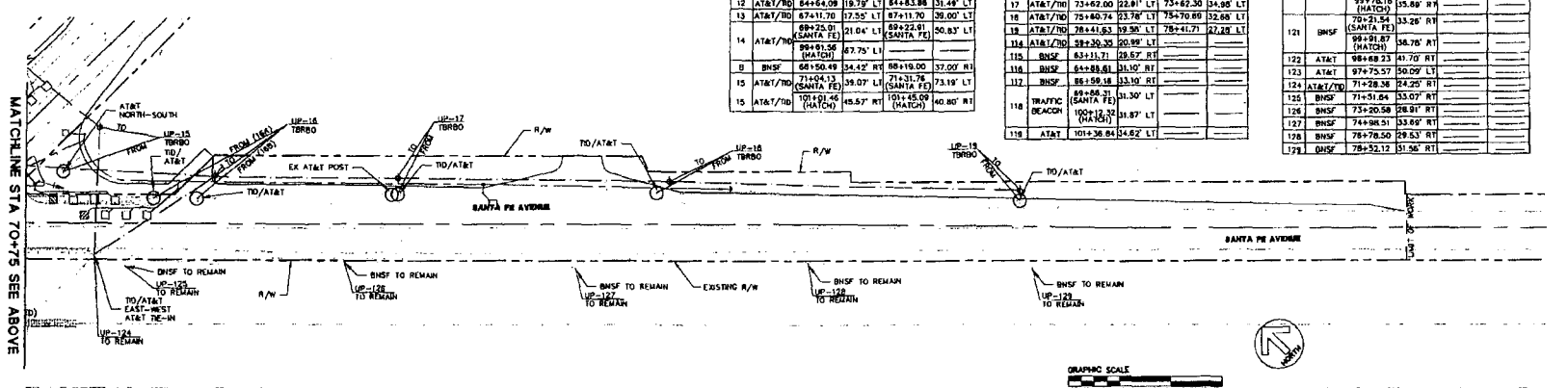
UTILITY RELOCATION PLAN - SANTA FE AVENUE AT HATCH ROAD
 SCALE: 1" = 40' (H)

ABBREVIATIONS:
 TBRO TO BE RELOCATED BY OWNER
 UP-# UTILITY POLE - SEE TURLOCK IRRIGATION DISTRICT
 BNSF BURLINGTON NORTHERN SANTA FE RAILROAD

POLE UTILITIES	EXISTING LOCATION STATION	PROPOSED LOCATION STATION	OFFSET
104 AT&T/TBRO	50+24.43	51.48' LT	80+92.16
100 AT&T/TBRO	50+52.51	26.32' LT	80+65.20
11	52+42.22	30.58' LR	82+41.97
12 AT&T/TBRO	54+64.09	19.78' LT	84+83.98
13 AT&T/TBRO	67+11.70	17.55' LT	87+11.70
14 AT&T/TBRO	68+22.91	21.04' LT	89+22.91
15 AT&T/TBRO	68+52.49	34.42' RT	89+19.00
16 AT&T/TBRO	71+04.13	39.07' LT	91+31.76
15 AT&T/TBRO	70+42.49	48.57' RT	91+05.09

POLE UTILITIES	EXISTING LOCATION STATION	PROPOSED LOCATION STATION	OFFSET
184 AT&T/TBRO	174+73.42	81.46' LT	122+20.77
188 AT&T/TBRO	72+07.23	20.46' RT	72+20.77
17	73+62.00	22.91' LT	75+62.30
18 AT&T/TBRO	75+40.74	33.78' LT	75+70.89
18 AT&T/TBRO	78+41.63	39.30' LT	78+41.71
114 BNSF	83+13.71	28.67' RT	
116 BNSF	84+58.81	31.01' RT	
112 BNSF	86+59.18	33.10' RT	
118 BNSF	88+59.31	31.30' LT	
118 BNSF	100+12.32	31.87' LT	
118 AT&T	101+36.84	34.82' LT	

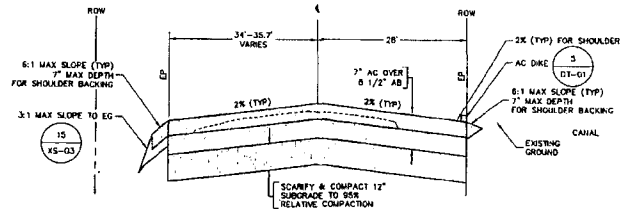
POLE UTILITIES	EXISTING LOCATION STATION	PROPOSED LOCATION STATION	OFFSET
120	70+06.38	42.26' RT	
	99+76.18	35.89' RT	
121 BNSF	70+21.54	33.26' RT	
122 AT&T	98+69.23	41.70' RT	
123 AT&T	97+75.57	36.09' LT	
124 AT&T/TBRO	71+28.38	24.25' RT	
124 BNSF	71+51.84	33.07' RT	
126 BNSF	73+20.58	28.91' RT	
127 BNSF	74+98.51	33.89' RT	
128 BNSF	76+78.50	28.53' RT	
129 BNSF	78+52.12	31.56' RT	



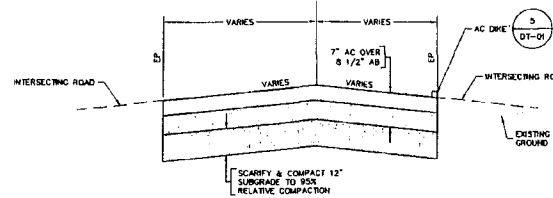
UTILITY RELOCATION PLAN - SANTA FE AVENUE AT HATCH ROAD
 SCALE: 1" = 40' (H)

NOTES:
 NO CHARTER COMMUNICATIONS, AND MOST AT&T UTILITY RELOCATION WORK WILL BE COMPLETE PRIOR TO START OF CONSTRUCTION.
 UNDERGROUND AT&T CONDUIT INSTALLATION ACROSS HATCH ROAD, BETWEEN POLES UP-122 AND UP-123, IS IN CONTRACTOR'S SCOPE OF WORK, INCLUDING TRENCHING CONDUITS, PULL CABLES, AND BACKFILL. BNSF TO RELOCATE THEIR OWN UTILITIES DURING CONSTRUCTION.
 CONTRACTOR TO COORDINATE WITH BNSF WITH REGARD TO SCHEDULING RELOCATION OF THEIR UTILITIES DURING THE WORKING OF THE BNSF RAILROAD CROSSING.

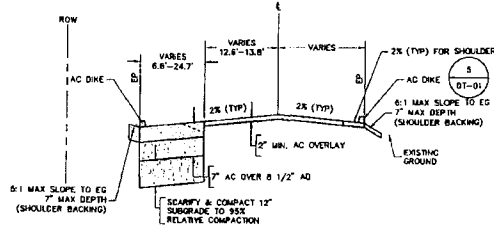
11/8/12



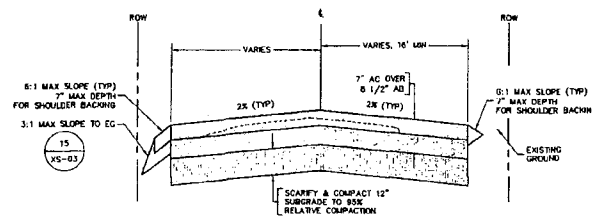
1 HATCH ROAD STATIONS 98+47.84 TO 97+54.03
SCALE: 1" = 10' (H)
1" = 2' (V)



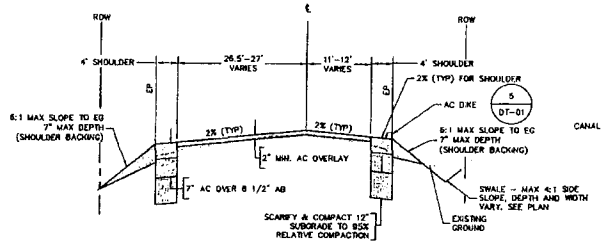
2 SANTA FE AVENUE STATIONS 89+79.72 TO 70+85.78 HATCH ROAD STATIONS 99+18.80 TO 100+49.82
SCALE: 1" = 10' (H)
1" = 2' (V)



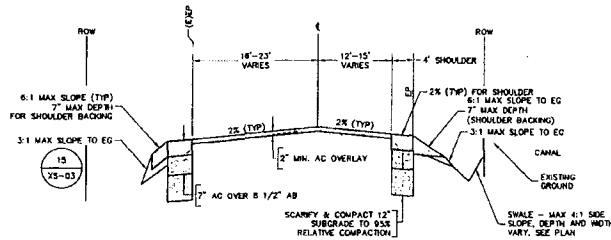
3 SANTA FE AVENUE STATIONS 60+70.00 TO 64+89.89
SCALE: 1" = 10' (H)
1" = 2' (V)



4 HATCH ROAD STATIONS 101+09.81 TO 102+86.52
SCALE: 1" = 10' (H)
1" = 2' (V)



5 HATCH ROAD STATIONS 93+96.48 TO 94+70.79
SCALE: 1" = 10' (H)
1" = 2' (V)



6 HATCH ROAD STATIONS 94+70.79 TO 95+10.08
SCALE: 1" = 10' (H)
1" = 2' (V)



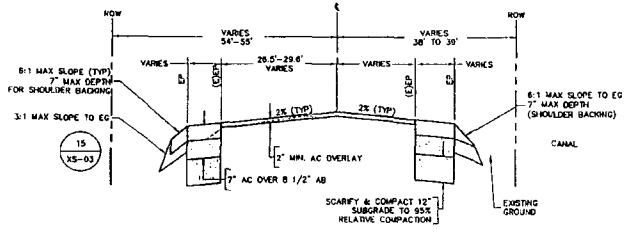
940 3TH STREET, SUITE 1770
SAN FRANCISCO, CA 94104
PH: (415) 334-3000
FAX: (415) 334-3889



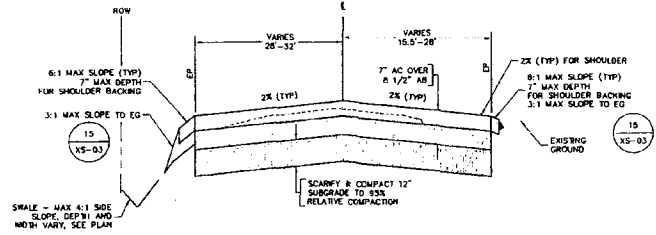
HATCH RD AND SANTA FE AVE - PHASE 3
TYPICAL CROSS SECTIONS
STANISLAUS COUNTY CALIFORNIA

DATE	11/7/2012
SCALE	AS SHOWN
PROJECT	HATCH RD AND SANTA FE AVE
DRAWING NO.	XS-01
DATE FOR APPROVAL	

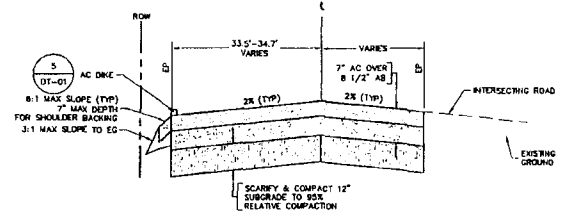
XS-01
19 of 26



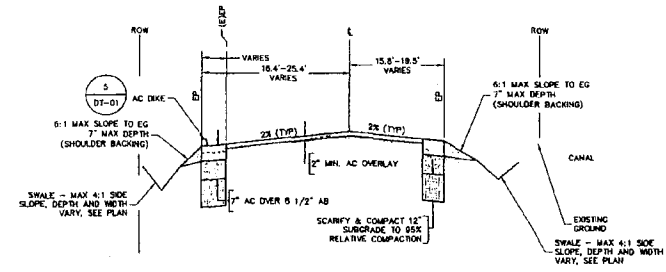
7 HATCH ROAD
STATIONS 98+10.08 TO 98+47.84
SCALE: 1" = 10' (H)
1" = 2' (V)



8 SANTA FE AVENUE
STATIONS 84+89.89 TO 88+19.00
SCALE: 1" = 10' (H)
1" = 2' (V)



9 HATCH ROAD
STATIONS 100+49.82 TO 101+09.61
SCALE: 1" = 10' (H)
1" = 2' (V)



10 HATCH ROAD
STATIONS 102+88.82 TO 107+41.18
SCALE: 1" = 10' (H)
1" = 2' (V)

SEE 800 STREET, SHEET 170
SACRAMENTO, CA 95811
PHONE (916) 536-3889
FAX (916) 536-3889

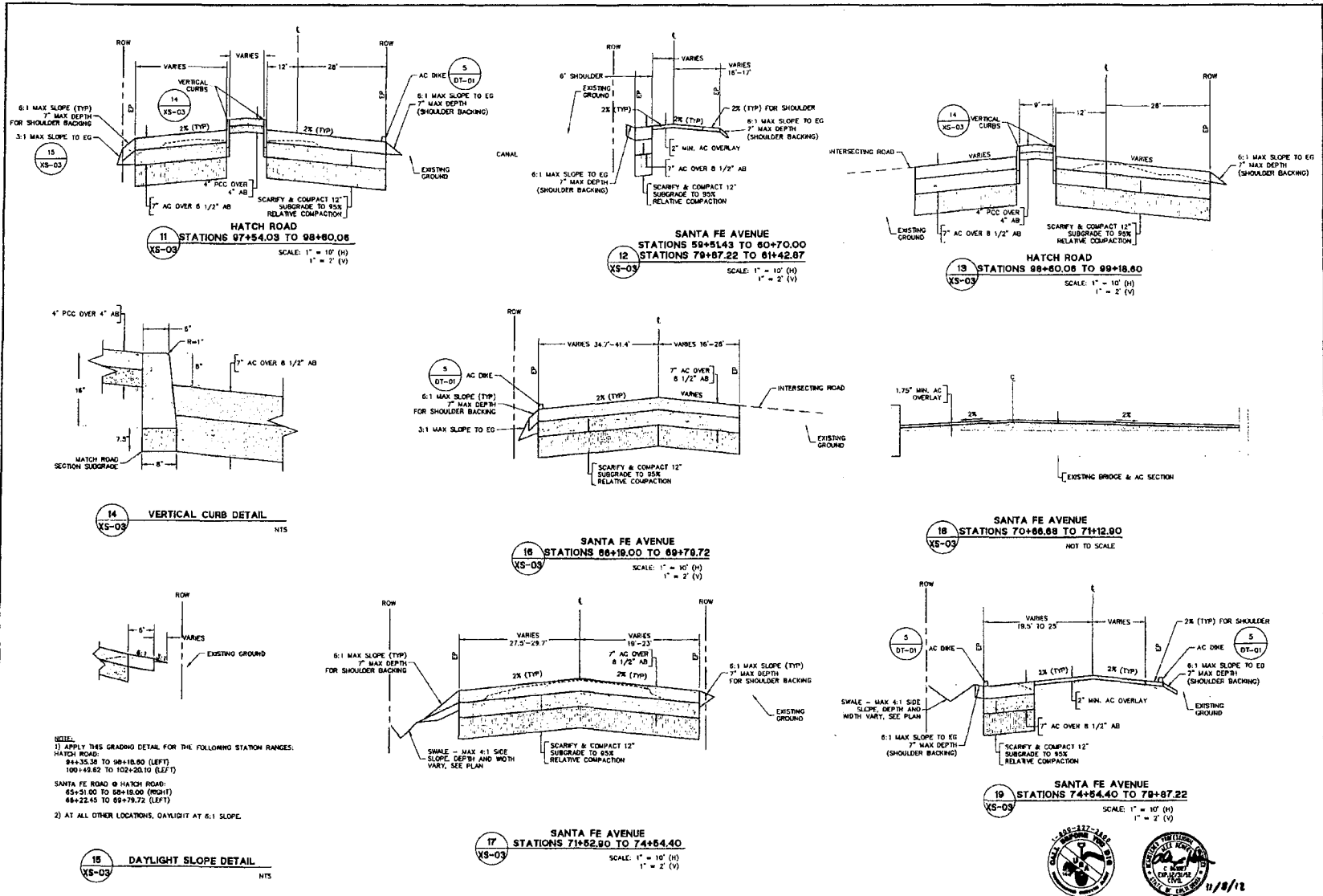


HATCH RD AND SANTA FE AVE - PHASE 3
TYPICAL CROSS SECTIONS
STANISLAUS COUNTY CALIFORNIA

DATE: 11/7/2002	PROJECT: HATCH RD AND SANTA FE AVE
DESIGNER: J. J. SHERMAN	CHECKER: J. J. SHERMAN
DRAWN BY: J. J. SHERMAN	DATE: 11/7/2002
DRAWING NUMBER: XS-02	SCALE: 1" = 10' (H) 1" = 2' (V)

XS-02
20 of 26





NOTE:
 1) APPLY THIS GRADING DETAIL FOR THE FOLLOWING STATION RANGES:
 HATCH ROAD:
 94+35.38 TO 98+18.00 (LEFT)
 100+45.82 TO 102+20.10 (LEFT)
 SANTA FE ROAD @ HATCH ROAD:
 65+51.00 TO 69+18.00 (RIGHT)
 66+22.45 TO 69+79.72 (LEFT)
 2) AT ALL OTHER LOCATIONS, OAVLIGHT AT 6:1 SLOPE.



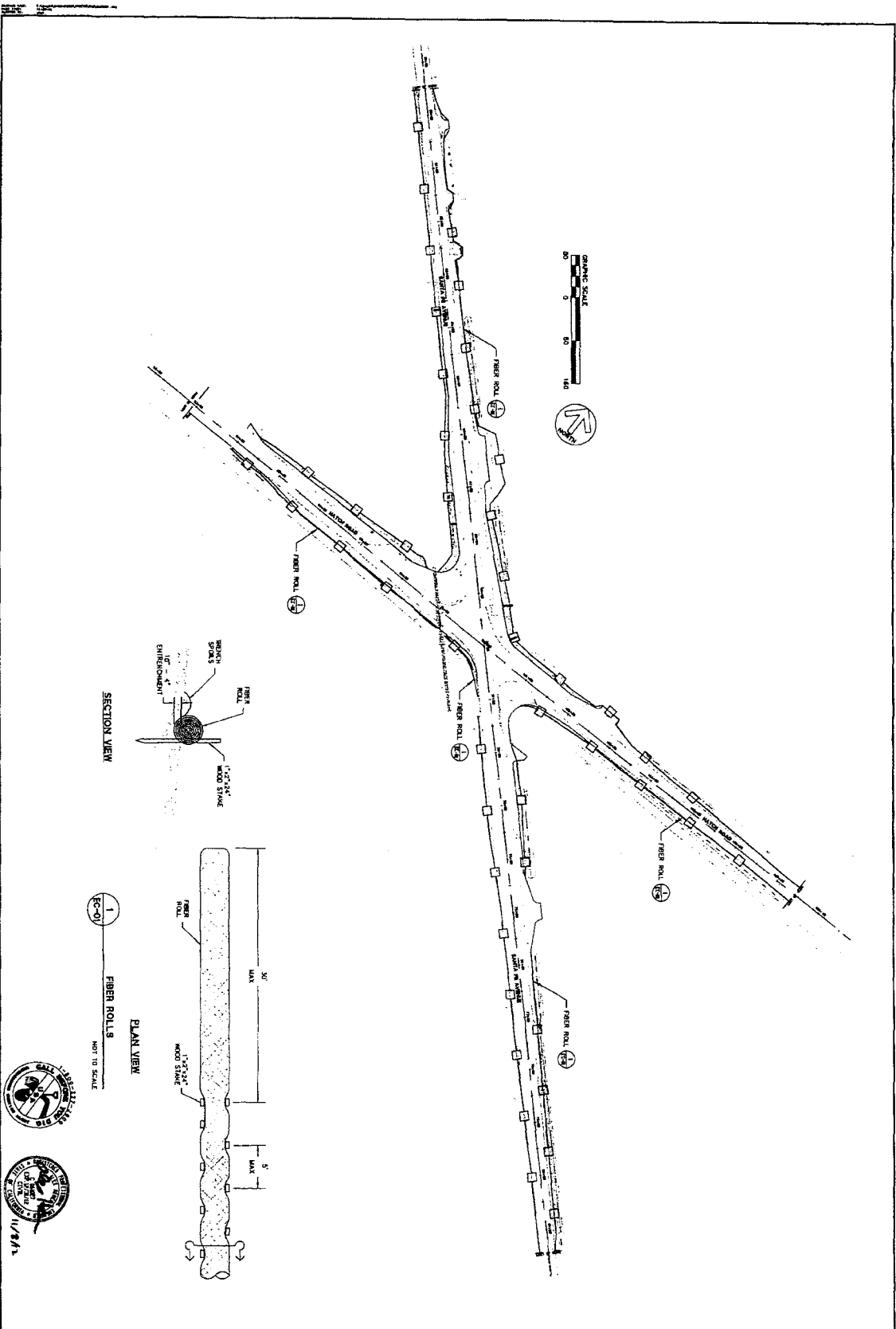
140 8TH STREET, SUITE 1770
 SACRAMENTO, CA 95814
 PHONE: (916) 509-3000
 FAX: (916) 509-3008



HATCH RD AND SANTA FE AVE - PHASES
 TYPICAL CROSS SECTIONS
 STANISLAUS COUNTY CALIFORNIA

Project:	
Date:	11/09/2012
Drawn By:	AS SHOWN
Checked By:	
Approved By:	
Scale:	AS SHOWN
Sheet No.:	21 of 26

Drawings Number:
XS-03
 21 of 26



1
FIBER ROLLS
NOT TO SCALE



Date:	11/8/2012	No.	Revisions
Drawn by:	AS SHOWN		
Checked by:			
Approved by:			
Job No:	20120401610		

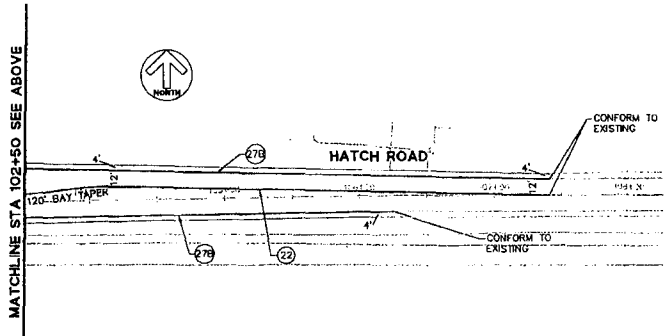
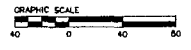
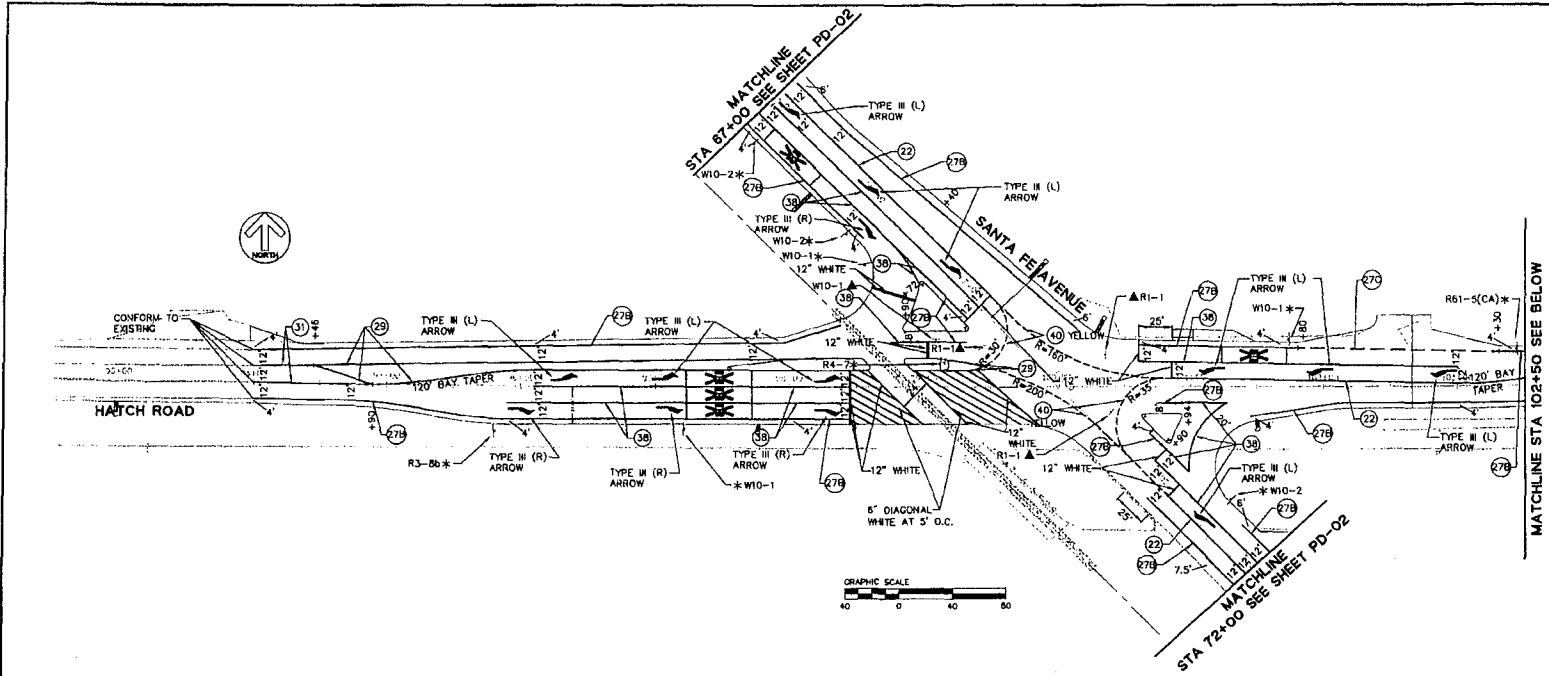
**HATCH RD AND SANTA FE AVE - PHASE 3
EROSION CONTROL PLAN**

STANISLAUS COUNTY CALIFORNIA

BKF
ENGINEERS / ARCHITECTS / PLANNERS

890 87th STREET, SUITE 177C
SACRAMENTO, CA 95814
PH: (916) 556-2800
FAX: (916) 556-5899

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- LEGEND:**
- PROPOSED PAVEMENT MARKING
 - R/W MARKING
 - PROPOSED PAVEMENT DELINEATION DETAIL (SEE CALTRANS STANDARD PLANS, MAY 2008, A-204 TO A-246 FOR DETAILS)
 - EXISTING STREET SIGNS
 - PROPOSED STREET SIGNS
 - REMOVE EXISTING STREET SIGNS
 - INSTALL PROPOSED NEW STREET SIGNS
 - INSTALL TYPE K MARKERS

NOTE:

1. CONTRACTOR SHALL USE THERMOPLASTIC FOR ALL PAVEMENT MARKINGS AND STRIPE.
2. CONTRACTOR SHALL REMOVE EXISTING STRIPING THAT IS IN CONFLICT WITH PROPOSED STRIPING.

APPROVED BY THE COUNTY OF STANISLAUS
DIRECTOR OF PUBLIC WORKS

BY: _____ DATE: _____



2137 N. MARK STREET, SUITE 200
MARTINEZ, CALIFORNIA 94553
PHONE: (925) 940-2399
FAX: (925) 940-2398



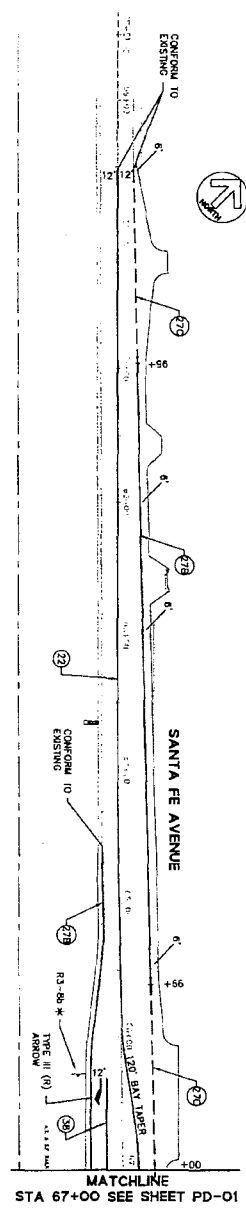
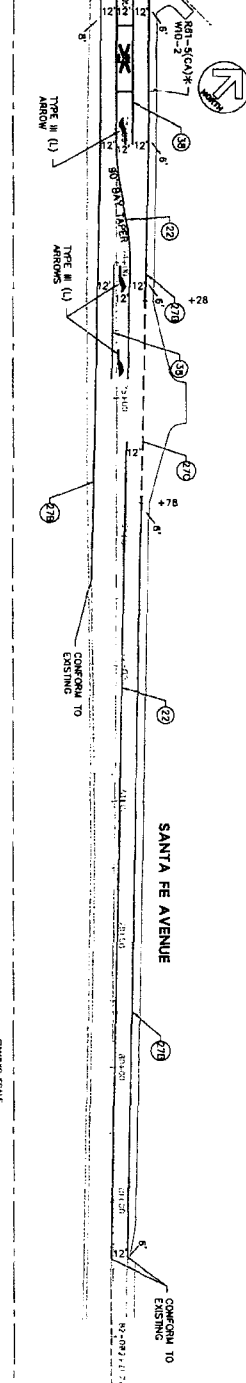
HATCH RD AND SANTA FE AVE - PHASE 3
SIGNING AND STRIPING PLAN - HATCH ROAD

STANISLAUS COUNTY CALIFORNIA

Project No.	
Sheet No.	23 of 26
Scale	AS SHOWN
Drawn By	
Checked By	
Approved By	
Scale	AS SHOWN

PD-01
23 of 26

MATCHLINE
STA 72+00 SEE SHEET PD-01



MATCHLINE
STA 67+00 SEE SHEET PD-01

APPROVED BY THE CHIEF OF STATE
DIRECTOR OF PUBLIC WORKS
BY: _____ DATE: _____



Project No.	PD-02
Sheet No.	24 of 26
Date	11/08/2012
Scale	1"=40'
Design by	
Drawn by	
Approved by	
Job No.	10000

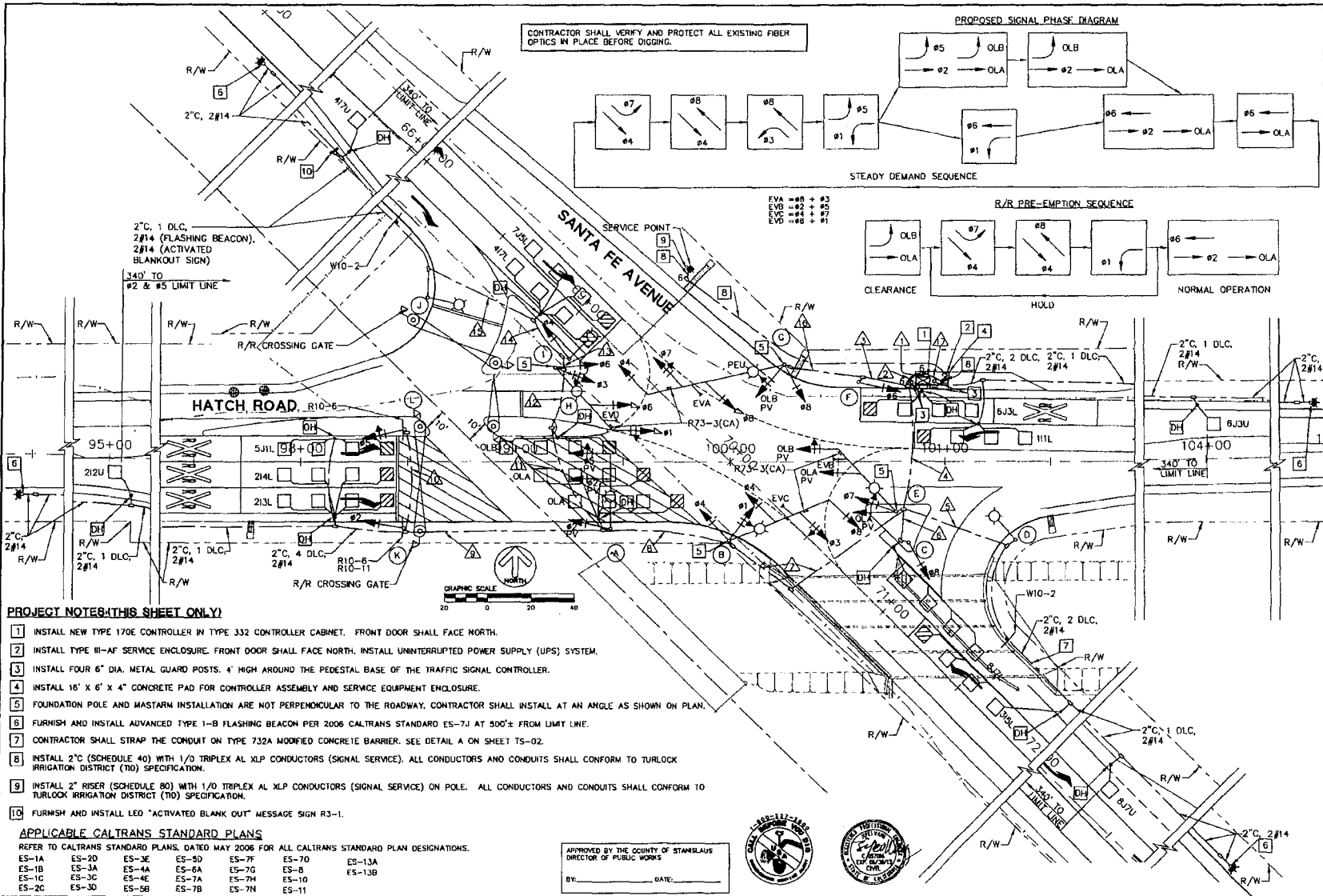
HATCH RD AND SANTA FE AVE - PHASE 3
SIGNING AND STRIPING PLAN - HATCH ROAD

STANISLAUS COUNTY CALIFORNIA

BKF
ENGINEERS | DESIGNERS | PLANNERS

2737 N. MAIN STREET, STE 200
WALNUT CREEK, CA 94597
PH: (925) 946-2200
FAX: (925) 940-2288

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PROJECT NOTES (THIS SHEET ONLY)

- 1 INSTALL NEW TYPE 170E CONTROLLER IN TYPE 332 CONTROLLER CABINET. FRONT DOOR SHALL FACE NORTH.
- 2 INSTALL TYPE III-AF SERVICE ENCLOSURE. FRONT DOOR SHALL FACE NORTH. INSTALL UNINTERRUPTED POWER SUPPLY (UPS) SYSTEM.
- 3 INSTALL FOUR 6" DIA. METAL GUARD POSTS. 4' HIGH AROUND THE PEDESTAL BASE OF THE TRAFFIC SIGNAL CONTROLLER.
- 4 INSTALL 15' X 6' X 4" CONCRETE PAD FOR CONTROLLER ASSEMBLY AND SERVICE EQUIPMENT ENCLOSURE.
- 5 FOUNDATION POLE AND MASTARM INSTALLATION ARE NOT PERPENDICULAR TO THE ROADWAY. CONTRACTOR SHALL INSTALL AT AN ANGLE AS SHOWN ON PLAN.
- 6 FURNISH AND INSTALL ADVANCED TYPE I-B FLASHING BEACON PER 2006 CALTRANS STANDARD ES-7J AT 500± FROM LIMIT LINE.
- 7 CONTRACTOR SHALL STRAP THE CONDUIT ON TYPE 732A MODIFIED CONCRETE BARRIER. SEE DETAIL A ON SHEET TS-02.
- 8 INSTALL 2" (SCHEDULE 40) WITH 1/0 TRIPLEX AL XLP CONDUCTORS (SIGNAL SERVICE). ALL CONDUCTORS AND CONDUITS SHALL CONFORM TO TURLOCK IRRIGATION DISTRICT (TID) SPECIFICATION.
- 9 INSTALL 2" RISER (SCHEDULE 80) WITH 1/0 TRIPLEX AL XLP CONDUCTORS (SIGNAL SERVICE) ON POLE. ALL CONDUCTORS AND CONDUITS SHALL CONFORM TO TURLOCK IRRIGATION DISTRICT (TID) SPECIFICATION.
- 10 FURNISH AND INSTALL LED "ACTIVATED BLANK OUT" MESSAGE SIGN R3-1.

APPLICABLE CALTRANS STANDARD PLANS

REFER TO CALTRANS STANDARD PLANS, DATED MAY 2006 FOR ALL CALTRANS STANDARD PLAN DESIGNATIONS.

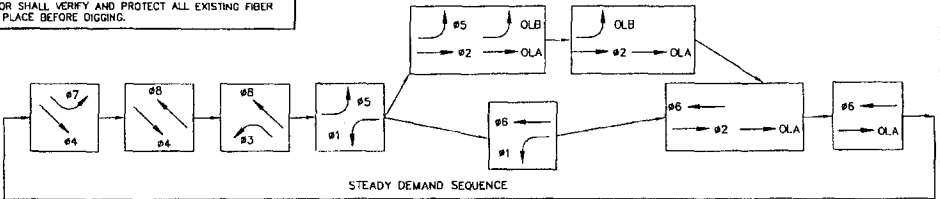
ES-1A	ES-2D	ES-3E	ES-5D	ES-7F	ES-7O	ES-13A
ES-1B	ES-3A	ES-4A	ES-6A	ES-7G	ES-8	ES-13B
ES-1C	ES-3C	ES-4E	ES-7A	ES-7H	ES-10	
ES-2C	ES-3D	ES-5E	ES-7B	ES-7N	ES-11	

APPROVED BY THE COUNTY OF STANISLAUS
DIRECTOR OF PUBLIC WORKS

BY: _____ DATE: _____



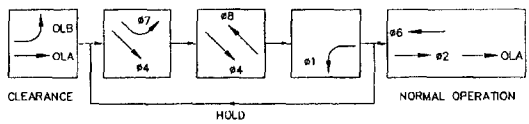
PROPOSED SIGNAL PHASE DIAGRAM



STEADY DEMAND SEQUENCE

FVA --#8 + #3
 EVB --#2 + #5
 EVC --#4 + #7
 EVD --#6 + #1

R/R PRE-EMPTION SEQUENCE



2737 N. MAIN STREET, STE. 200
 WALNUT CREEK, CA 94597
 TEL: (925) 940-7299
 FAX: (925) 940-7299
BKF
 Engineers / Architects / Planners
 CALIFORNIA
 STANISLAUS COUNTY
**HATCH RD AND SANTA FE AVE - PHASE 3
 TRAFFIC SIGNAL PLAN - SANTA FE AT HATCH**

DATE: 11/03/2011	SCALE: AS SHOWN	DRAWING NO: TS-01
DESIGNED BY: [Signature]	CHECKED BY: [Signature]	DATE: 11/03/2011
TS-01		
25 of 26		

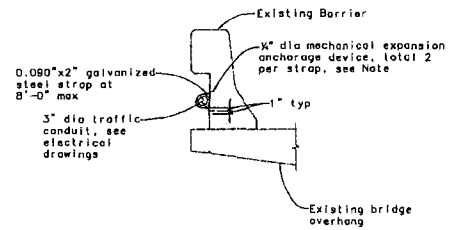
CONDUCTOR AND CONDUIT SCHEDULE

AWG OR CABLE	CONDUCTOR RUN	△	▲	△	▲	△	▲	△	▲	△	▲	△	▲	△	▲	△	▲	△	▲	△	▲
NO. 14	NO. 14 CONDUCTORS																				
	#1	3	3							3	3					3	3				
	#2	3	3	3						3	3	3									
	#3	3	3	3	3					3	3					3	3				
	#4	6	6	3	3					3	3					3	3	3			3
	#5	3	3							3	3	3	3								
	#6	6	6	3	3					3	3					3	3				
	#7	6	6	3	3																3
	#8	9	9	3	6					3	3										3
	OLA	3	3							3											
	OLB	6	6	3	3																3
	PEU			3	3																3 3
	FLASHING BEACON		2		2 2					2 2 2				2 2 2	2 2	2 2 2		2			
	ACTIVATED BLANKOUT SIGN		2		2					2 2				2 2	2 2 2	2 2		2			
SPARES	6	6	3	3					3 3	3 3	3	3	3							3	
TOTAL NO.14	54	59	21	38	2	8	26	23	11	6	17	17	8	2	2	18	5				
OLC	DETECTOR CABLES																				
	1HL	1	1																		
	2HL	1	1						1	1	1										
	213L	1	1	1					1	1	1										
	212U	1	1						1	1	1										
	315L	1	1																		
	417L	1	1	1					1	1				1	1	1	1				
	417U	1	1	1					1	1				1	1	1	1				
	5J1L	1	1						1	1	1										
	6J3L	1	1																		
	6J3U	1	1																		
	7J5L	1	1	1					1	1				1	1	1	1				
	8J7L	1	1																		
	8J7U	1	1																		
	OLA	2	2						2	2											
	OLB	1	1							1											
	TOTAL DETECTOR CABLES	16	16		13	2	1	10	10	4				4	3	3	3	1			
	NO. 8	NO. 8 CONDUCTORS																			
LIGHTING (240V)			2	2	2	2			2	2				2	2	2	2	2			
SIGNAL NEUTRAL (120V)		1	1	1	1				1	1	1	1	1	1		1					
TOTAL NO. 8		1	3	3	3	2	1	3	3	1	1	3	3	3	2	2	3	2			
NO. 6	NO. 6 CONDUCTORS																				
	SIGNAL SERVICE (120V)	2																			2
	TOTAL NO. 6	2																			2
OPTICOM CABLE	EVA	1	1																		1
	EVB	1	1																		
	EVC	1	1																		
	EVD	1	1																		
	TOTAL OPTICOM CABLE	4	4		1	3			2	1				1	1						
CONDUIT SIZE (IN INCHES)	2-3"	2-3"	2-3"	3"	2-3"	2"	2"	3"	3"	3"	3"	3"	3"	3"	2"	2"	3"	2"			
	PERCENT FILL (%)	16	20	9	15	9	9	22	20	9	2	12	11	8	11	7	8	12			

POLE AND EQUIPMENT SCHEDULE

NO.	TYPE	SIG M.A.	LUM M.A.	STANDARD	VEH SIG MTG		PED SIGNAL	PPB	HPS LUMINAIRE	SPECIAL REQUIREMENTS
					MAST ARM	POLE				
(A)	24-4-100	35'	15'	MAS MAS	SV-1-T				200 W	
(B)	29-5-100	50'	15'	MAS MAS MAS	SV-2-TA				200 W	FURNISH AND INSTALL R73-3(CA) SIGN ON SMA
(C)	1-A					TV-1-T				
(D)	15		15'						200 W	
** (E)	26-4-100	40'	15'	MAS MAS	SV-2-TA				200 W	FURNISH AND INSTALL R73-3(CA) SIGN ON SMA.
(F)	1-A					TV-1-T				
(G)	61-5-100	65'	15'	MAS MAS MAS	SV-2-TA				200 W	FURNISH AND INSTALL R73-3(CA) SIGN ON SMA. FURNISH AND INSTALL PEU ON TOP OF POLE.
(H)	26-4-100	40'	15'	MAS MAS	SV-2-TA				200 W	FURNISH AND INSTALL R73-3(CA) SIGN ON SMA.
(I)	15TS		15'			SV-1-T			200 W	
(J)	15		15'						200 W	
(K)	1-A					TV-1-T				FURNISH AND INSTALL R10-8 & R10-11 SIGNS ON POLE.
(L)	1-A					TV-1-T				FURNISH AND INSTALL R10-6 SIGN ON POLE.

- * PROGRAMMED VISIBILITY OR MECHANICAL LOUVERED SIGNAL INDICATIONS WILL BE INSTALLED TO BLOCK THE VISIBILITY OF THE TRAFFIC SIGNAL INDICATION TO MOTORISTS AT A PARTICULAR LOCATION. AT LOCATION A, MOTORISTS PASS THE LIMIT LINE WILL NOT SEE THE RED TRAFFIC SIGNAL INDICATION AT LOCATION A.
- ** PROGRAMMED VISIBILITY OR MECHANICAL LOUVERED SIGNAL INDICATIONS WILL BE INSTALLED TO BLOCK THE VISIBILITY OF THE TRAFFIC SIGNAL INDICATION TO MOTORISTS AT A PARTICULAR LOCATION. AT LOCATION E, MOTORISTS APPROACHING THE LIMIT LINE WILL NOT SEE THE GREEN TRAFFIC SIGNAL INDICATION AT LOCATION E.



Note:
 Mechanical expansion anchorage devices shall be Colltrans approved, see www.dot.ca.gov/hq/esc/approved_products_list for list of Colltrans approved mechanical expansion anchors

DETAIL A: UTILITY ATTACHMENT DETAIL
 3/4" = 1'-0"

APPROVED BY THE COUNTY OF STANISLAUS
 DIRECTOR OF PUBLIC WORKS

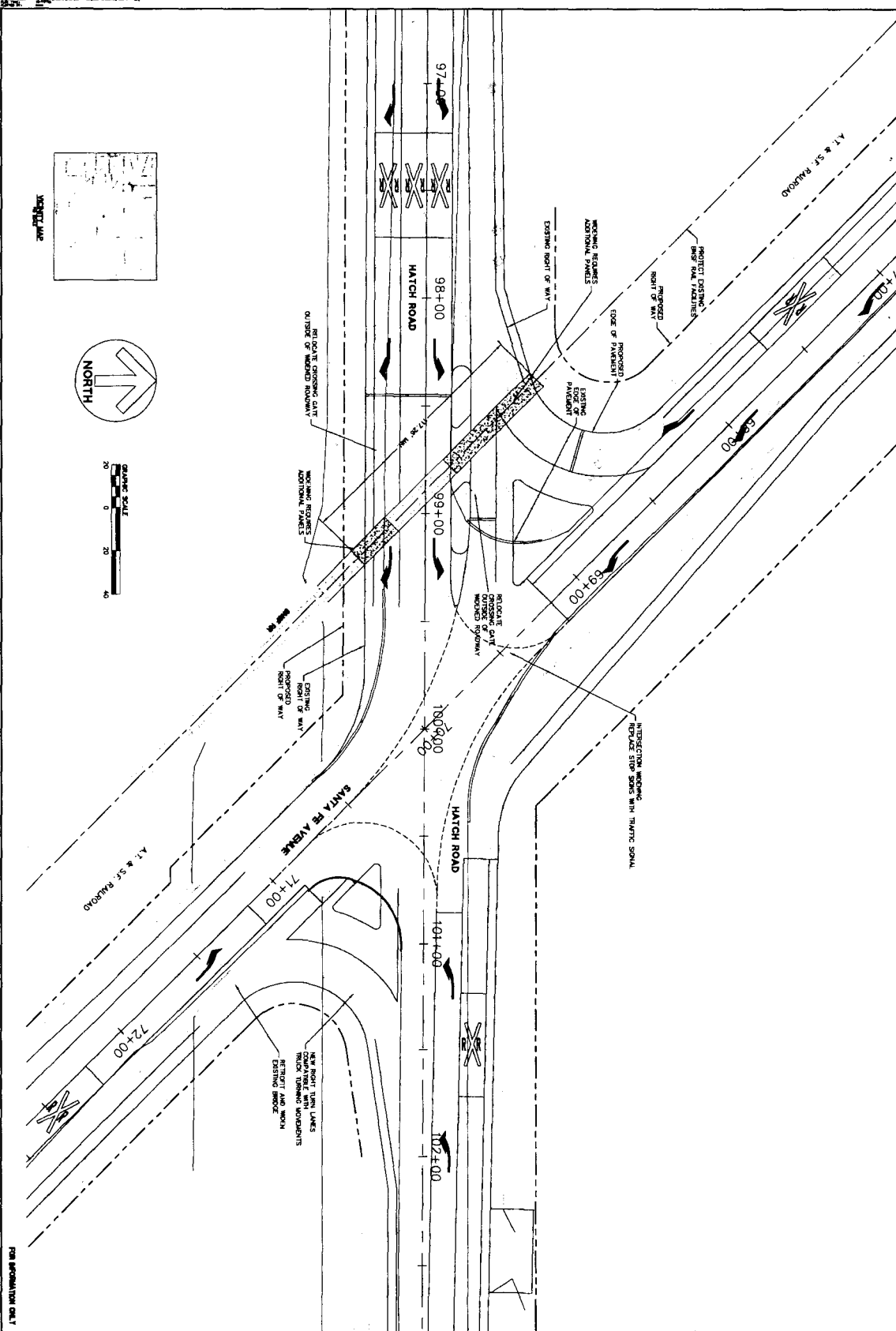


2727 N. MAIN STREET, ST. JOE, CA 95128
 PHONE (925) 336-7347
 FAX (925) 346-7389



HATCH RD AND SANTA FE AVE - PHASE 3
 CONDUCTOR AND EQUIPMENT SCHEDULE - SANTA FE AT HATCH

STANISLAUS COUNTY, CALIFORNIA
 Drawing Number: TS-02
 26 of 26



DATE	10/19/2006	BY	RESIDUAL
DESIGN	JJL		
DRAWN	JJL		
APPROVED	JJL		
DATE	10/20/06		

**HATCH ROAD-SANTA FE AVENUE
RAILROAD CROSSING WIDENING EXHIBIT**

STANISLAUS COUNTY CALIFORNIA

BKF
ENGINEERS / PLANNERS

2737 N. MAIN STREET, STE 200
WALNUT CREEK, CA 94597
PH: (925) 946-2200
FAX: (925) 946-2200

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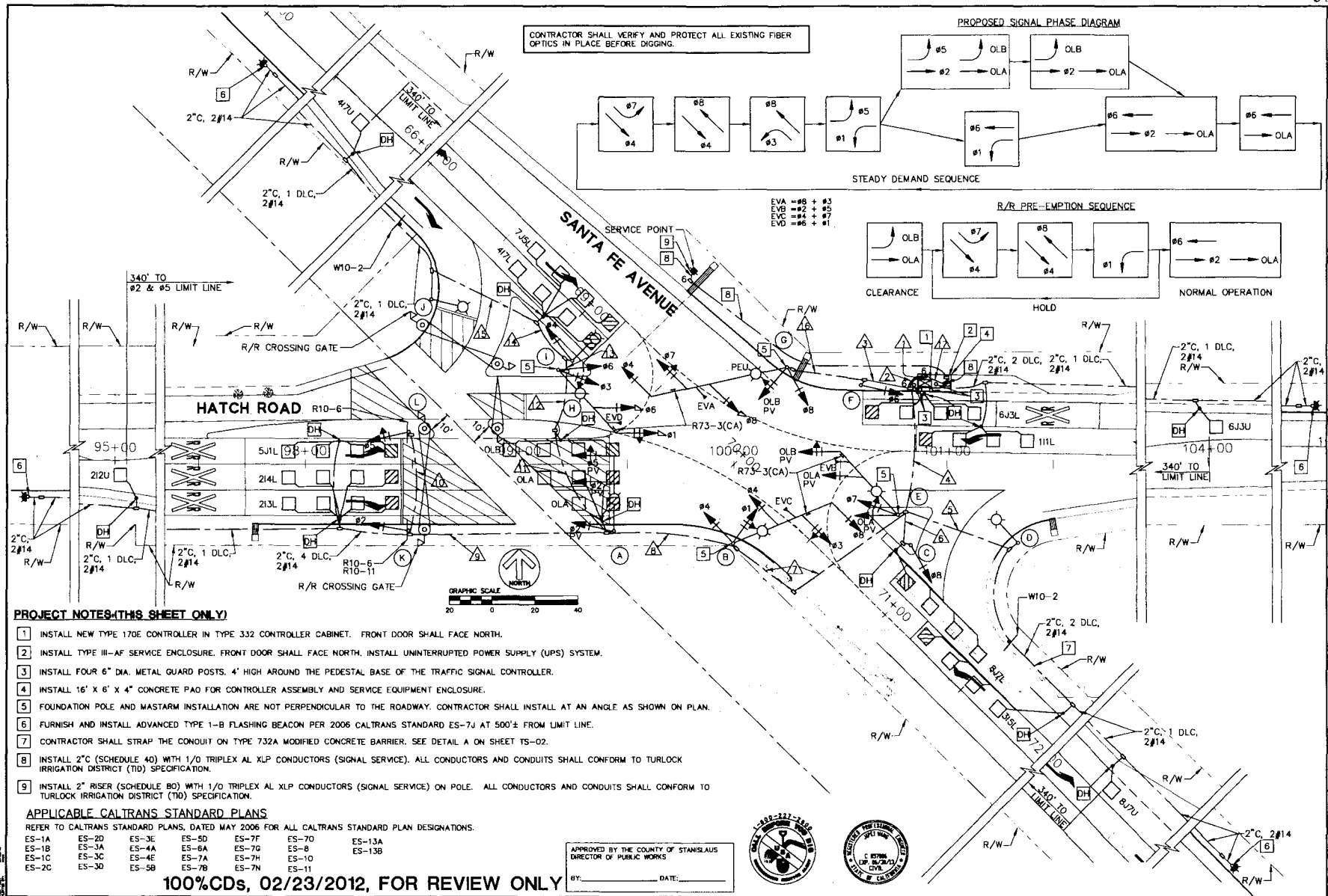
2337 N. MAIN STREET, STE. 200
WALNUT CREEK, CA 94597
PHONE: (925) 940-2200
FAX: (925) 940-2209



CALIFORNIA
STANISLAUS COUNTY
HATCH RD AND SANTA FE AVE - PHASE 3
TRAFFIC SIGNAL PLAN - SANTA FE AT HATCH

Project:	
Date:	02/23/2012
Scale:	1"=50'
Drawn by:	WJ/ST
Checked by:	AM
Approved by:	
Drawn Number:	
File Name:	100%CDs-01

TS-01
25 of 26



PROJECT NOTES (THIS SHEET ONLY)

- 1 INSTALL NEW TYPE 170E CONTROLLER IN TYPE 332 CONTROLLER CABINET. FRONT DOOR SHALL FACE NORTH.
- 2 INSTALL TYPE III-AF SERVICE ENCLOSURE. FRONT DOOR SHALL FACE NORTH. INSTALL UNINTERRUPTED POWER SUPPLY (UPS) SYSTEM.
- 3 INSTALL FOUR 6" DIA. METAL GUARD POSTS. 4' HIGH AROUND THE PEDESTAL BASE OF THE TRAFFIC SIGNAL CONTROLLER.
- 4 INSTALL 16" X 6" X 4" CONCRETE PAD FOR CONTROLLER ASSEMBLY AND SERVICE EQUIPMENT ENCLOSURE.
- 5 FOUNDATION POLE AND MASTARM INSTALLATION ARE NOT PERPENDICULAR TO THE ROADWAY. CONTRACTOR SHALL INSTALL AT AN ANGLE AS SHOWN ON PLAN.
- 6 FURNISH AND INSTALL ADVANCED TYPE 1-B FLASHING BEACON PER 2006 CALTRANS STANDARD ES-7J AT 500'± FROM LIMIT LINE.
- 7 CONTRACTOR SHALL STRAP THE CONDUIT ON TYPE 732A MODIFIED CONCRETE BARRIER. SEE DETAIL A ON SHEET TS-02.
- 8 INSTALL 2" (SCHEDULE 40) WITH 1/0 TRIPLEX AL XLP CONDUCTORS (SIGNAL SERVICE). ALL CONDUCTORS AND CONDUITS SHALL CONFORM TO TURLOCK IRRIGATION DISTRICT (TI0) SPECIFICATION.
- 9 INSTALL 2" RISER (SCHEDULE 80) WITH 1/0 TRIPLEX AL XLP CONDUCTORS (SIGNAL SERVICE) ON POLE. ALL CONDUCTORS AND CONDUITS SHALL CONFORM TO TURLOCK IRRIGATION DISTRICT (TI0) SPECIFICATION.

APPLICABLE CALTRANS STANDARD PLANS

REFER TO CALTRANS STANDARD PLANS, DATED MAY 2006 FOR ALL CALTRANS STANDARD PLAN DESIGNATIONS.

ES-1A	ES-2D	ES-3C	ES-5D	ES-7F	ES-7O	ES-13A
ES-1B	ES-3A	ES-4A	ES-6A	ES-7G	ES-8	ES-13B
ES-1C	ES-3C	ES-4E	ES-7A	ES-7H	ES-10	
ES-2C	ES-3D	ES-5B	ES-7B	ES-7N	ES-11	

APPROVED BY THE COUNTY OF STANISLAUS
DIRECTOR OF PUBLIC WORKS
BY: _____ DATE: _____

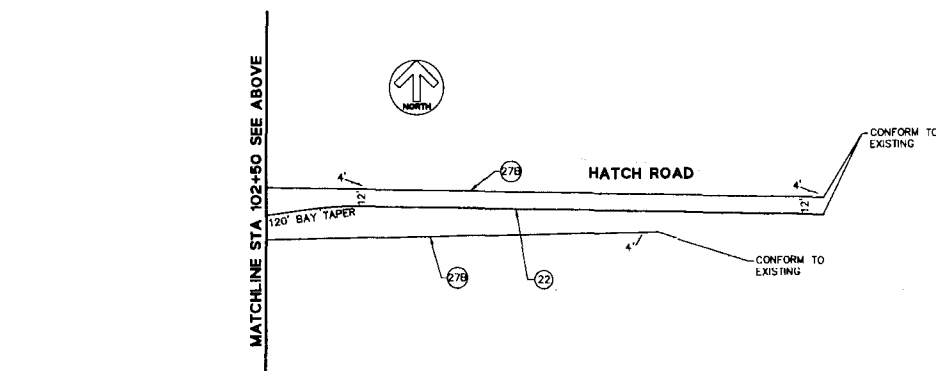
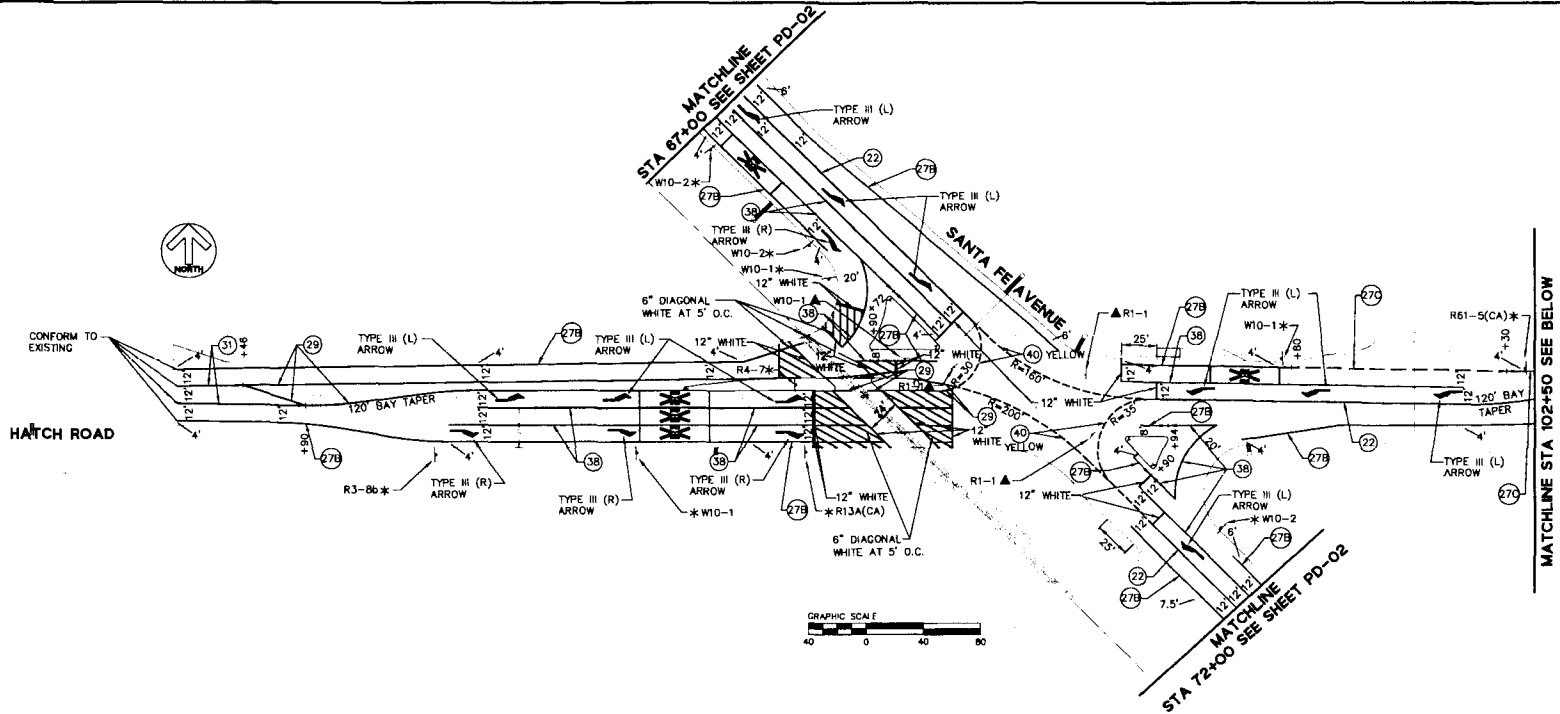


100%CDs, 02/23/2012, FOR REVIEW ONLY

2237 N. MAIN STREET, STE. 200
 WALNUT CREEK, CA 94597
 TEL: (925) 940-2200
 FAX: (925) 940-2200



HATCH RD AND SANTA FE AVE - PHASE 3
 SIGNING AND STRIPING PLAN - HATCH ROAD
 STANISLAUS COUNTY CALIFORNIA



LEGEND:

- PROPOSED PAVEMENT MARKING
- R/R MARKING
- PROPOSED PAVEMENT DELINEATION DETAIL (SEE CALTRANS STANDARD PLANS, MAY 2008, A-20A TO A-24E FOR DETAILS)
- EXISTING STREET SIGNS
- PROPOSED STREET SIGNS
- REMOVE EXISTING STREET SIGNS
- INSTALL PROPOSED NEW STREET SIGNS
- INSTALL TYPE K MARKERS

NOTE:
 1. CONTRACTOR SHALL USE THERMOPLASTIC FOR ALL PAVEMENT MARKINGS AND STRIPE.
 2. CONTRACTOR SHALL REMOVE EXISTING STRIPING THAT IS IN CONFLICT WITH PROPOSED STRIPING.

100%CDs, 02/23/2012, FOR REVIEW ONLY

APPROVED BY THE COUNTY OF STANISLAUS
 DIRECTOR OF PUBLIC WORKS
 BY: _____ DATE: _____



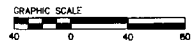
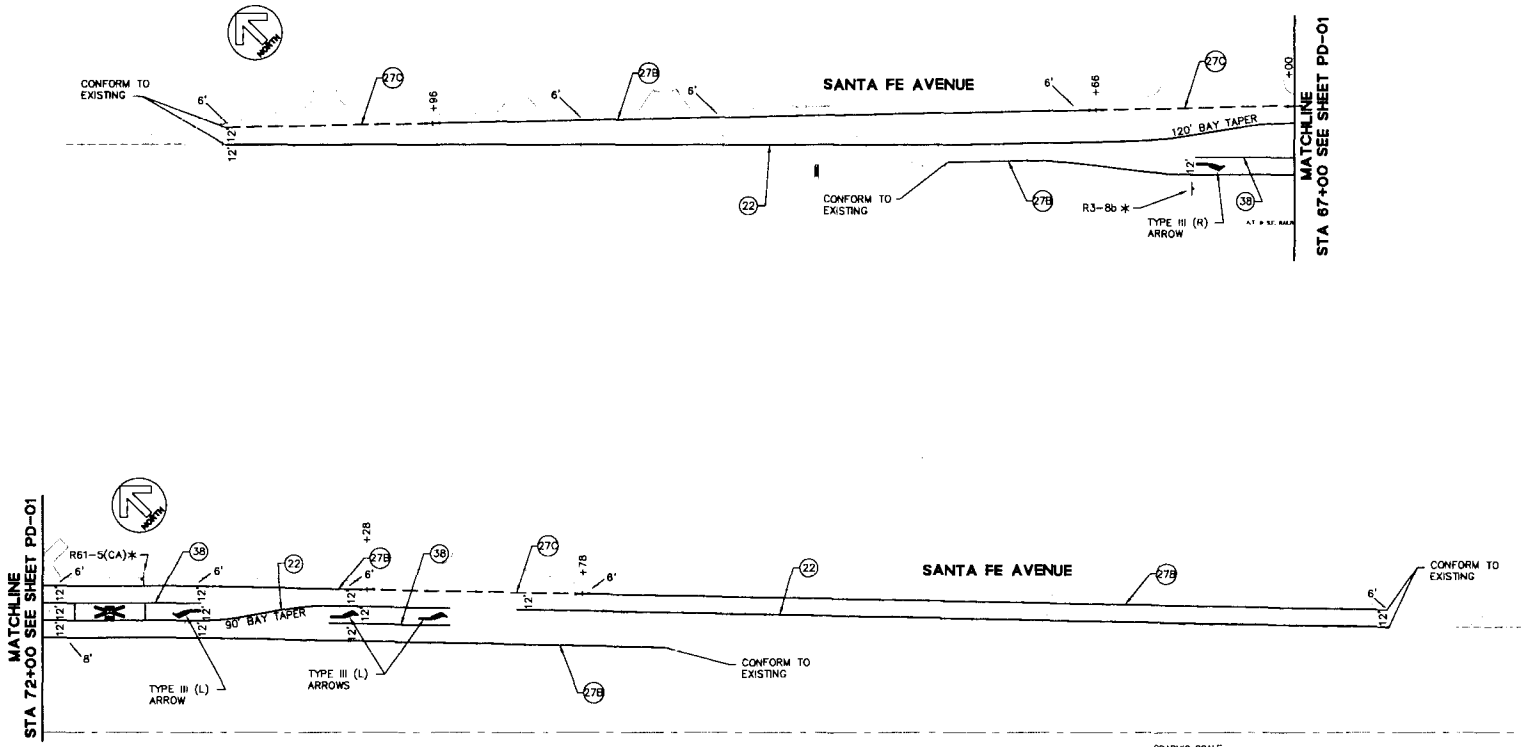
Project No.	
Sheet No.	
Date	02/23/2012
Scale	1"=40'
Drawn by	
Checked by	
Approved by	
File No.	100000000-10
PD-01 23 of 26	

2737 N. MAIN STREET, STE. 200
MARTINEZ, CALIF. 94557
TEL: (925) 946-2296
FAX: (925) 946-2296



HATCH RD AND SANTA FE AVE - PHASE 3
SIGNING AND STRIPING PLAN - HATCH ROAD

STANISLAUS COUNTY CALIFORNIA



100%CDs, 02/23/2012, FOR REVIEW ONLY

APPROVED BY THE COUNTY OF STANISLAUS
DIRECTOR OF PUBLIC WORKS
BY: _____ DATE: _____



Date:	02/23/2012
Scale:	1"=40'
Drawn by:	
Checked by:	
Approved by:	
Project No.:	
Sheet No.:	24 of 26
Sheet Title:	PD-02

PUBLIC UTILITIES COMMISSION

320 W. 4th Street, Suite 500
Los Angeles, CA 90013



April 16, 2013

Thomas Geiss
Senior Engineering Technician
Stanislaus County Public Works Department
1716 Morgan Road
Modesto, CA 95358

File No. G.13-03-004

**Re: General Order 88-B Request for Authority to Alter the Hatch Road Highway--
Rail Crossing, CPUC Crossing No. 002-1086.90 and DOT No. 028739S, in the
County of Stanislaus.**

Dear Mr. Geiss:

This refers to your letter dated March 4, 2013, received by us via email on March 12, 2013, requesting authorization, pursuant to California Public Utilities Commission (Commission) General Order (GO) 88-B, to alter the Hatch Road highway-rail crossing (crossing) of the BNSF Railway Company (BNSF) track in the County of Stanislaus (County). The crossing is identified as CPUC Crossing No. 002-1086.90 and DOT No. 028739S.

At the crossing, Hatch Road is a rural principal arterial roadway with two lanes that intersect Santa Fe Avenue, a major County road, east of the track. No medians or sidewalks are available at the crossing. There is one track aligned in a northwest-southeast direction. A total of 26 freight and 12 Amtrak passenger trains frequent the crossing per day. It is equipped with two Commission Standard 9 (flashing light signal assembly with automatic gate arm) warning devices installed on the shoulders of the roadway.

The proposed alterations, as indicated in the request letter and/or shown on the plans, shall consist of:

- Removing existing warning devices;
- Installing medians per plan;
- Installing a Commission Standard 9 warning device on the median and a Commission Standard 9-A (flashing light signal assembly with automatic gate arm and additional flashing light signals over the roadway on a cantilevered arm) warning device on the shoulder of the roadway on the west side of the track per plan;
- Installing in the northeast corner of the crossing, a Commission Standard 9 on both the shoulder of the roadway and the gore island per plan;
- Installing a Commission Standard 9 warning device on the median island on the east side of the track per plan;
- Installing traffic signals 110 feet east of the crossing at the Hatch Road/Santa Fe Avenue intersection to provide a steady-red operation and limited service mode during railroad preemption per plan;

- Installing an advance preemption time of 26 seconds for the Hatch Road/Santa Fe Avenue intersection traffic signals, which in addition to the minimum railroad warning time of 20 seconds and 2 additional seconds of clearance time, will provide a grand total railroad warning time of 48 seconds for the crossing;
- Installing a pre-signal at the crossing consisting of a main pre-signal mast installed on the shoulder of the roadway 15 feet east of the track and an additional small signal mast pre-signal installed on both the shoulder and the median on the west side of the track per plan. All pre-signal lamps shall be installed as to not block the visibility of the lamps of the railroad crossing warning devices;
- Installing a "STOP HERE ON RED" (R10-6) sign at the railroad limit line on the west side of the track on both the shoulder and the median per plan;
- Installing a "DO NOT STOP ON TRACKS" (R8-8) sign on the west side of the track below both R10-6 signs per plan;
- Installing a "NO RIGHT TURN ON RED" (R13(CA)) sign on the small single mast pre-signal on both the shoulder and the median on the west side of the track per plan;
- Installing "WAIT HERE" pavement markings on each of the three lanes just west of the railroad limit line per plan;
- Installing cross-hatching pavement markings from the railroad limit line, eastward toward the track and to the Hatch Road/ Santa Fe Avenue intersection per plan;
- Installing, in addition to the cross-hatching pavement markings, "KEEP CLEAR" pavement markings from the railroad limit line, eastward toward the track and to the Hatch Road/ Santa Fe Avenue intersection per plan;
- Installing a W10-1 at-grade crossing advance warning sign on the shoulder of the roadway corresponding to the location of the RXX pavement markings on both the eastbound and westbound Hatch Road approaches per plan;
- Installing a W10-2 parallel roadway at-grade crossing advance warning sign on the Santa Fe Avenue approaches per plan;
- Installing striping per plan;
- Installing curbs or dikes per plan.

The Commission's Rail Crossings Engineering Section (RCES) staff has investigated the request by the County, and finds it adequately addresses compliance and safety. As the County and BNSF (Parties) are in agreement as to the design and apportionments of the cost under the provisions of GO 88-B, you may proceed with the improvements as described in your request letter and attachments, and summarized above.

Temporary traffic controls shall be provided in compliance with section 8A.08, Temporary Traffic Control Zones, of the California Manual on Uniform Traffic Control Devices (CAMUTCD), 2012 Edition, published by the California Department of Transportation.

All Parties shall comply with all applicable rules, including other Commission General Orders and the CAMUTCD.

This project is categorically exempt from the requirements of the California Environment Quality Act of 1970, as amended [California Public Resources Code 21084].

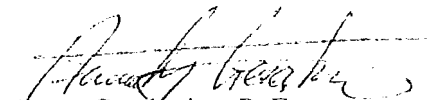
This authorization shall expire if the above conditions are not complied with or if the work is not completed within three years of the date of this letter. Upon written request to this office, the time to complete the project may be extended. A written request for a time extension must include concurrence letters by interested Parties in support of the time extension. If an extension is requested, RCES may reevaluate the crossing prior to granting an extension.

Within 30 days after completion of this project, the County shall notify RCES that the authorized work is completed by submitting a completed Commission Standard Form G *Report of Changes at Highway Grade Crossings and Separations*. Form G requirements and forms can be obtained at the CPUC web site Form G page at <http://www.cpuc.ca.gov/PUC/safety/Rail/Crossings/formg.htm>. This report may be submitted electronically to rces@cpuc.ca.gov as outlined on the web page.

At the conclusion of the project, BNSF should submit an updated Federal Railroad Administration (FRA) inventory form to the FRA, reflecting the changes. CPUC requests a concurrent copy of the updated inventory form be submitted to rces@cpuc.ca.gov.

If you have any questions, please contact Marvin Kennix at (916) 928-3809 or email at mlk@cpuc.ca.gov.

Sincerely,



Anton Garabetian, P. E.
Program and Project Supervisor
Rail Crossings Engineering Section
Safety and Enforcement Division

Cc: Aja Verburg, Associate Engineer, Stanislaus County Public Works Department
John Stilley, Manager of Industry & Public Projects, BNSF

Exhibit B

Easement Agreement

**EASEMENT AGREEMENT
FOR THE HATCH ROAD IMPROVEMENT PROJECT
(C&M Agreement)**

THIS EASEMENT AGREEMENT FOR THE HATCH ROAD IMPROVEMENT PROJECT ("Easement Agreement") is made and entered into as of the 12th day of January 2017 ("Effective Date"), by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("Grantor"), and the **COUNTY OF STANISLAUS** ("Grantee").

A. Grantor owns or controls certain real property situated at or near the vicinity of the County of Stanislaus, State of California, at Mile Post 1096.93, as described or depicted on Exhibit "A" attached hereto and made a part hereof (the "**Premises**").

B. Grantor and Grantee have entered into that certain Construction and Maintenance Agreement dated as of January, 2017 concerning improvements on or near the Premises (the "**C&M Agreement**").

C. Grantee has requested that Grantor grant to Grantee an easement over the Premises for the Easement Purpose (as defined below).

D. Grantor has agreed to grant Grantee such easement, subject to the terms and conditions set forth in this Easement and in the C&M Agreement incorporated herein as if fully set forth in this instrument which terms shall be in full force and effect for purposes of this Easement even if the C&M Agreement is, for whatever reason, no longer in effect.

NOW, THEREFORE, for and in consideration of the foregoing recitals which are incorporated herein, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1 Granting of Easement.

1.1 Easement Purpose. The "**Easement Purpose**" shall be for the purposes set forth in the C&M Agreement. Any improvements to be constructed in connection with the Easement Purpose are referred to herein as "**Improvements**" and shall be constructed, located, configured and maintained by Grantee in strict accordance with the terms of this Easement Agreement and the C&M Agreement.

1.2 Grant. Grantor does hereby grant unto Grantee a non-exclusive easement ("**Easement**") over the Premises for the Easement Purpose and for no other purpose. The Easement is granted subject to any and all restrictions, covenants, easements, licenses, permits, leases and other encumbrances of whatsoever nature whether or not of record, if any, relating to the Premises and subject to all with all applicable federal, state and local laws, regulations, ordinances, restrictions, covenants and court or administrative decisions and orders, including Environmental Laws (defined below) and zoning laws (collectively, "**Laws**"). Grantor may not make any alterations or improvements or perform any maintenance or repair activities within the Premises except in accordance with the terms and conditions of the C&M Agreement.

1.3 Reservations by Grantor. Grantor excepts and reserves the right, to be exercised by Grantor and any other parties who may obtain written permission or authority from Grantor:

- (a) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any existing pipe, power, communication, cable, or utility lines and appurtenances and other facilities or structures of like character (collectively, "**Lines**") upon, over, under or across the Premises;
- (b) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Premises; and

- (c) to use the Premises in any manner as the Grantor in its sole discretion deems appropriate, provided Grantor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Grantee for the Easement Purpose.

Section 2 **Term of Easement.** The term of the Easement, unless sooner terminated under provisions of this Easement Agreement, shall be perpetual.

Section 3 **No Warranty of Any Conditions of the Premises.** Grantee acknowledges that Grantor has made no representation whatsoever to Grantee concerning the state or condition of the Premises, or any personal property located thereon, or the nature or extent of Grantor's ownership interest in the Premises. Grantee has not relied on any statement or declaration of Grantor, oral or in writing, as an inducement to entering into this Easement Agreement, other than as set forth herein. GRANTOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THE DESIGN OR CONDITION OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF ANY SUCH PROPERTY, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTOR SHALL NOT BE RESPONSIBLE TO GRANTEE OR ANY OF GRANTEE'S CONTRACTORS FOR ANY DAMAGES RELATING TO THE DESIGN, CONDITION, QUALITY, SAFETY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTEE ACCEPTS ALL RIGHTS GRANTED UNDER THIS EASEMENT AGREEMENT IN THE PREMISES IN AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" CONDITION, AND SUBJECT TO ALL LIMITATIONS ON GRANTOR'S RIGHTS, INTERESTS AND TITLE TO THE PREMISES. Grantee has inspected or will inspect the Premises, and enters upon Grantor's rail corridor and property with knowledge of its physical condition and the danger inherent in Grantor's rail operations on or near the Premises. Grantee acknowledges that this Easement Agreement does not contain any implied warranties that Grantee or Grantee's Contractors (as hereinafter defined) can successfully construct or operate the Improvements.

Section 4 **Nature of Grantor's Interest in the Premises.** GRANTOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND GRANTEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE. In case of the eviction of Grantee by anyone owning or claiming title to or any interest in the Premises, or by the abandonment by Grantor of the affected rail corridor, Grantor shall not be liable to refund Grantee any compensation paid hereunder.

Section 5 **Improvements.** Grantee shall take, in a timely manner, all actions necessary and proper to the lawful establishment, construction, operation, and maintenance of the Improvements, including such actions as may be necessary to obtain any required permits, approvals or authorizations from applicable governmental authorities. Any and all cuts and fills, excavations or embankments necessary in the construction, maintenance, or future alteration of the Improvements shall be made and maintained in such manner, form and extent as will provide adequate drainage of and from the adjoining lands and premises of the Grantor; and wherever any such fill or embankment shall or may obstruct the natural and pre-existing drainage from such lands and premises of the Grantor, the Grantee shall construct and maintain such culverts or drains as may be requisite to preserve such natural and pre-existing drainage, and shall also wherever necessary, construct extensions of existing drains, culverts or ditches through or along the premises of the Grantor, such extensions to be of adequate sectional dimensions to preserve the present flowage of drainage or other waters, and of materials and workmanship equally as good as those now existing. In the event any construction, repair, maintenance, work or other use of the Premises by Grantee will affect any Lines, fences, buildings, improvements or other facilities (collectively, "**Other Improvements**"), Grantee will be responsible at Grantee's sole risk to locate and make any adjustments necessary to such Other Improvements. Grantee must contact the owner(s) of the Other Improvements notifying them of any work that may damage these Other Improvements and/or interfere with their service and obtain the owner's written approval prior to so affecting the Other Improvements. Grantee must mark all Other Improvements on the Plans and Specifications and mark such Other Improvements in the field in order to verify their locations. Grantee must also use all reasonable methods when working on or near Grantor property to determine if any Other Improvements (fiber optic, cable, communication or otherwise) may exist. The Grantee agrees to keep the above-described premises free and clear from combustible materials and to cut and remove or cause to be cut and removed at its sole expense all weeds and vegetation on said premises, said

work of cutting and removal to be done at such times and with such frequency as to comply with Grantee and local laws and regulations and abate any and all hazard of fire.

Section 6 **Taxes and Recording Fees.** Grantee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed upon the Improvements by any governmental or quasi-governmental body or any Taxes levied or assessed against Grantor or the Premises that are attributable to the Improvements. Grantee agrees to purchase, affix and cancel any and all documentary stamps in the amount prescribed by statute, and to pay any and all required transfer taxes, excise taxes and any and all fees incidental to recordation of the Memorandum of Easement. In the event of Grantee's failure to do so, if Grantor shall become obligated to do so, Grantee shall be liable for all costs, expenses and judgments to or against Grantor, including all of Grantor's legal fees and expenses.

Section 7 **Environmental.**

7.1 Compliance with Environmental Laws. Grantee shall strictly comply with all federal, state and local environmental Laws in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and the Toxic Substances Control Act (collectively referred to as the "**Environmental Laws**"). Grantee shall not maintain a "treatment," "storage," "transfer" or "disposal" facility, or "underground storage tank," as those terms are defined by Environmental Laws, on the Premises. Grantee shall not handle, transport, release or suffer the release of "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any Environmental Laws.

7.2 Notice of Release. Grantee shall give Grantor immediate notice to Grantor's Resource Operations Center at (800) 832-5452 of any release of hazardous substances on or from the Premises, violation of Environmental Laws, or inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Grantee's use of the Premises. Grantee shall use its best efforts to promptly respond to any release on or from the Premises. Grantee also shall give Grantor immediate notice of all measures undertaken on behalf of Grantee to investigate, remediate, respond to or otherwise cure such release or violation.

7.3 Remediation of Release. In the event that Grantor has notice from Grantee or otherwise of a release or violation of Environmental Laws which occurred or may occur during the term of this Easement Agreement, Grantor may require Grantee, at Grantee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises. If during the construction or subsequent maintenance of the Improvements, soils or other materials considered to be environmentally contaminated are exposed, Grantee will remove and safely dispose of said contaminated soils. Determination of soils contamination and applicable disposal procedures thereof, will be made only by an agency having the capacity and authority to make such a determination.

7.4 Preventative Measures. Grantee shall promptly report to Grantor in writing any conditions or activities upon the Premises known to Grantee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Grantee's reporting to Grantor shall not relieve Grantee of any obligation whatsoever imposed on it by this Easement Agreement. Grantee shall promptly respond to Grantor's request for information regarding said conditions or activities.

7.5 Evidence of Compliance. Grantee agrees periodically to furnish Grantor with proof satisfactory to Grantor that Grantee is in compliance with this **Section 7**. Should Grantee not comply fully with the above-stated obligations of this **Section 7**, notwithstanding anything contained in any other provision hereof, Grantor may, at its option, terminate this Easement Agreement by serving five (5) days' notice of termination upon Grantee. Upon termination, Grantee shall remove the Improvements and restore the Premises as provided in **Section 9**.

Section 8 Default and Termination.

8.1 Grantor's Performance Rights. If at any time Grantee, or Grantee's Contractors, fails to properly perform its obligations under this Easement Agreement, Grantor, in its sole discretion, may: (i) seek specific performance of the unperformed obligations, or (ii) at Grantee's sole cost, may arrange for the performance of such work as Grantor deems necessary for the safety of its rail operations, activities and property, or to avoid or remove any interference with the activities or property of Grantor, or anyone or anything present on the rail corridor or property with the authority or permission of Grantor. Grantee shall promptly reimburse Grantor for all costs of work performed on Grantee's behalf upon receipt of an invoice for such costs. Grantor's failure to perform any obligations of Grantee or Grantee's Contractors shall not alter the liability allocation set forth in this Easement Agreement.

8.2 Abandonment. Grantor may, at its option, terminate this Easement Agreement by serving five (5) days' notice in writing upon Grantee if Grantee should abandon or cease to use the Premises for the Easement Purpose. Any waiver by Grantor of any default or defaults shall not constitute a waiver of the right to terminate this Easement Agreement for any subsequent default or defaults, nor shall any such waiver in any way affect Grantor's ability to enforce any section of this Easement Agreement.

8.3 Effect of Termination or Expiration. Neither termination nor expiration will release Grantee from any liability or obligation under this Easement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date the Premises are restored as required by **Section 9**.

8.4 Non-exclusive Remedies. The remedies set forth in this **Section 8** shall be in addition to, and not in limitation of, any other remedies that Grantor may have under the C&M Agreement, at law or in equity.

Section 9 Surrender of Premises.

9.1 Removal of Improvements and Restoration. Upon termination of this Easement Agreement, whether by abandonment of the Easement or by the exercise of Grantor's termination rights hereunder, Grantee shall, at its sole cost and expense, immediately perform the following:

- (a) remove all or such portion of Grantee's Improvements and all appurtenances thereto from the Premises, as Grantor directs at Grantor's sole discretion;
- (b) repair and restore any damage to the Premises arising from, growing out of, or connected with Grantee's use of the Premises;
- (c) remedy any unsafe conditions on the Premises created or aggravated by Grantee; and
- (d) leave the Premises in the condition which existed as of the Effective Date.

9.2 Limited License for Entry. If this Easement Agreement is terminated, Grantor may direct Grantee to undertake one or more of the actions set forth above, at Grantee's sole cost, in which case Grantee shall have a limited license to enter upon the Premises to the extent necessary to undertake the actions directed by Grantor. The terms of this limited license include all of Grantee's obligations under this Easement Agreement. Termination will not release Grantee from any liability or obligation under this Easement Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Grantee's Improvements are removed and the Premises are restored to the condition that existed as of the Effective Date. If Grantee fails to surrender the Premises to Grantor upon any termination of the Easement, all liabilities and obligations of Grantee hereunder shall continue in effect until the Premises are surrendered.

Section 10 **Liens.** Grantee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Grantee on the Premises or attributable to Taxes that are the responsibility of Grantee pursuant to **Section 6**. Grantor is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by Law to prevent the attachment of any such liens to any portion of the Premises; provided, however, that failure of Grantor to take any such action shall not relieve Grantee of any obligation or liability under this **Section 10** or any other section of this Easement Agreement.

Section 11 **Tax Exchange.** Grantor may assign its rights (but not its obligations) under this Easement Agreement to Goldfinch Exchange Company LLC, an exchange intermediary, in order for Grantor to effect an exchange under Section 1031 of the Internal Revenue Code. In such event, Grantor shall provide Grantee with a Notice of Assignment, attached as Exhibit C, and Grantee shall execute an acknowledgement of receipt of such notice.

Section 12 **Notices.** Any notice required or permitted to be given hereunder by one party to the other shall be delivered in the manner set forth in the C&M Agreement. Notices to Grantor under this Easement shall be delivered to the following address: BNSF Railway Company, Real Estate Department, 2500 Lou Menk Drive, Ft. Worth, TX 76131, Attn: Permits, or such other address as Grantor may from time to time direct by notice to Grantee.

Section 13 **Recordation.** It is understood and agreed that this Easement Agreement shall not be in recordable form and shall not be placed on public record and any such recording shall be a breach of this Easement Agreement. Grantor and Grantee shall execute a Memorandum of Easement in the form attached hereto as Exhibit "B" (the "**Memorandum of Easement**") subject to changes required, if any, to conform such form to local recording requirements. The Memorandum of Easement shall be recorded in the real estate records in the county where the Premises are located. If a Memorandum of Easement is not executed by the parties and recorded as described above within 30 days of the Effective Date, Grantor shall have the right to terminate this Easement Agreement upon notice to Grantee.

Section 14 **Miscellaneous.**

14.1 All questions concerning the interpretation or application of provisions of this Easement Agreement shall be decided according to the substantive laws of the State of California without regard to conflicts of law provisions.

14.2 In the event that Grantee consists of two or more parties, all the covenants and agreements of Grantee herein contained shall be the joint and several covenants and agreements of such parties. This instrument and all of the terms, covenants and provisions hereof shall inure to the benefit of and be binding upon each of the parties hereto and their respective legal representatives, successors and assigns and shall run with and be binding upon the Premises.

14.3 If any action at law or in equity is necessary to enforce or interpret the terms of this Easement Agreement, the prevailing party or parties shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party or parties may be entitled.

14.4 If any provision of this Easement Agreement is held to be illegal, invalid or unenforceable under present or future Laws, such provision will be fully severable and this Easement Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof will remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, there will be added automatically as a part of this Easement Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

14.5 This Easement Agreement is the full and complete agreement between Grantor and Grantee with respect to all matters relating to Grantee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Grantee's use of the Premises as described herein. However,

nothing herein is intended to terminate any surviving obligation of Grantee or Grantee's obligation to defend and hold Grantor harmless in any prior written agreement between the parties.

14.6 Time is of the essence for the performance of this Easement Agreement.

ADMINISTRATIVE FEE

15. Grantee acknowledges that a material consideration for this agreement, without which it would not be made, is the agreement between Grantee and Grantor that the Grantee shall pay upon return of this Agreement signed by Grantee to Grantor's Broker a processing fee in the amount of \$2,000.00 over and above the agreed upon acquisition price. Said fee shall be made payable to BNSF Railway Company by a separate check.

Witness the execution of this Easement Agreement as of the date first set forth above.

GRANTOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: 
Name: Kurt Geringer
Title: General Director Real Estate

GRANTEE:

Stanislaus County
a subdivision of the State of California

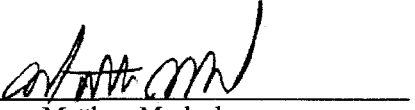
By: 
Name: Matthew Machado
Title: Public Works Director

EXHIBIT "A"

Premises

1"=80'

GRAPHIC SCALE



7-01

018-065-006

MASELLIS
86-047051 O.R.

LINE TABLE

NO.	BEARING	DISTANCE
L1	N 44°58'51" W	31.24'
L2	S 89°44'17" E	46.89'
L3	N 45°01'09" E	66.98'

PORTION SECTION 5,
T.4S., R.10E.,
M.D.B.& M.

018-016-019

CALIFORNIA
WINELANDS LLC
99-016454 O.R.

PORTION SECTION 8,
T.4S., R.10E.,
M.D.B.& M.

LEGEND:

O.R. OFFICIAL RECORDS
P.O.B. POINT OF BEGINNING
R/W RIGHT OF WAY

COUNTY OF STANISLAUS
CALIFORNIA

EXHIBIT "B"



ENGINEERS | SURVEYORS | PLANNERS

2737 NORTH MAIN STREET
SUITE 200
WALNUT CREEK, CA 94596
925-940-2200
925-940-2299 (FAX)

Subject PLAT TO ACCOMPANY
11-02-1 RIGHT OF WAY DEDICATION
Job No. 20045040-11
By MLM Date 08/15/08 Chkd. BTW
SHEET 1 OF 1

COYLE
2003-088827 O.R.

1"=80'

GRAPHIC SCALE



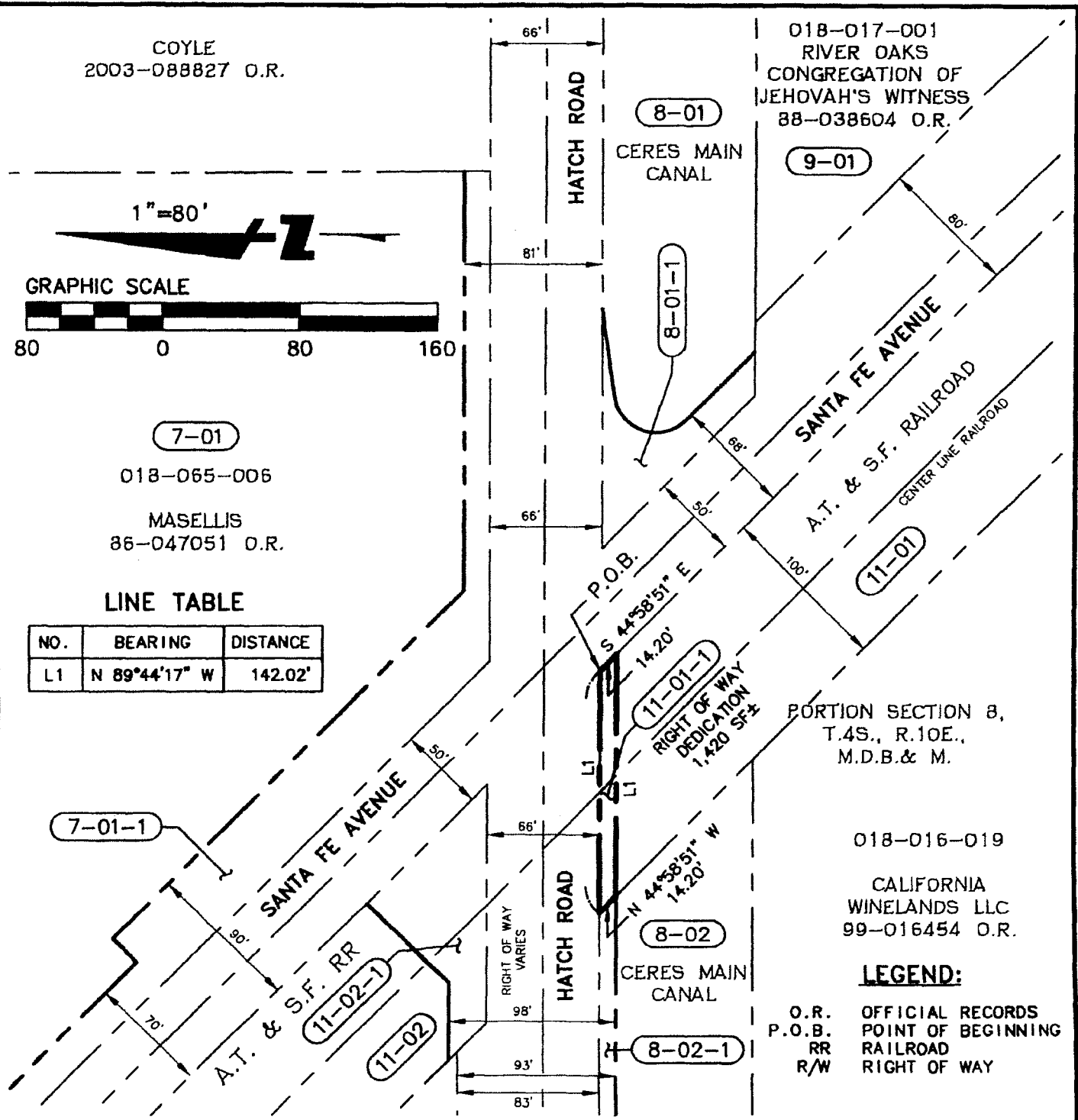
7-01

018-065-006

MASELLIS
86-047051 O.R.

LINE TABLE

NO.	BEARING	DISTANCE
L1	N 89°44'17" W	142.02'



018-017-001
RIVER OAKS
CONGREGATION OF
JEHOVAH'S WITNESS
88-038604 O.R.

9-01

8-01

CERES MAIN
CANAL

8-01-1

SANTA FE AVENUE

A.T. & S.F. RAILROAD
CENTER LINE RAILROAD

11-01

P.O.B.
S 44°58'51" E
14.20'
RIGHT OF WAY
DEDICATION
1,420 SF±

PORTION SECTION 8,
T.4S., R.10E.,
M.D.B. & M.

018-016-019
CALIFORNIA
WINELANDS LLC
99-016454 O.R.

8-02

CERES MAIN
CANAL

8-02-1

LEGEND:

- O.R. OFFICIAL RECORDS
- P.O.B. POINT OF BEGINNING
- RR RAILROAD
- R/W RIGHT OF WAY

COUNTY OF STANISLAUS
CALIFORNIA

EXHIBIT "B"



2737 NORTH MAIN STREET
SUITE 200
WALNUT CREEK, CA 94596
925-940-2200
925-940-2299 (FAX)

Subject PLAT TO ACCOMPANY
11-01-1 RIGHT OF WAY DEDICATION
Job No. 20045040-11
By MLM Date 08/15/08 Chkd. BTW
SHEET 1 OF 1

EXHIBIT "B"

MEMORANDUM OF EASEMENT

MEMORANDUM OF EASEMENT

THIS MEMORANDUM OF EASEMENT is hereby executed this _____ day of _____, 201_, by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Grantor**"), whose address for purposes of this instrument is 2500 Lou Menk Drive, Fort Worth, Texas 76131, and _____, a _____ ("**Grantee**"), whose address for purposes of this instrument is _____, which terms "Grantor" and "Grantee" shall include, wherever the context permits or requires, singular or plural, and the heirs, legal representatives, successors and assigns of the respective parties:

WITNESSETH:

WHEREAS, Grantor owns or controls certain real property situated in Stanislaus County, California, as described on **Exhibit "A"** attached hereto and incorporated herein by reference (the "**Premises**");

WHEREAS, Grantor and Grantee entered into an Easement Agreement, dated _____, 201_ (the "**Easement Agreement**") which set forth, among other things, the terms of an easement granted by Grantor to Grantee over and across the Premises (the "**Easement**"); and

WHEREAS, Grantor and Grantee desire to memorialize the terms and conditions of the Easement Agreement of record.

For valuable consideration the receipt and sufficiency of which are hereby acknowledged, Grantor does grant unto Grantee and Grantee does hereby accept from Grantor the Easement over and across the Premises.

The term of the Easement, unless sooner terminated under provisions of the Easement Agreement, shall be perpetual.

All the terms, conditions, provisions and covenants of the Easement Agreement are incorporated herein by this reference for all purposes as though written out at length herein, and both the Easement Agreement and this Memorandum of Easement shall be deemed to constitute a single instrument or document. This Memorandum of Easement is not intended to amend, modify, supplement, or supersede any of the provisions of the Easement Agreement and, to the extent there may be any conflict or inconsistency between the Easement Agreement or this Memorandum of Easement, the Easement Agreement shall control.


GRANTOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: 
Name: KURT GERINGER
Title: GENERAL DIRECTOR REAL ESTATE

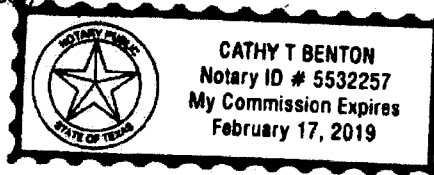
STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 12th day of January, 2017, by Kurt Geringer as General Director Real Estate of BNSF RAILWAY COMPANY, a Delaware corporation.


Notary Public

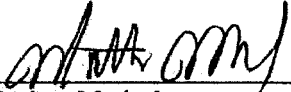
My appointment expires: 2/17/2019

(Seal)



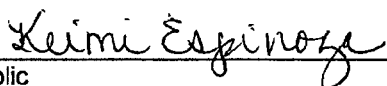
GRANTEE:

Stanislaus County,
a subdivision of the State of California

By: 
Name: Matthew Machado
Title: Public Works Director

STATE OF California §
 §
COUNTY OF Stanislaus §

This instrument was acknowledged before me on the 5th day of April, 2016, by
Keimi Espinoza (name) as Notary Public (title) of
Stanislaus County, a subdivision of the State of California.


Notary Public

My appointment expires: July 26, 2016

(Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Stanislaus

On April 5, 2016 before me, Keimi Espinoza, Notary Public
(insert name and title of the officer)

personally appeared, Matthew Machado

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Keimi Espinoza (Seal)
Notary Public Signature



OPTIONAL INFORMATION

THIS OPTIONAL INFORMATION SECTION IS NOT REQUIRED BY LAW BUT MAY BE BENEFICIAL TO PERSONS RELYING ON THIS NOTARIZED DOCUMENT

TITLE OR TYPE OF DOCUMENT Memorandum of Easement between BNSF Railway Company and Stanislaus County (Hatch Road Improvement Project)

DATE OF DOCUMENT _____ NUMBER OF PAGES _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

SIGNER'S NAME _____ SIGNER'S NAME _____

Exhibit C-C1

Contractor Requirements



EXHIBIT "C"

CONTRACTOR REQUIREMENTS

1.02 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 widening of Hatch Road.
- **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:



Colt Esenwein, P.E.
Stanislaus County
Public Works Deputy Director
1716 Morgan Road
Modesto, CA 95358-5805
(209) 525-5805

- **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 Stanislaus County at (209) 525-5805 and Railway's Manager Public Projects, telephone number (909) 386-4474, at least thirty (30) calendar days before commencing any work on Railway Property. Contractor's notification to Railway must refer to Railway's file BF10008209.
- **1.01.07** For any bridge demolition and/or falsework above any tracks or any excavations located with any part of the excavations located within, whichever is greater, twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 2 horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor must furnish the Railway five sets of working drawings showing details of construction affecting Railway Property and tracks. The working drawing must include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and two sets of structural calculations of any falsework, shoring or cribbing. For all excavation and shoring submittal plans, the current "BNSF-UPRR Guidelines for Temporary Shoring" must be used for determining the design loading conditions to be used in shoring design, and all calculations and submittals must be in accordance with the current "BNSF-UPRR Guidelines for Temporary Shoring". All submittal drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. All calculations must take into consideration railway surcharge loading and must be designed to meet American Railway Engineering and Maintenance-of-Way Association (previously known as American Railway Engineering Association) Coopers E-80 live loading standard. All drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. The Contractor must not begin work until notified by the Railway that plans have been approved. The Contractor will be required to use lifting devices such as, cranes and/or winches to place or to remove



any falsework over Railway's tracks. In no case will the Contractor be relieved of responsibility for results obtained by the implementation of said approved plans.

- **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.contractororientation.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** The Contractor must notify the Railway's Division Engineer Stephen Hedemann at (559) 285-1411 and provide blasting plans to the Railway for review seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railway's Property.
- **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 Stanislaus County and must not be undertaken until approved in writing by the Railway, and until Stanislaus County 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 Stanislaus County 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.contractororientation.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.

1.05 Railway Flagger Services:

- **1.05.01** The Contractor must give Railway's Roadmaster (559) 457-7523 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 Stanislaus County. 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 30 freight trains per 24-hour period at a timetable speed 70 MPH and 12 passenger trains at a timetable speed of 79 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.contractororientation.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 Engineering Representative (209) 460-6175**. 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.

I. 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.)

II. 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: _____

EXHIBIT "C-1"

Agreement Between BNSF RAILWAY COMPANY and the CONTRACTOR

Railway File: BF10008209

Agency Project: Hatch Road Widening Project

_____ (hereinafter called "Contractor"), has entered into an agreement (hereinafter called "Agreement") dated _____, 201_, with Stanislaus County for the performance of certain work in connection with the following project: Hatch Road Widening. Performance of such work will necessarily require Contractor to enter **BNSF RAILWAY COMPANY** (hereinafter called "Railway") right of way and property (hereinafter called "Railway Property"). The Agreement provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for Stanislaus County (i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

Accordingly, in consideration of Railway granting permission to Contractor to enter upon Railway Property and as an inducement for such entry, Contractor, effective on the date of the Agreement, has agreed and does hereby agree with Railway as follows:

1) RELEASE OF LIABILITY AND INDEMNITY

Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorneys' fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Contractor'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 CONTRACTOR 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 CONTRACTOR 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 LOCOMOTIVE INSPECTION ACT, WHENEVER SO CLAIMED.

Contractor 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 Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, 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.

In addition to any other provision of this Agreement, in the event that all or any portion of this Article shall be deemed to be inapplicable for any reason, including without limitation as a result of a decision of an applicable court, legislative enactment or regulatory order, the parties agree that this Article shall be interpreted as requiring Contractor to indemnify Railway to the fullest extent permitted by applicable law. **THROUGH THIS AGREEMENT THE PARTIES EXPRESSLY INTEND FOR CONTRACTOR TO INDEMNIFY RAILWAY FOR RAILWAY'S ACTS OF NEGLIGENCE.**

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

2) TERM

This Agreement is effective from the date of the Agreement until (i) the completion of the project set forth herein, and (ii) full and complete payment to Railway of any and all sums or other amounts owing and due hereunder.

3) INSURANCE

Contractor 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 Contractor. 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:

- ◆ Contractor'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.

D. 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.

Contractor 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. Contractor 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 Contractor's care, custody or control.

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

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

Prior to commencing services, Contractor 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 address:

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

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

Any insurance policy shall 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 provided.

If coverage is purchased on a "claims made" basis, Contractor hereby agrees to maintain coverage in force for a minimum of three years after expiration,

cancellation or termination of this Agreement. Annually Contractor agrees to provide evidence of such coverage as required hereunder.

Contractor represents that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor 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 Contractor, Contractor shall require that the subcontractor shall provide and maintain insurance coverage(s) as 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 Contractor's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by **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, Contractor 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 Contractor. 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** shall mean "Burlington Northern Santa Fe LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

4) SALES AND OTHER TAXES

In the event applicable sales taxes of a state or political subdivision of a state of the United States are levied or assessed in connection with and directly related

to any amounts invoiced by Contractor to Railway ("Sales Taxes"), Railway shall be responsible for paying only the Sales Taxes that Contractor separately states on the invoice or other billing documents provided to Railway; *provided, however*, that (i) nothing herein shall preclude Railway from claiming whatever Sales Tax exemptions are applicable to amounts Contractor bills Railway, (ii) Contractor shall be responsible for all sales, use, excise, consumption, services and other taxes which may accrue on all services, materials, equipment, supplies or fixtures that Contractor and its subcontractors use or consume in the performance of this Agreement, (iii) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) that Contractor fails to separately state on the invoice or other billing documents provided to Railway or fails to collect at the time of payment by Railway of invoiced amounts (except where Railway claims a Sales Tax exemption), and (iv) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) if Contractor fails to issue separate invoices for each state in which Contractor delivers goods, provides services or, if applicable, transfers intangible rights to Railway.

Upon request, Contractor shall provide Railway satisfactory evidence that all taxes (together with any penalties, fines or interest thereon) that Contractor is responsible to pay under this Agreement have been paid. If a written claim is made against Contractor for Sales Taxes with respect to which Railway may be liable for under this Agreement, Contractor shall promptly notify Railway of such claim and provide Railway copies of all correspondence received from the taxing authority. Railway shall have the right to contest, protest, or claim a refund, in Railway's own name, any Sales Taxes paid by Railway to Contractor or for which Railway might otherwise be responsible for under this Agreement; *provided, however*, that if Railway is not permitted by law to contest any such Sales Tax in its own name, Contractor shall, if requested by Railway at Railway's sole cost and expense, contest in Contractor's own name the validity, applicability or amount of such Sales Tax and allow Railway to control and conduct such contest.

Railway retains the right to withhold from payments made under this Agreement amounts required to be withheld under tax laws of any jurisdiction. If Contractor is claiming a withholding exemption or a reduction in the withholding rate of any jurisdiction on any payments under this Agreement, before any payments are made (and in each succeeding period or year as required by law), Contractor agrees to furnish to Railway a properly completed exemption form prescribed by such jurisdiction. Contractor shall be responsible for any taxes, interest or penalties assessed against Railway with respect to withholding taxes that Railway does not withhold from payments to Contractor.

5) EXHIBIT "C" CONTRACTOR REQUIREMENTS

The Contractor must observe and comply with all provisions, obligations, requirements and limitations contained in the Agreement, and the Contractor Requirements set forth on Exhibit "C" attached to the Agreement 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/fags/permits-real-estate/>), for any temporary crossing requested to aid in the construction of this Project, if approved by BNSF.

6) TRAIN DELAY

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. 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 Yasmin Ara (909) 386-4075 three (3) 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, each of the parties hereto has caused this Agreement to be executed by its duly authorized officer the day and year first above written.

Contractor

BNSF Railway Company

By: _____

By: _____

Printed Name: _____

Name: Jason L. Sanchez
Manager Public Projects

Title: _____

Accepted and effective this _____ day of 20__.

Contact Person: _____

Address: _____

City: _____

State: _____ Zip: _____

Fax: _____

Phone: _____

E-mail: _____

Exhibit D

BNSF Cost Estimates

The Burlington Northern & Santa Fe Railway Company

TO RICHMOND

TO CALWA

EASTWARD APPR. 6720'
79 MPH

120' MIN.

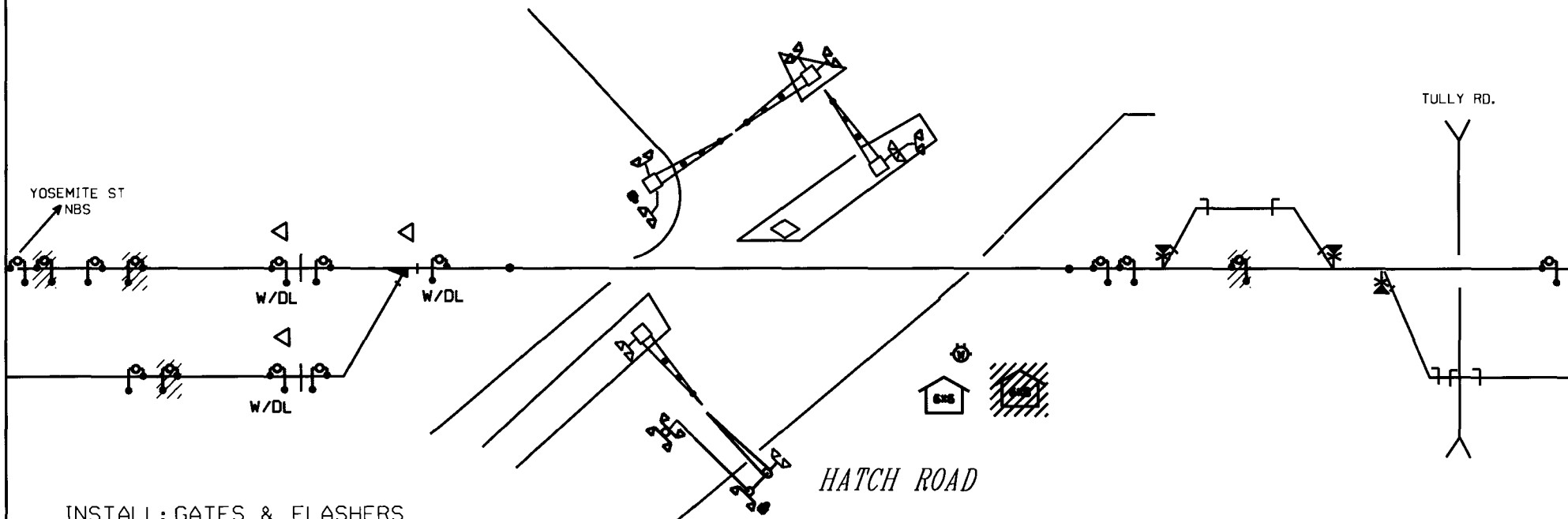
WESTWARD APPR. 6720'
79 MPH

EASTWARD APPR. 5104'
60 MPH

50' MIN.

XX'

50' MIN.



INSTALL: GATES & FLASHERS

CONTROL DEVICES: CONSTANT WARNING

SALVAGE: NONE ~~XXXXXXXX~~ - OUT **BOLD - IN**

HATCH ROAD

DOT # 028 739 S

PROJECT #34248

 INSTRUMENT HOUSE


 BELL

 METER

 CROSSING CONTROL CONNECTIONS

 BIDIRECTIONAL CROSSING CONTROL

 UNIDIRECTIONAL CROSSING CONTROL

 COUPLER OR TERMINATION

 GUARD RAIL

Warning device placement:

Clearance to C.L. Track = Min. 12'

Edge of Road to C.L. Foundation:

Min. 4'3" with curb,

Min. 8'3" without curb,

Max. 12'

House Clearance: 25' Min. to Near Rail

30' Min. to Edge of Road

ALL LIGHTS TO BE LED

BNSF RAILWAY CO.

LOCATION: HUGHSON, CA.

STREET: HATCH ROAD

LS: 7200

M.P. 1086.95

DOT # 028 739 S

DIVISION: CALIFORNIA

SUBDIVISION: STOCKTON

KANSAS CITY

NO SCALE

DATE: 05/21/2015

FILE: 34248 STATE SKETCH.dgn

JFK

BNSF RAILWAY COMPANY
 FHPM ESTIMATE FOR
 STATE OF CALIFORNIA

LOCATION HUGHSON TO EAST EMPIRE

DETAILS OF ESTIMATE

PLAN ITEM: 000221837

VERSION: 2

PURPOSE, JUSTIFICATION AND DESCRIPTION

INSTALL CONSTANT WARNING AND (5) FLASHERS WITH GATES AND (1) CANTILEVER AT HATCH RD IN HUGHSON, CA CALIFORNIA DIV , STOCKTON SUBDIV , L/S 7200, M.P. 1086.95, DOT # 028739S SEQ #34248.

MONTHLY POWER UTILITY COST CENTER : 61692

THE MATERIAL LIST BELOW REFLECTS TYPICAL REPRESENTATIVE PACKAGES USED FOR ESTIMATING PURPOSES ONLY.

THEY CAN BE EXPECTED TO CHANGE AFTER THE ENGINEERING PROCESS. DETAILED AND ACCURATE MATERIAL LISTS WILL BE FURNISHED WHEN ENGINEERING IS COMPLETED.

***** SIGNAL WORK ONLY *****

CONTINUING CONTRACTS HAVE BEEN ESTABLISHED FOR PORTIONS OF SIGNAL WORK ON THE BNSF RAILROAD.

THIS ESTIMATE IS GOOD FOR 90 DAYS. THEREAFTER THE ESTIMATE IS SUBJECT TO CHANGE IN COST FOR LABOR, MATERIAL, AND OVERHEAD.

THE STATE OF CALIFORNIA IS FUNDING THIS PROJECT 100%.

MAINTAIN PROPRIETARY CONFIDENTIALITY

PRIMARY FUNDING SOURCE IS FHWA

** BUY AMERICA(N) APPLIES **

DESCRIPTION	QUANTITY U/M	COST	TOTAL \$

LABOR			

ELECTRICAL LABOR F/POWER TRANS SYS	108.0 MH	3,039	
SIGNAL FIELD LABOR - CAP	2520.0 MH	87,182	
SIGNAL SHOP LABOR - CAP	144.0 MH	4,349	
PAYROLL ASSOCIATED COSTS		62,386	
DA OVERHEADS		94,247	
EQUIPMENT EXPENSES		51,359	
INSURANCE EXPENSES		15,877	
TOTAL LABOR COST		318,439	318,439

MATERIAL			

BATTERY	1.0 LS N	14,048	
BUNGALOW 6X6	1.0 EA N	6,962	
BUNGALOW MATERIAL	1.0 LS N	7,130	
CABLE	1.0 LS N	17,518	
CABLE, DAX	4000.0 FT N	10,520	
CANTILEVER COMPLETE	1.0 EA N	17,719	
CHARGERS	1.0 LS N	863	
CONDUIT, PVC 4", SCH 80	150.0 FT N	506	
CONSTANT WARNING	1.0 EA N	29,234	
FIELD MATERIAL	1.0 LS N	9,240	
FILL DIRT	20.0 CY N	500	
FOUNDATION, STEEL	5.0 EA N	3,645	
GATE KEEPER	5.0 EA N	9,820	
GATE MECHANISM	5.0 EA N	30,625	
HAWK 48 DIM	1.0 EA N	1,450	
INDUCTOR, DUMMY LOAD	3.0 EA N	2,460	
JUNCTION BOX, PREEMPTION	1.0 EA N	325	
LED LIGHT	22.0 EA N	4,510	
LED LIGHT GATE KIT	5.0 EA N	945	
LIGHT OUT DETECTOR	2.0 EA N	2,046	
MATERIAL FOR ELECTRICAL	1.0 EA	1,500	
RECORDER	1.0 EA N	3,625	
RELAY	2.0 EA N	1,500	
RELAY, DAX	4.0 EA N	2,308	
SHUNT, NBS	9.0 EA N	9,810	
SIDLIGHT ASSY ONE WAY W/ CANT	3.0 EA N	2,397	
SIDLIGHT ASSY TWO WAY W/ CANT	1.0 EA N	1,230	
SURFACE ROCK	20.0 CY N	500	

TELLULAR DEVICE	1.0 EA N	3,052	
MATERIAL HANDLING		75	
USE TAX		17,273	
OFFLINE TRANSPORTATION		2,453	
		<hr/>	
TOTAL MATERIAL COST		215,789	215,789

OTHER			

AC POWER SERVICE	1.0 EA	5,000	
CONTRACT ENGINEERING	1.0 LS N	20,000	
DIRECTIONAL BORE	200.0 FT N	10,000	
		<hr/>	
TOTAL OTHER ITEMS COST		35,000	35,000
PROJECT SUBTOTAL			569,228
CONTINGENCIES			56,922
BILL PREPARATION FEE			6,262
			<hr/>
GROSS PROJECT COST			632,412
LESS COST PAID BY BNSF			0
			<hr/>
TOTAL BILLABLE COST			632,412

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

BNSF RAILWAY COMPANY
FHPM ESTIMATE FOR
STANISLAUS COUNTY

LOCATION EAST EMPIRE

DETAILS OF ESTIMATE

PLAN ITEM : 000124970

VERSION : 2

PURPOSE, JUSTIFICATION AND DESCRIPTION

DESCRIPTION OF PROJECT AS PROVIDED BY PROJECT ENGINEER DTD
BNSF PUBLIC PROJECTS IS ENTERING INTO AN AGREEMENT WITH STANISLAUS COUNTY TO EXTEND CROSSING FROM 47 FT TO 136 FT.
CROSSING SURFACE UPGRADED TO CONCRETE

BILLING FOR THIS PROJECT SHOULD BE DIRECTED TO STANISLAUS COUNTY

MAINTAIN PROPRIETARY CONFIDENTIALITY

THE PHYSICAL LIMITS OF THIS PROJECT ARE DESCRIBED BY LINE SEGMENT, MILE POST RANGES, AND IN SOME CASES TRACK NUMBER THIS IS THE PRIMARY AREA FOR THE PROJECT. THERE WILL BE CASES WHERE WORK MAY OCCUR BEYOND THE DEFINED LIMITS

PROJECTS THAT INCLUDE SIGNAL, ELECTRICAL, OR TELECOMMUNICATION EQUIPMENT MAY REQUIRE ACTIVITY BEYOND THESE DEFINED TRACK LIMITS. ALL OR PORTIONS OF SOME PROJECTS MAY OCCUR IN AREAS WHERE NO MILEPOST SIGNS EXIST SUCH AS YARDS

THIS ESTIMATE IS GOOD FOR 90 DAYS THEREAFTER THE ESTIMATE IS SUBJECT TO CHANGE IN COST FOR LABOR, MATERIAL, AND OVERHEAD

UPDATED TO 2015 PER JASON L. SANCHEZ 5/21/15

PRIMARY FUNDING SOURCE IS FHWA

** BUY AMERICA(N) APPLIES **

DESCRIPTION	QUANTITY	U/M	COST	TOTAL \$

LABOR				

PLACE FIELD WELDS - CAP	128.64	MH	4,251	
REPLACE PUBLIC CROSSING - TOTAL REHAB	364.48	MH	11,401	
SIGNAL FIELD LABOR - CAP	60.3	MH	2,108	
SURFACE TRACK - REPLACEMENT - CAP	32.16	MH	1,049	
UNLOAD BALLAST - REPLACEMENT - CAP	24.12	MH	755	
UNLOAD CROSSING MATERIAL - PUBLIC - CAP	91.12	MH	2,851	
PAYROLL ASSOCIATED COSTS			14,785	
DA OVERHEADS			19,395	
EQUIPMENT EXPENSES			12,170	
INSURANCE EXPENSES			3,760	
TOTAL LABOR COST			72,525	72,525

MATERIAL				

ASPHALT IN PLACE PER TON	41.0	NT **	5,810	
BALLAST, FOR GENERIC USE ONLY	300.0	NT **	2,628	
TRACK PANEL, 136 STANDARD RAIL, 40 FT- 10 FT TIES-	5.0	EA **	27,495	
WELDKIT, GENERIC FOR ALL RAIL WEIGHTS	12.0	KT	814	
CONC 136 08-SEC WITH FILLER FOR 10' WOOD TIES **	136.0	FT	21,692	
CONCRETE XING RAMP AND PANEL RESTRAINT,	1.0	ST	310	
SIGNAL MATERIAL	5.7	DAY	855	
MATERIAL HANDLING			2,976	
ONLINE TRANSPORTATION			4,650	
USE TAX			5,254	
OFFLINE TRANSPORTATION			715	
TOTAL MATERIAL COST			73,199	73,199

OTHER				

LEASED EQUIPMENT WITH OPERATOR	5.7	DAY	8,550	
TOTAL OTHER ITEMS COST			8,550	8,550

PROJECT SUBTOTAL	154,274
CONTINGENCIES	14,728
BILL PREPARATION FEE	1,691
GROSS PROJECT COST	170,693
LESS COST PAID BY BNSF	0
TOTAL BILLABLE COST	170,693