

INFORMATION HANDOUT

For Contract No. 07-275704

At 07-LA-103-0.1

Identified by

Project ID 0700000522

MATERIALS INFORMATION

Bridge As-Built Drawings

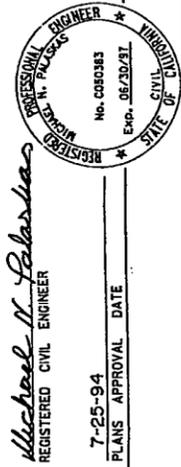
Union Pacific Railroad Company Right of Entry Agreement

Pacific Harbor Line (PHL) Service Contract No. 07R315

Union Pacific Railroad Company Service Contract No. 07R313

Project Scope Summary Report (Structure Rehabilitation)

Access Agreement (Between Valero and Caltrans for Valero Wilmington Refinery)



Michael H. Sabarwal
REGISTERED CIVIL ENGINEER

7-25-94
PLANS APPROVAL DATE

GANNETT FLEMING INC.
1240 NORTH LAKEVIEW AVENUE, SUITE 170
ANN ARBOR, CA 92007

GENERAL NOTES
LOAD FACTOR DESIGN

- DESIGN: Bridge Design Specifications (1983 AASHTO with Interims and Revisions by CALTRANS)
- DEAD LOAD: Includes 35 psf for future wearing surface.
- SEISMIC LOADING: Peak Rock Acceleration = 0.6g
Depth of Alluvium > 150 ft
- Reinforced Concrete (assumed for retrofit evaluation) $f_y = 40,000$ psi
 $f'_c = 5,000$ psi
- Reinforced Concrete (new) $f_y = 60,000$ psi
 $f'_c = 3,250$ psi
- Structural Steel (assumed for retrofit evaluation) $F_y = 33,000$ psi
ASTM A7
- Structural Steel (new) $F_y = 36,000$ psi
ASTM A36
- Rivets (assumed for retrofit evaluation) $F_y = 36,000$ psi
ASTM A502-Grade 1
- Bolts (new) $F_y = 36,000$ psi
ASTM A325-N

INDEX TO PLANS

SHEET NO.	TITLE
1.	GENERAL PLAN
2.	STRUCTURE PLAN NO. 1
3.	STRUCTURE PLAN NO. 2
4.	STRUCTURE PLAN NO. 3
5.	FOUNDATION PLAN NO. 1
6.	FOUNDATION PLAN NO. 2
7.	FOUNDATION PLAN NO. 3
8.	ABUTMENT DETAILS NO. 1
9.	ABUTMENT DETAILS NO. 2
10.	BENT DETAILS NO. 1
11.	BENT DETAILS NO. 2
12.	BENT DETAILS NO. 3
13.	BENT DETAILS NO. 4
14.	BENT DETAILS NO. 5
15.	BENT DETAILS NO. 6
16.	BENT DETAILS NO. 1
17.	HINGE DETAILS NO. 1
18.	HINGE DETAILS NO. 2
19.	CONCRETE TYPE-EXC AND BKf LIMITS
20.	LOG OF TEST BORINGS NO. 1
21.	LOG OF TEST BORINGS NO. 2
22.	LOG OF TEST BORINGS NO. 3

STANDARD PLANS DATED JULY 1992

A-10A ABBREVIATIONS

A-10B SYMBOLS

B0-1 BRIDGE DETAILS CLASS 45 AND CLASS 70

B2-5 PILE DETAILS CLASS 45 AND CLASS 70

B2-7 EXHAUSTIVE PILE DETAILS CLASS 45 AND CLASS 70

B2-5 PILE DETAILS CLASS 45 AND CLASS 70

Standard plan sheet No.

Detail No.

AS BUILT

CORRECTIONS BY *Geotek, Westgate*

CONTRACT NO. 07-124104

DATE 04-30-96

LEGEND

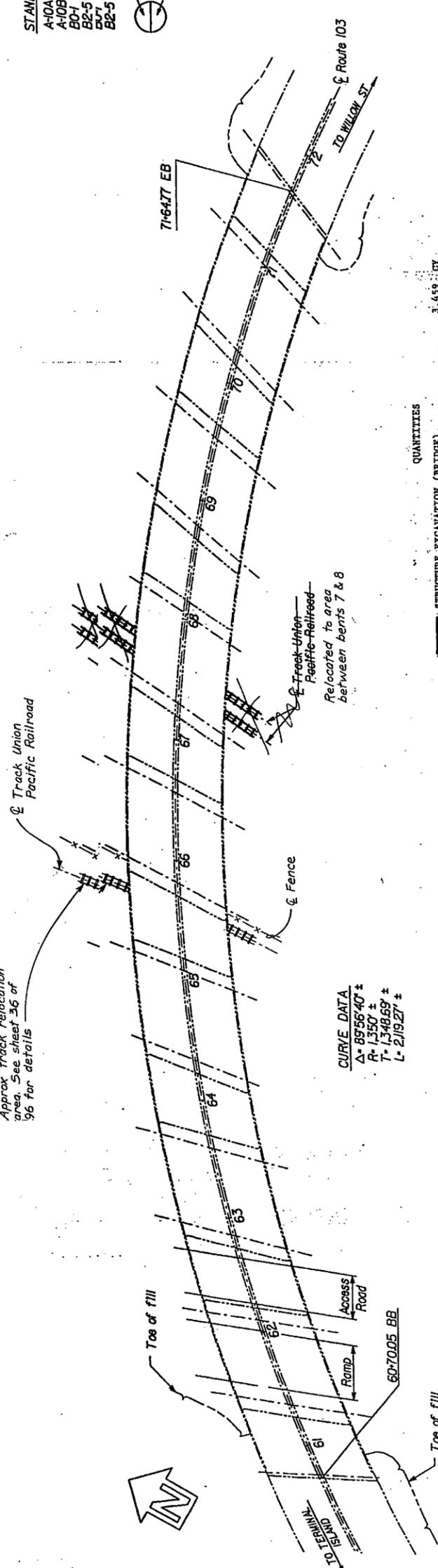
--- Indicates existing structure

— Indicates new construction

PILE DATA - CLASS 70 - ALTERNATIVE "W"

LOCATION	DESIGN LOAD (SERVICE LOAD)	SPECIFIED TIP ELEVATION	PROBABLE TIP ELEVATION
Bent 5	70 Ton	-56.0	-61.0
Bent 8	70 Ton	-66.0	-71.0
Bent 9	70 Ton	-66.0	-71.0
Bent 12	70 Ton	-66.0	-71.0

Approx track relocation area. See sheet 36 of 96 for details



CURVE DATA
 $\Delta = 89.5640^\circ \pm$
 $R = 1,350 \pm$
 $T = 1,348.69 \pm$
 $L = 2,19.27 \pm$

QUANTITIES

STRUCTURE EXCAVATION (BRIDGE)	3,450 CY
STRUCTURE BACKFILL (CLASS 70)	3,193 CY
DRILL AND BOND DOVEL	14,664 LF
DRILL AND BOND DOVEL	208 EA
STRUCTURAL CONCRETE BRIDGE FOOTING	708 CY
STRUCTURAL CONCRETE BRIDGE	1,476 CY
DRILL AND BOND DOVEL	5,790 LF
CORE CONCRETE (2")	2,952 LF
BAR REINFORCING STEEL (BRIDGE)	331,400 LB
TREATED LUMBER AND TIMBER	2 MFBM
CLEAN AND PAINT STRUCTURAL STEEL	106,200 LB
MISCELLANEOUS METAL (BRIDGE)	106,200 LB

PLAN
1-50

1 REVISED FOR ADDENDUM NO. 1 DATED SEPTEMBER 2, 1994

Note: The Contractor shall verify all controlling field dimensions before ordering or fabricating any material.

DESIGN	DESIGNED	CHECKED	DATE	REVISION	BY	DATE	REVISION	BY	DATE
DESIGN	M. N. Polaskas	J. Wang	7-93	8-93	M. N. Polaskas	8-93	0		
DETAILS	R. C. Donley	J. Wang	7-93	8-93	R. C. Donley	8-93	1		
QUANTITIES	F. S. Chang	M. C. Yavog	7-93	8-93	R. J. Schroeder	8-93	2		
					E. L. Tyk	8-93	3		

ORIGINAL SCALE IN INCHES FOR REDUCED PLANS

BRITAIN POTEET III
PROJECT ENGINEER

BRIDGE NO. 53-2626
POST MILE 0.07

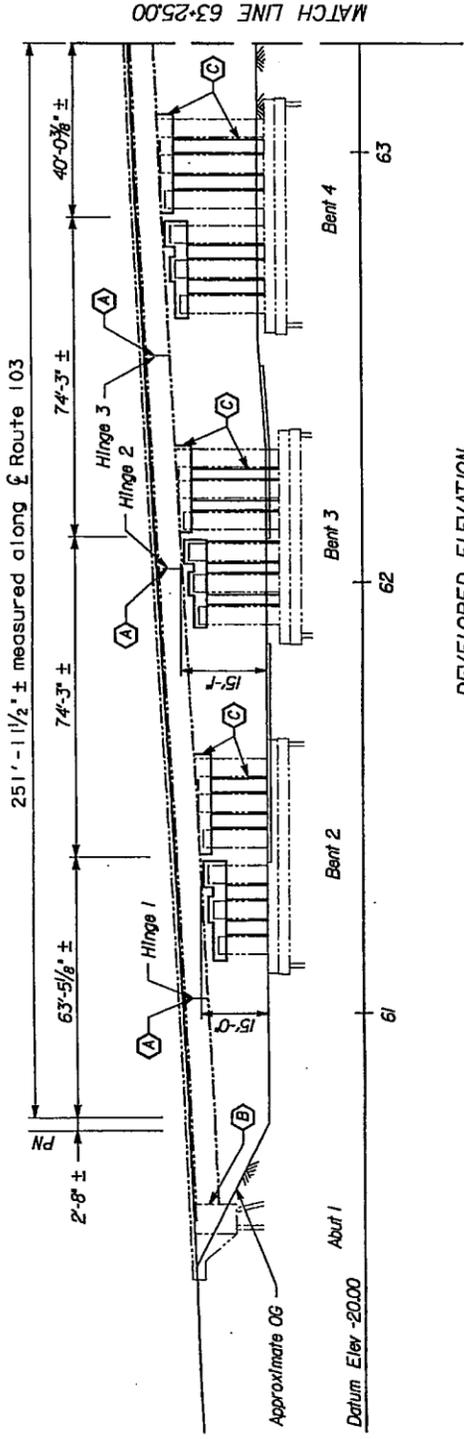
DISCARD PRINTS BEARING EARLIER REVISION DATES

REVISION DATES (PRELIMINARY STAGE ONLY)

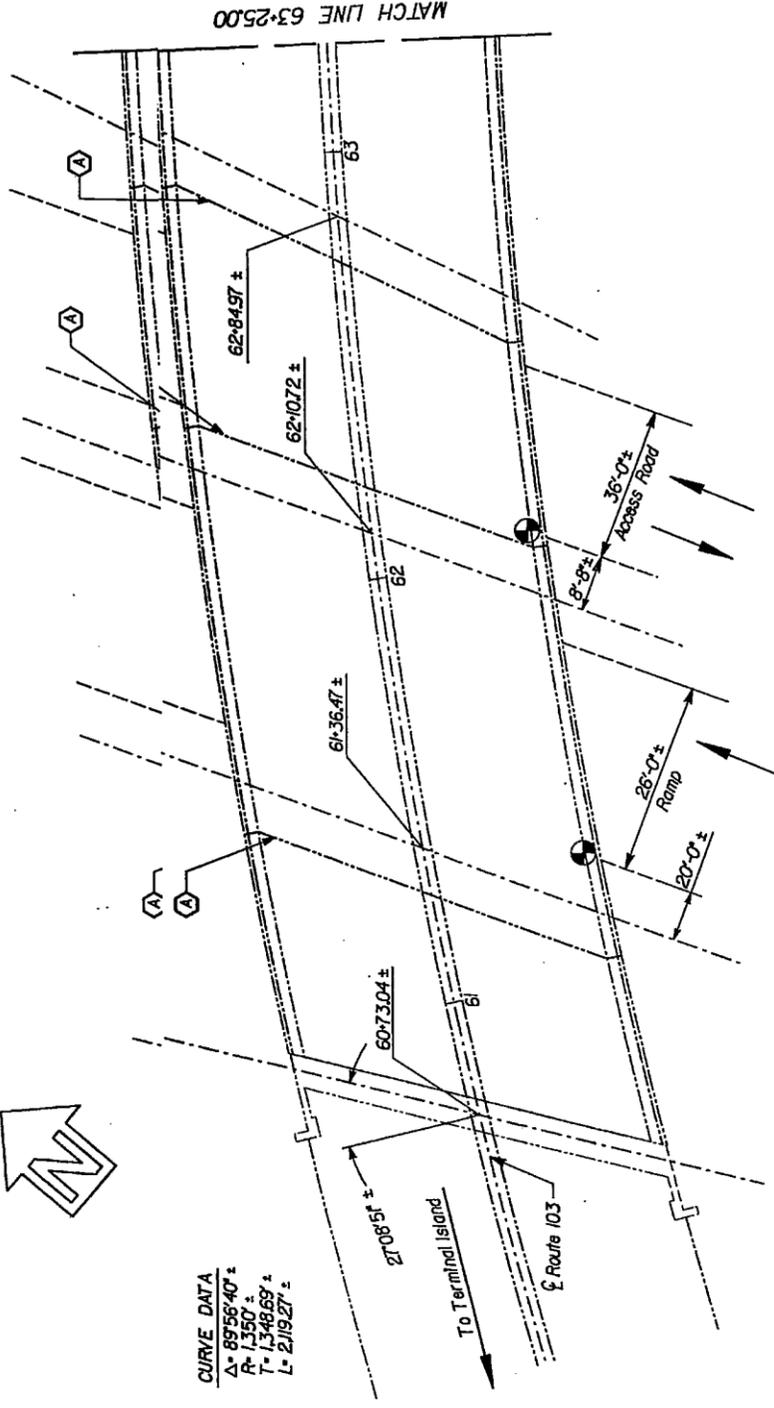
EARTHQUAKE RETROFIT PROJECT NO. 211
TERMINAL ISLAND UPRR OVERHEAD
GENERAL PLAN

590040-2

- (A) Add longitudinal hinge restrainer plates and transverse shear keys at hinges
- (B) Add transverse shear keys and timber bumpers to abutment
- (C) Add concrete cap and infill concrete walls to bent.
- (D) Strengthen girder bearing
- (E) Add concrete cap and infill concrete walls. Strengthen bent footing and girder bearing



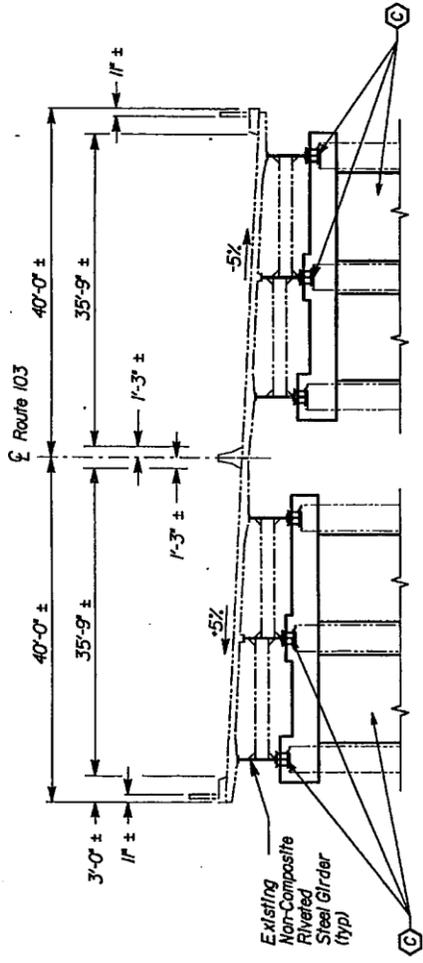
DEVELOPED ELEVATION
1" = 20'



CURVE DATA
 $\Delta = 89.5640^\circ \pm$
 $R = 1,350 \pm$
 $T = 1,348.69 \pm$
 $L = 2,119.27 \pm$

Note:
 The Contractor shall verify all controlling field dimensions before ordering or fabricating any material.

PLAN
1" = 20'



TYPICAL SECTION
1" = 10'

NO AS BUILT CHANGES
AS BUILT
 CORRECTIONS BY *Cedric Wernede*
 CONTRACT NO. 07-12410A
 DATE 04-30-98 *JMK* 02-20-97

- LEGEND
- Indicates existing structure
 - Indicates new construction
 - ⊙ Indicates point of minimum vertical clearance

Michael N. Palaskas
 REGISTERED CIVIL ENGINEER
 No. C080343
 Exp. 06/30/97

7-25-94
 PLANS APPROVAL DATE

GANNETT FLEMING INC.
 1540 NORTH LAKEVIEW AVENUE, SUITE 170
 ANAHEIM, CA 92807

EARTHQUAKE RETROFIT PROJECT NO. 211		BRIDGE NO. 53-2626	BRITTAIN POTEET III PROJECT OWNER	DESIGN BY M. N. Palaskas 7/93	CREATED J. Wang 8/93
TERMINAL ISLAND UPRR OVERHEAD		POST MILE 0.07	STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION	DETAILS BY R. C. Darlby 7/93	CREATED J. Wang 8/93
STRUCTURE PLAN NO. 1		REVISION DATES (PRELIMINARY STAGE ONLY)	CU 07 EA 124101	QUANTITIES BY F. S. Chang 7/93	CREATED M. C. Yovos 8/93
SHEET OF 2 21		REVISION DATES (PRELIMINARY STAGE ONLY)	ORIGINAL SCALE IN INCHES FOR REDUCED PLANS	0 1 2 3	

07 LA 1103110 Var 34 96

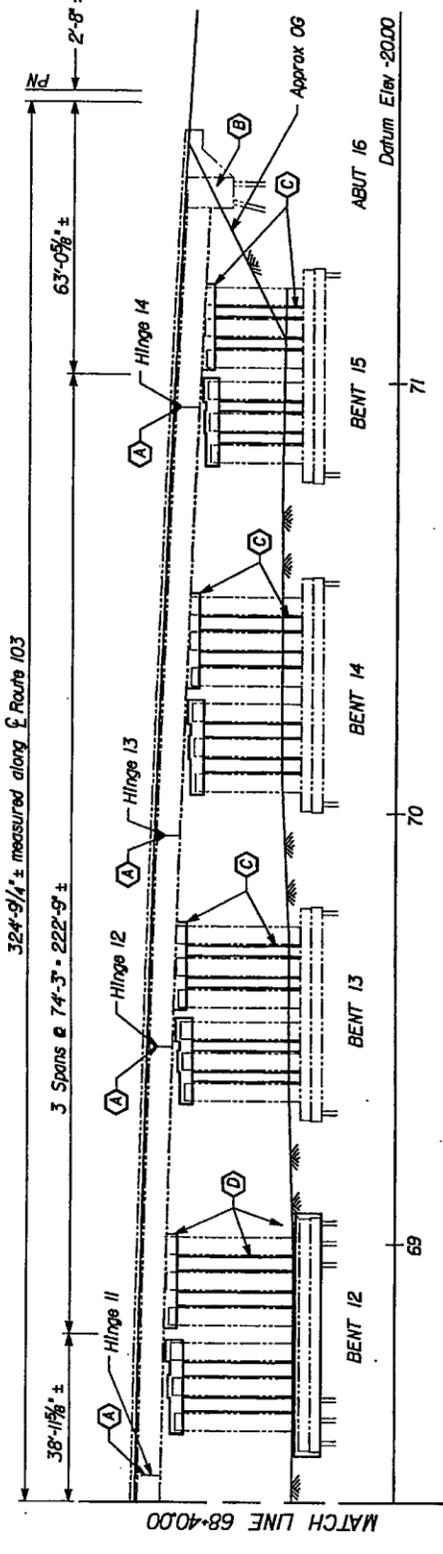
Michael N. Belarba
REGISTERED CIVIL ENGINEER

7-25-94
PLANS APPROVAL DATE

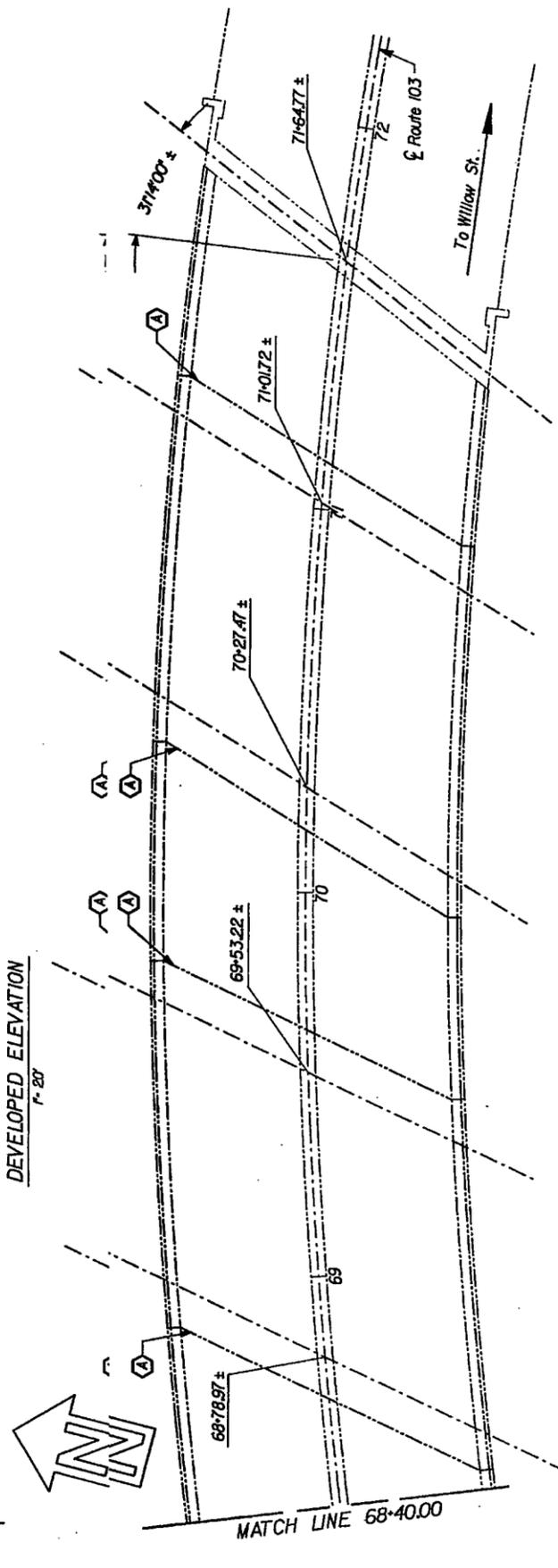
GANNETT FLEMING INC.
1240 NORTH LAKEVIEW AVENUE, SUITE 70
ANAHEIM, CA 92807

PROFESSIONAL ENGINEER
No. C050383
Exp. 06/30/97
STATE OF CALIFORNIA

- (A) Add longitudinal hinge restrainer plates and transverse shear keys at hinges
- (B) Add transverse shear keys and timber bumpers to abutment
- (C) Add concrete cap and infill concrete walls to bent. Strengthen girder bearing
- (D) Add concrete cap and infill concrete walls. Strengthen bent footing and girder bearing



DEVELOPED ELEVATION
1" = 20'



CURVE DATA
 $\Delta = 89^{\circ}55'40" \pm$
 $R = 1350' \pm$
 $T = 1348.59' \pm$
 $L = 219.27' \pm$

PLAN
1" = 20'

NO AS BUILT CHANGES

AS BUILT

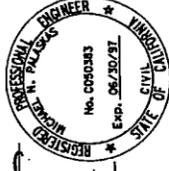
CORRECTIONS BY *Stefan Werrde*
 CONTRACT NO. 07-124104
 DATE 4-30-96 8/27/96 2-21-97

LEGEND
 --- Indicates existing structure
 ——— Indicates new construction

Note:
The Contractor shall verify all controlling field dimensions before ordering or fabricating any material.

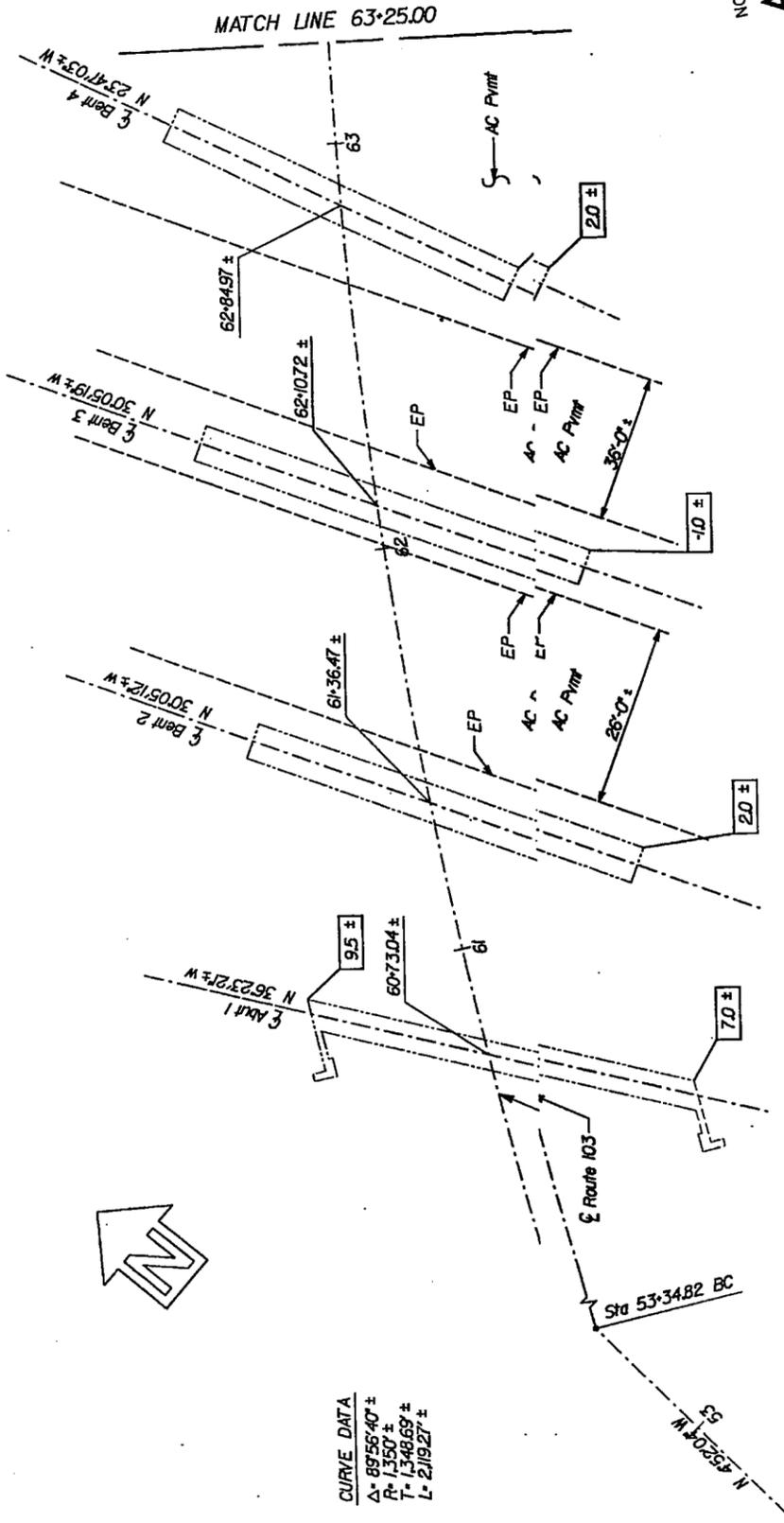
EARTHQUAKE RETROFIT PROJECT NO. 211		BRIDGE NO.	53-2626
TERMINAL ISLAND UPRR OVERHEAD		POST MILE	0.07
STRUCTURE PLAN NO. 3		CU 07	EA 124101
PREPARED FOR THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION		DESIGN	BY M. N. Palgokas 7/93
		DETAILS	BY R. C. Donley 7/93
		QUANTITIES	BY F. S. Chang 7/93
			CHECKED J. Wong 8/93
			CHECKED J. Wong 8/93
			CHECKED M. C. YGVOS 8/93
		ORIGINAL SCALE IN INCHES FOR REDUCED PLANS	
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Michael N. Salinas
REGISTERED CIVIL ENGINEER



7-25-94
PLANS APPROVAL DATE

GANNETT FLEMING INC.
1240 NORTH LAKEVIEW AVENUE, SUITE 170
ANAHEIM, CA 92807



BM 3-TI-45
Ch cross on painted bolt west
side of SW leg UP wall +8.92'
Pt 62+14 ± elev 121.6

LEGEND
 [Symbol] Indicates bottom of footing elevation
 [Symbol] Indicates existing structure
 [Symbol] Indicates new construction

Note:
The Contractor shall verify all
controlling field dimensions before
ordering or fabricating any material.

EARTHQUAKE RETROFIT PROJECT NO. 211		BRIDGE NO.	53-2626
TERMINAL ISLAND UPRR OVERHEAD		POST MILE	0.07
FOUNDATION PLAN NO. 1		BRITAIN POTTEET III PROJECT ENGINEER	
DISREGARD PRINTS BEARING EARLIER REVISION DATES		CU 07 EA 124101	
REVISION DATES (PRELIMINARY STAGE ONLY)			
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MOE AMINI
 PROJECT ENGINEER
 DATE 7/94

07	LA	1403.HO	Vrf	37	96
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Michael R. Blawie
REGISTERED CIVIL ENGINEER

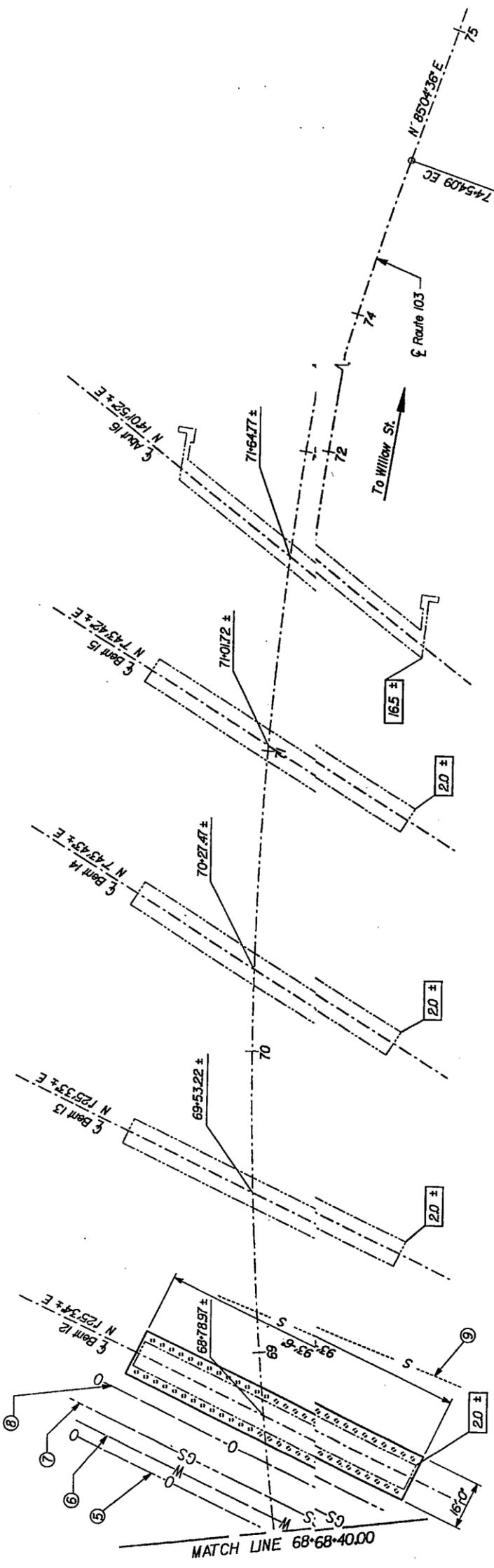
7-25-94
PLANS APPROVAL DATE

PROFESSIONAL ENGINEER
No. 0080983
Exp. 06/30/97
STATE OF CALIFORNIA

GANNETT FLEMING INC.
1740 NORTH LAKEVIEW AVENUE, SUITE 170
ANAHEIM, CA 92807

UTILITIES LEGEND

- ⑤ 3'-2" Oil
- ⑥ 2" Oil
- ⑦ 3" Water
- ⑧ 2" Gas
- ⑨ 6" Oil
- ⑩ 6" VC Sewer



BM 2-TI-45
Cross on half south side
of SE leg UP well #52
140' U 7M5 ± elev 1401

PLAN
1" = 20'

CURVE DATA
Δ = 89°56'40" ±
R = 1,350' ±
T = 1,348.69' ±
L = 2,119.27' ±

NO AS BUILT CHANGES
AS BUILT
CORRECTIONS BY *Gedion Werrede*
CONTRACT NO. 07-124.101
DATE 04-30-96

LEGEND

- Indicates bottom of footing elevation
- Indicates new piles
- Indicates existing structure
- Indicates new construction

Notes:
The Contractor shall verify all
controlling field dimensions before
ordering or fabricating any material.

MOE AMINI REGISTERED PROFESSIONAL ENGINEER No. 0080983 Exp. 06/30/97		DESIGN M. N. Palaskas 7/93		CHECKED J. Wong 8/93		EARTHQUAKE RETROFIT PROJECT NO. 211	
6/14/94		DETAILS R. C. Dattilo 7/93		J. Wong 8/93		BRITAIN POTEET III PROJECT NUMBER	
6/14/94		QUANTITIES F. S. Chang 7/93		M. C. Yavob 8/93		53-2626 POST MILE	
6/14/94		ORIGINAL SCALE IN INCHES FOR REDUCED PLANS		0 1 2 3		0.07	
6/14/94		DISREGARD PRINTS BEARING EARLIER REVISION DATES		CU 07 EA 124101		FOUNDATION PLAN NO. 3	
6/14/94		REVISION DATES (PRELIMINARY STAGE ONLY)		12/94 1/95 2/95 3/95 4/95 5/95 6/95 7/95 8/95 9/95 10/95 11/95 12/95 1/96 2/96 3/96 4/96 5/96 6/96 7/96 8/96 9/96 10/96 11/96 12/96 1/97 2/97 3/97 4/97 5/97 6/97 7/97 8/97 9/97 10/97 11/97 12/97 1/98 2/98 3/98 4/98 5/98 6/98 7/98 8/98 9/98 10/98 11/98 12/98 1/99 2/99 3/99 4/99 5/99 6/99 7/99 8/99 9/99 10/99 11/99 12/99 1/00 2/00 3/00 4/00 5/00 6/00 7/00 8/00 9/00 10/00 11/00 12/00 1/01 2/01 3/01 4/01 5/01 6/01 7/01 8/01 9/01 10/01 11/01 12/01 1/02 2/02 3/02 4/02 5/02 6/02 7/02 8/02 9/02 10/02 11/02 12/02 1/03 2/03 3/03 4/03 5/03 6/03 7/03 8/03 9/03 10/03 11/03 12/03 1/04 2/04 3/04 4/04 5/04 6/04 7/04 8/04 9/04 10/04 11/04 12/04 1/05 2/05 3/05 4/05 5/05 6/05 7/05 8/05 9/05 10/05 11/05 12/05 1/06 2/06 3/06 4/06 5/06 6/06 7/06 8/06 9/06 10/06 11/06 12/06 1/07 2/07 3/07 4/07 5/07 6/07 7/07 8/07 9/07 10/07 11/07 12/07 1/08 2/08 3/08 4/08 5/08 6/08 7/08 8/08 9/08 10/08 11/08 12/08 1/09 2/09 3/09 4/09 5/09 6/09 7/09 8/09 9/09 10/09 11/09 12/09 1/10 2/10 3/10 4/10 5/10 6/10 7/10 8/10 9/10 10/10 11/10 12/10 1/11 2/11 3/11 4/11 5/11 6/11 7/11 8/11 9/11 10/11 11/11 12/11 1/12 2/12 3/12 4/12 5/12 6/12 7/12 8/12 9/12 10/12 11/12 12/12 1/13 2/13 3/13 4/13 5/13 6/13 7/13 8/13 9/13 10/13 11/13 12/13 1/14 2/14 3/14 4/14 5/14 6/14 7/14 8/14 9/14 10/14 11/14 12/14 1/15 2/15 3/15 4/15 5/15 6/15 7/15 8/15 9/15 10/15 11/15 12/15 1/16 2/16 3/16 4/16 5/16 6/16 7/16 8/16 9/16 10/16 11/16 12/16 1/17 2/17 3/17 4/17 5/17 6/17 7/17 8/17 9/17 10/17 11/17 12/17 1/18 2/18 3/18 4/18 5/18 6/18 7/18 8/18 9/18 10/18 11/18 12/18 1/19 2/19 3/19 4/19 5/19 6/19 7/19 8/19 9/19 10/19 11/19 12/19 1/20 2/20 3/20 4/20 5/20 6/20 7/20 8/20 9/20 10/20 11/20 12/20 1/21 2/21 3/21 4/21 5/21 6/21 7/21 8/21 9/21 10/21 11/21 12/21 1/22 2/22 3/22 4/22 5/22 6/22 7/22 8/22 9/22 10/22 11/22 12/22 1/23 2/23 3/23 4/23 5/23 6/23 7/23 8/23 9/23 10/23 11/23 12/23 1/24 2/24 3/24 4/24 5/24 6/24 7/24 8/24 9/24 10/24 11/24 12/24 1/25 2/25 3/25 4/25 5/25 6/25 7/25 8/25 9/25 10/25 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DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
07	LA	1,103,110	Var	38	96

Michael H. Bablos
REGISTERED CIVIL ENGINEER

7-25-94
PLANS APPROVAL DATE

GANNETT FLEMING INC.
1240 NORTH LAKEVIEW AVENUE, SUITE 770
ANAHEIM, CA 92807

REGISTERED PROFESSIONAL ENGINEER
MICHAEL H. BABLOS
No. C050383
Exp. 06/30/97
STATE CIVIL ENGINEER

GIRDER*	ABUTMENT I	ABUTMENT 16
1	66° 08' 43"	59° 51' 34"
2	65° 19' 20"	59° 01' 11"
3	64° 26' 00"	58° 07' 51"
4	63° 29' 27"	57° 11' 18"
5	62° 29' 27"	56° 11' 27"
6	61° 25' 41"	55° 07' 32"

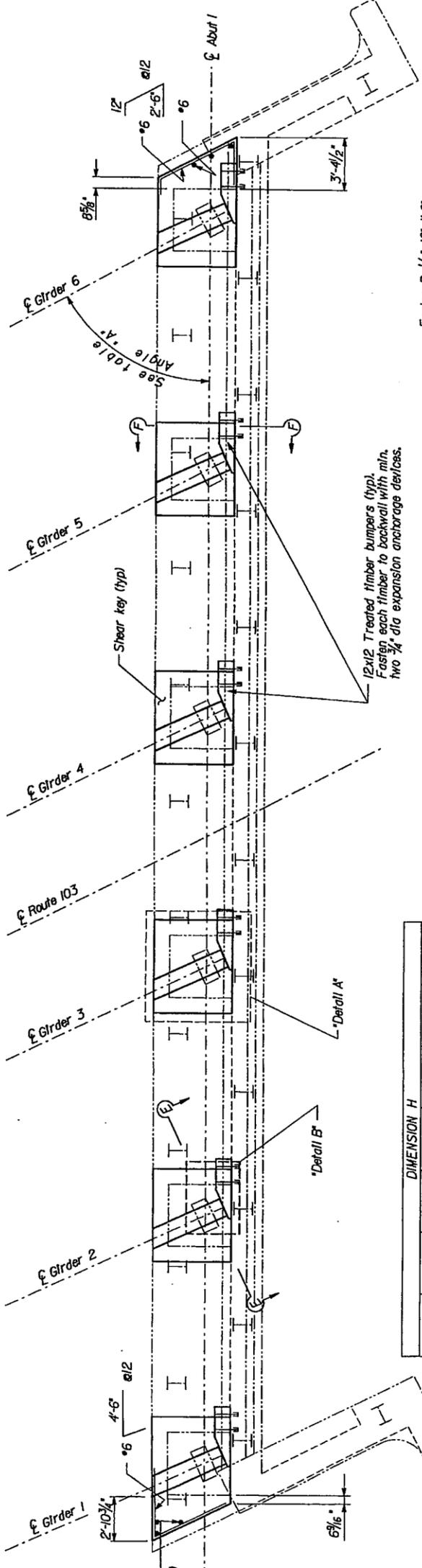
* Girders are numbered from left to right looking in the direction of increasing stations

NOTES

- Abutment 1 shown, Abutment 16 similar
- Sections A-A, B-B, C-C, and D-D are shown on "Abutment Details No. 2" sheet
- Reinforcement of end pedestals similar to reinforcement of interior pedestals except for the additional #6 bars shown in "Plan detail"

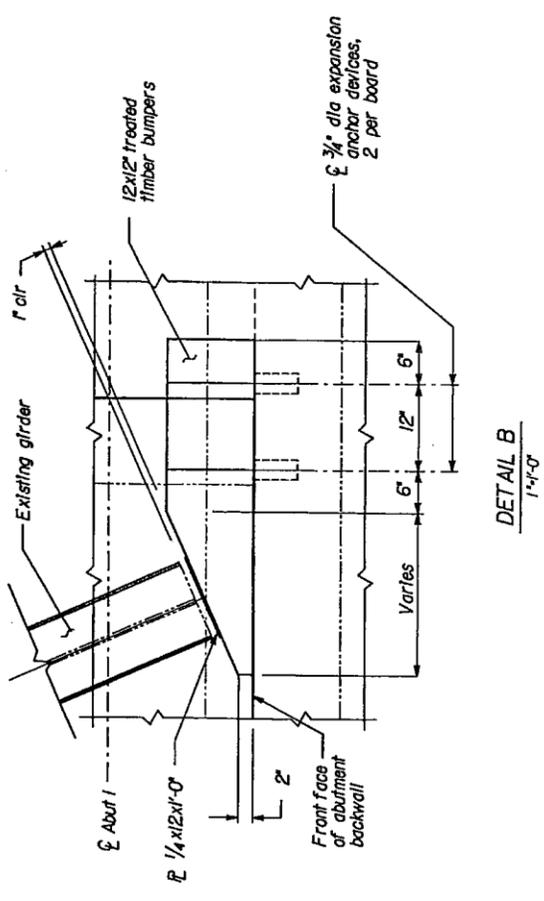
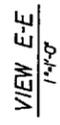
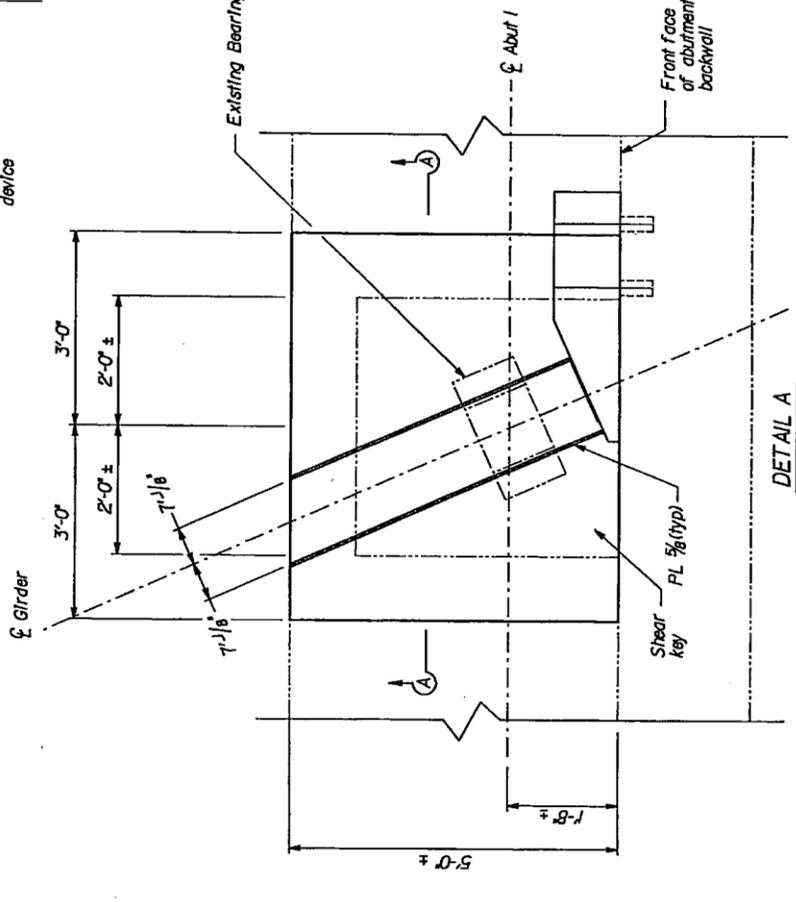
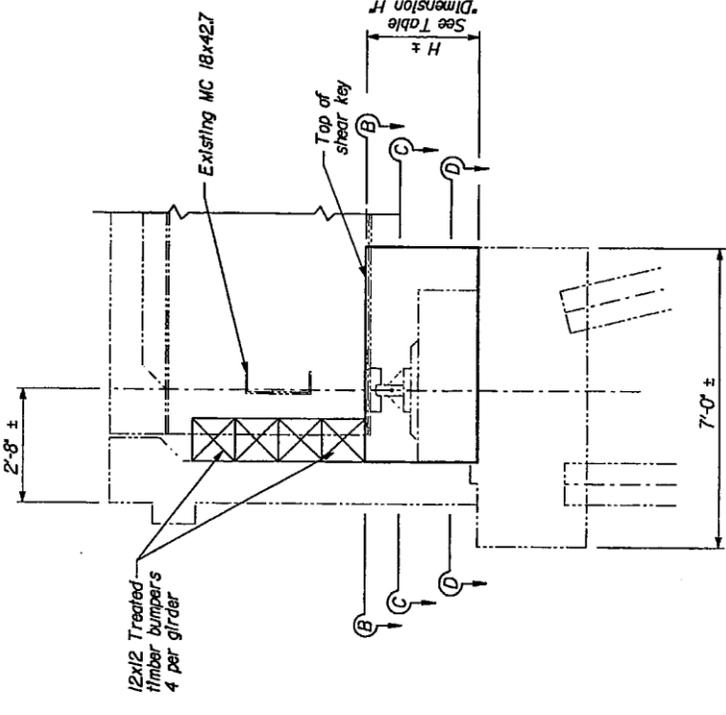
AS BUILT

NO AS BUILT CHANGES
CORRECTIONS BY *Geosion/Werzbe*
CONTRACT NO. 07-124101
DATE 04-30-96 02-27-97



Girder	1	2	3	4	5	6
Abut 1	5'-3 1/2"	4'-2 3/4"	3'-2 1/4"	4'-7 3/4"	3'-7 1/4"	2'-6 3/4"
Abut 16	4'-2 1/2"	3'-11 1/2"	3'-8 1/2"	3'-6"	3'-3 1/4"	3'-0 1/2"

NOTE: Values in this table are approximate and for estimate purposes only.



LEGEND

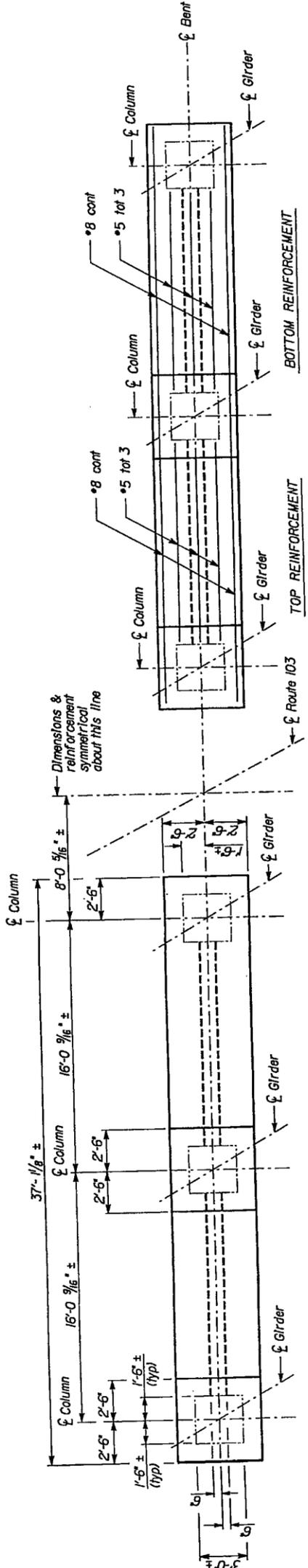
- Indicates existing structure
- Indicates new construction

Note:
The Contractor shall verify all controlling field dimensions before ordering or fabricating any material.

EARTHQUAKE RETROFIT PROJECT NO. 211		BRIDGE NO. 53-2626	BRITANN POTTEET III PROJECT DIRECTOR	CU 07	EA 124101
TERMINAL ISLAND UPRR OVERHEAD		POST MILE 0.07	STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION	0	2
ABUTMENT DETAILS NO. 1		DESIGN BY M. N. Palaskas 7/93	CHECKED BY J. Wang 8/93	0	3
		DETAILS BY R. C. Danley 7/93	CHECKED BY J. Wang 8/93	1	2
		QUANTITIES BY F. S. Chang 7/93	CHECKED BY M. C. Yavas 8/93	2	1
		ORIGINAL SCALE IN INCHES FOR REDUCED PLANS		3	0
		PREPARED FOR THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION		4	0
		EARTHQUAKE RETROFIT PROJECT NO. 211		5	0
		TERMINAL ISLAND UPRR OVERHEAD		6	0
		ABUTMENT DETAILS NO. 1		7	0
		REVISION DATES (PRELIMINARY STAGE ONLY)		8	21
		DISREGARD PRINTS BEARING EARLIER REVISION DATES		9	21

Michael H. Behrman
 REGISTERED CIVIL ENGINEER
 No. 0650383
 Exp. 06/30/01

7-25-94
 PLANS APPROVAL DATE
 GANNETT FLEMING INC.
 1240 NORTH LAKEVIEW AVENUE, SUITE 170
 ANAHEIM, CA 92807



PLAN
 1/4" = 1'-0"

Bent	A	B	C	D	E	F	G	H
2	18.94	17.80	16.66	15.53	14.39	13.26	2.0	7.0
3	23.15	22.09	20.93	19.81	18.67	17.51	-1.0	4.5
4	26.85	25.80	24.74	23.66	22.57	21.47	2.0	8.7
6	32.25	31.33	30.41	29.47	28.53	27.57	2.0	8.1
7	34.00	33.15	32.29	31.42	30.54	29.65	2.0	8.1
10	35.36	34.72	34.07	33.42	32.76	32.10	2.0	8.6
11	34.62	34.01	33.40	32.79	32.17	31.55	2.0	8.8
13	31.09	30.60	30.12	29.63	29.15	28.66	2.0	9.7
14	28.24	27.86	27.49	27.12	26.75	26.38	2.0	11.5
15	25.00	24.64	24.28	23.92	23.57	23.21	2.0	10.8

* All elevations are ±

NO AS BUILT CHANGES
AS BUILT

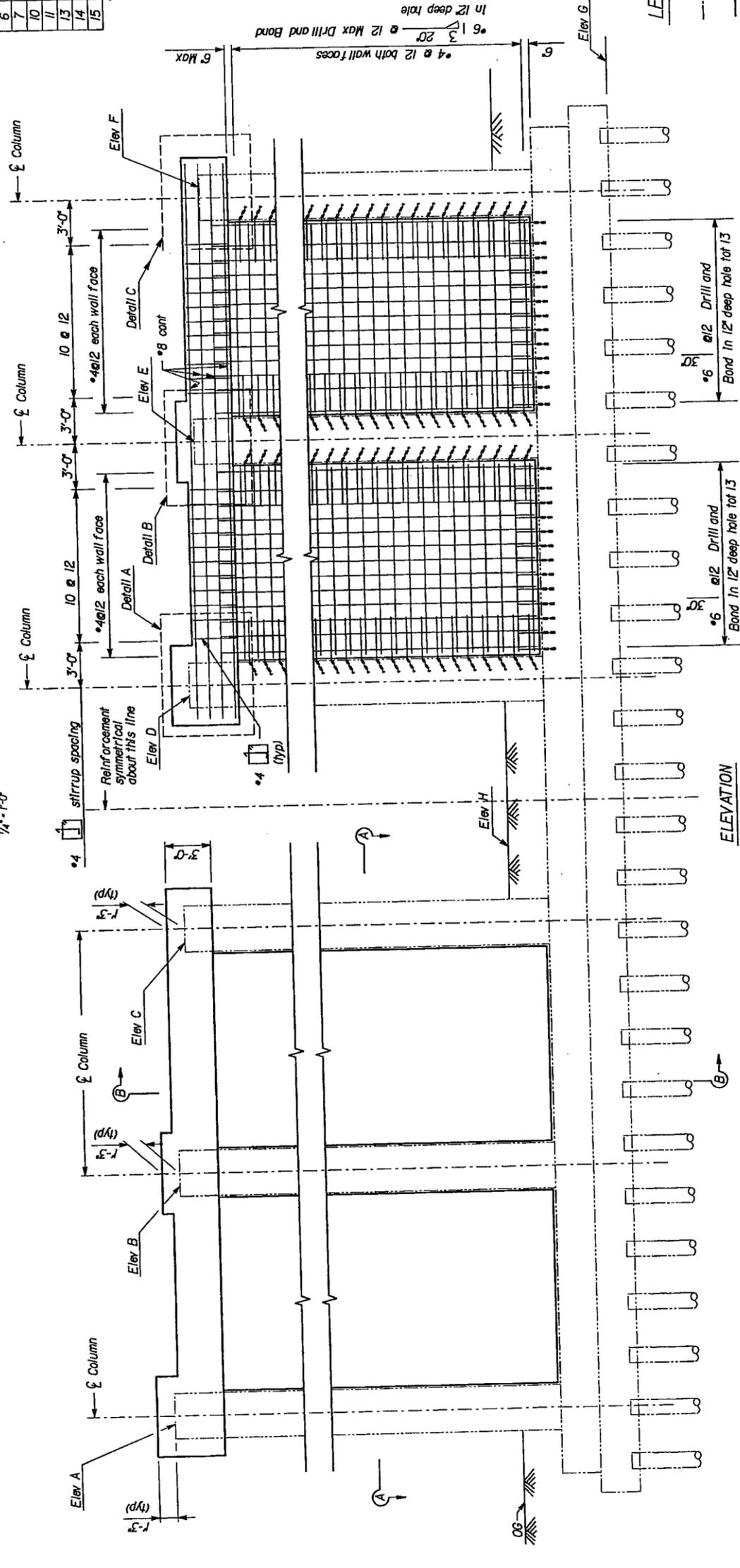
CORRECTIONS BY *Cedric Werrede*
 CONTRACT NO. 07-124101
 DATE 04-30-96 02-27-97

NOTES

- Detail A and Sections A-A and B-B are shown on "Bent Details No. 2" sheet
- Details B and C are shown on "Bent Details No. 6" sheet
- Location of cored and drilled holes are approximate. Prior to placing holes in concrete the contractor shall locate all reinforcement steel and adjust the location of the holes to clear all reinforcing bars (except as noted). Final hole locations are subject to the approval of the engineer.

LEGEND

- Indicates existing structure
- Indicates new construction



ELEVATION
 1/4" = 1'-0"

Note: The Contractor shall verify all controlling field dimensions before ordering or fabricating any material.

BENTS 2, 3, 4, 6, 7, 10, 11, 13, 14, 15

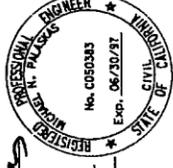
EARTHQUAKE RETROFIT PROJECT NO. 211
 TERMINAL ISLAND UPRR OVERHEAD

DESIGN	DESIGNED	DATE	DESIGNED	DATE	DESIGNED	DATE	BRIDGE NO.	PROJECT MILE	PROJECT NUMBER	DISREGARD PRINTS BEARING EARLIER REVISION DATES	REVISION DATES (PRELIMINARY STAGE ONLY)	SHEET OF
DESIGN	M. N. Palaskas	7/93	J. Wong	8/93				53-2626	BRITAIN POCKET 111	CU 07		10
DETAILS	R. C. Danley	7/93	J. Wong	8/93				0.07	EA 124101	EA 124101		21
QUANTITIES	F. S. Chang	7/93	M. C. Yavos	8/93								

MOE AMINI
 DESIGN ENGINEER
 6/14/97

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
07	LA	1103, VAR		41	96

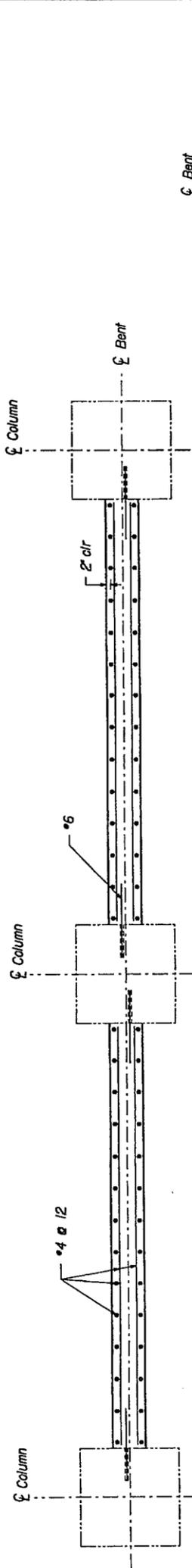
Michael K. Blodas
REGISTERED CIVIL ENGINEER



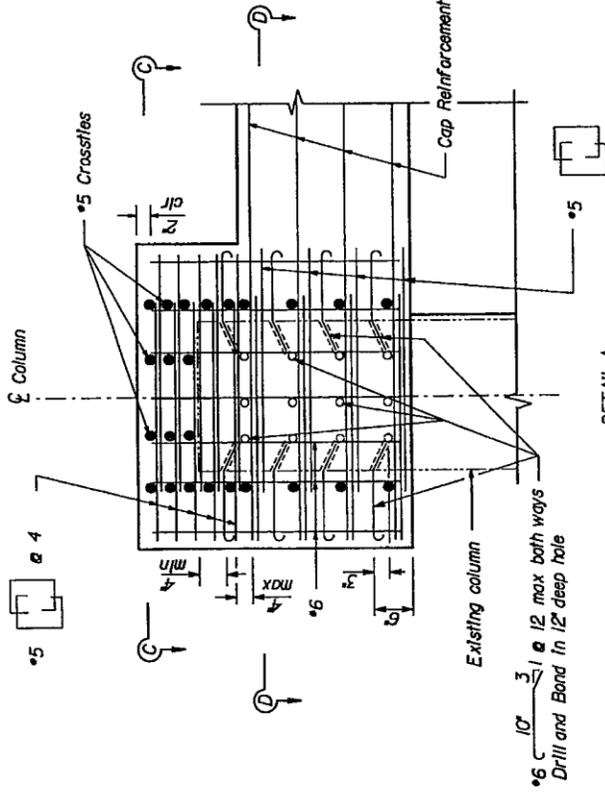
7-25-94

PLANS APPROVAL DATE

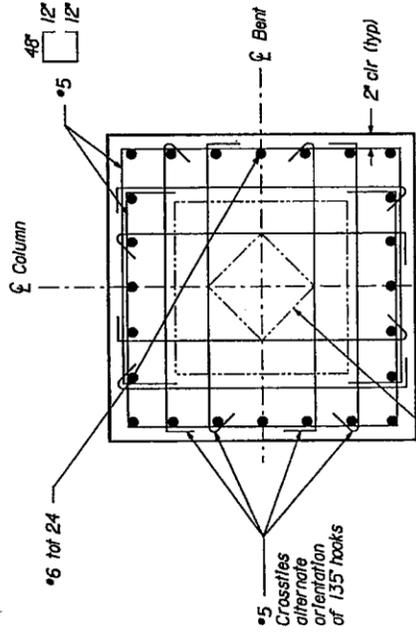
GANNETT FLEMING INC.
1240 NORTH LAKEVIEW AVENUE, SUITE 170
ANAHEIM, CA 92807



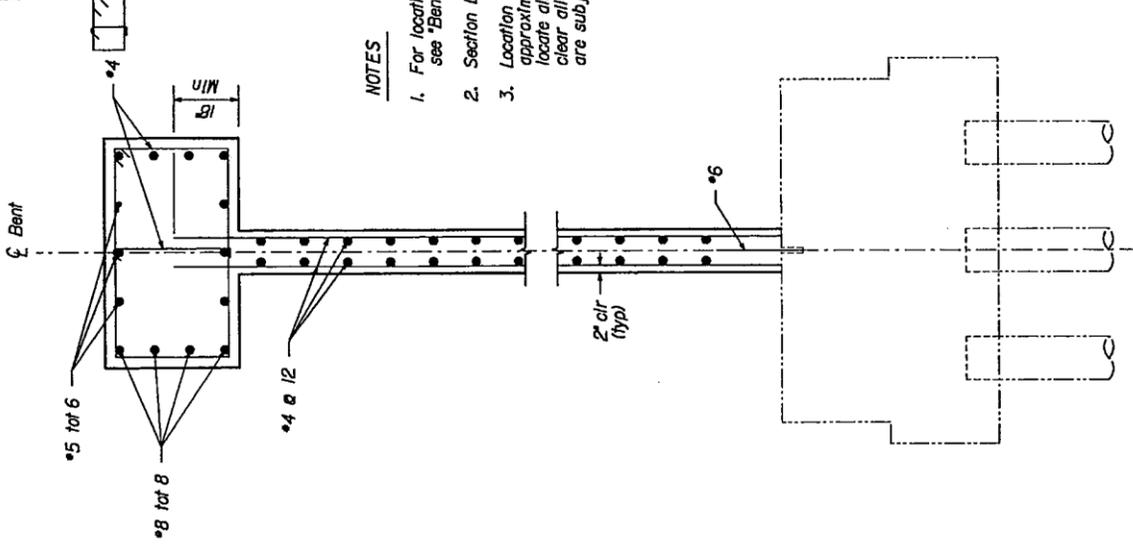
SECTION A-A
1/2" = 1'-0"



DETAIL A
3/4" = 1'-0"



SECTION C-C
3/4" = 1'-0"



SECTION B-B
1/2" = 1'-0"

NOTES

1. For location of Detail A and Sections A-A and B-B see "Bent Details No. 1" sheet
2. Section D-D is shown on "Bent Details No. 6" sheet
3. Location of bored and drilled holes shown in the plans are approximate. Prior to placing bales in concrete the contractor shall locate all reinforcing steel and adjust the location of the holes to clear all reinforcing bars (except as noted). Final hole locations are subject to the approval of the engineer.

NO AS BUILT CHANGES

AS BUILT

CORRECTIONS BY *Gedion Werreke*

CONTRACT NO. *07-124101*

DATE *04-30-96* *02-27-97*

LEGEND

- Indicates existing structure
- Indicates new construction

BENTS 2, 3, 4, 6, 7, 10, 11, 13, 14, 15

Notes
The Contractor shall verify all controlling field dimensions before ordering or fabricating any material.

MOE AMINI
SEAL AND SIGNATURE

6/94

EARTHQUAKE RETROFIT PROJECT NO. 211	
TERMINAL ISLAND UPRR OVERHEAD	
BENT DETAILS NO. 2	

BRIDGE NO.	53-2626
POST MILE	0.07
DISREGARD PRINTS BEARING EARLIER REVISION DATES	

DESIGN	M. N. Palaskas 7/93
DETAILS	R. C. Donlisy 7/93
QUANTITIES	F. S. Chang 7/93

DESIGNED BY	J. Wong 8/93
CHECKED BY	J. Wong 8/93
APPROVED BY	M. C. Yovan 8/93

PREPARED FOR THE	STATE OF CALIFORNIA
DEPARTMENT OF	TRANSPORTATION

BRITANN POTTEET III	PROJECT ENGINEER
CU 07	EA 124101

REVISION DATES (PRELIMINARY STAGE ONLY)	DATE	BY	REASON

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
07	LA	1103110	Var	43	96

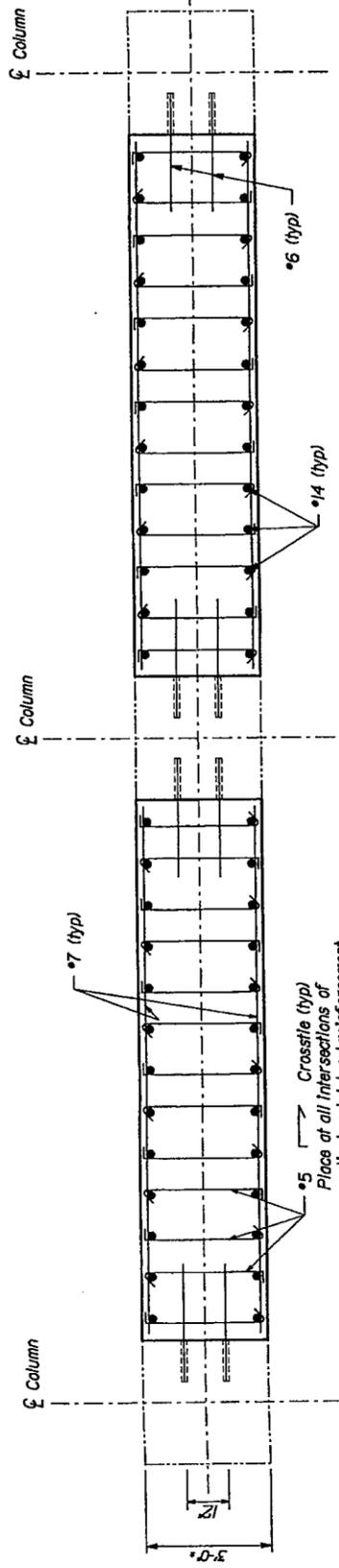
Michael N. Blasius
REGISTERED CIVIL ENGINEER

7-25-94
PLANS APPROVAL DATE

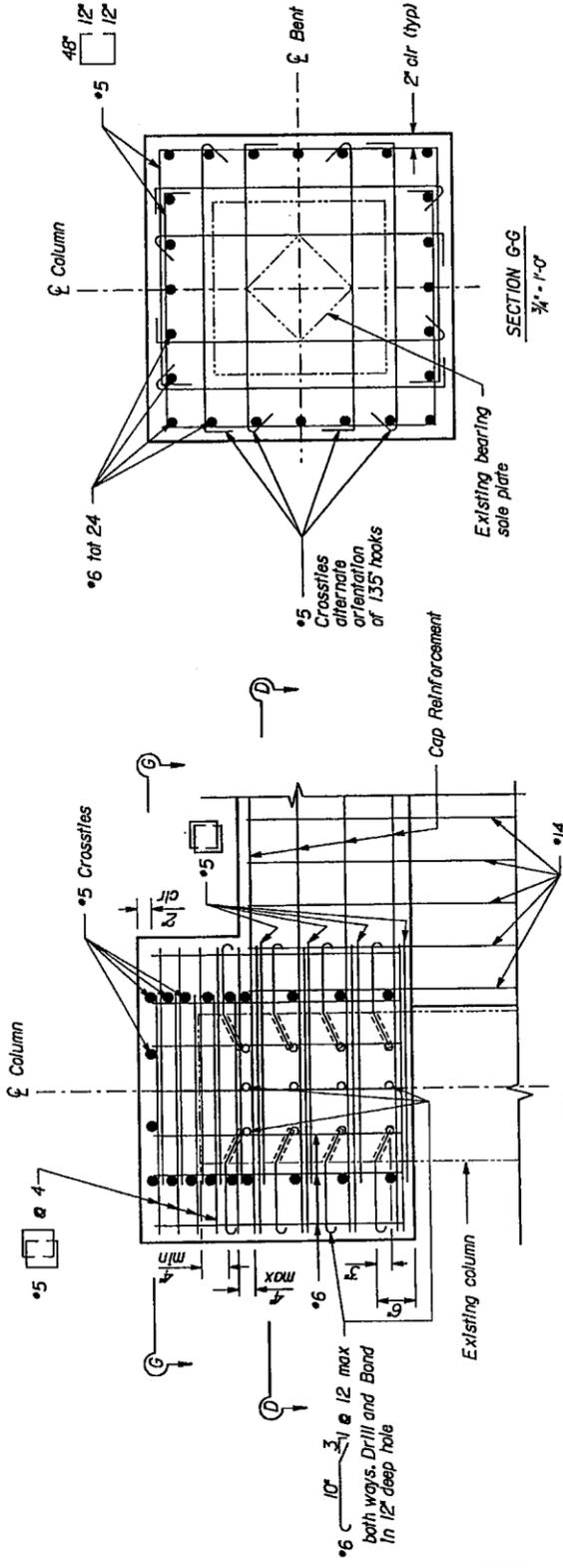
PROFESSIONAL ENGINEER
No. C050383
Exp. 06/30/97
STATE OF CALIFORNIA
CIVIL ENGINEER

GANNETT FLEMING INC.
1240 NORTH LAKEVIEW AVENUE, SUITE 170
ANAHEIM, CA 92807

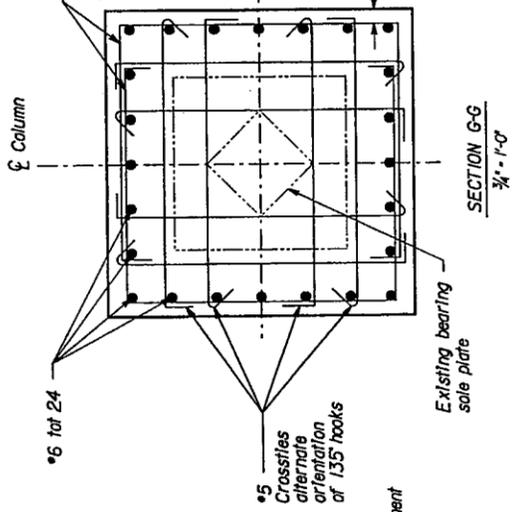
NO AS BUILT CHANGES
AS BUILT
CORRECTIONS BY *Section Herrecke*
CONTRACT NO. 07-124101
DATE 04-30-96 02-27-97



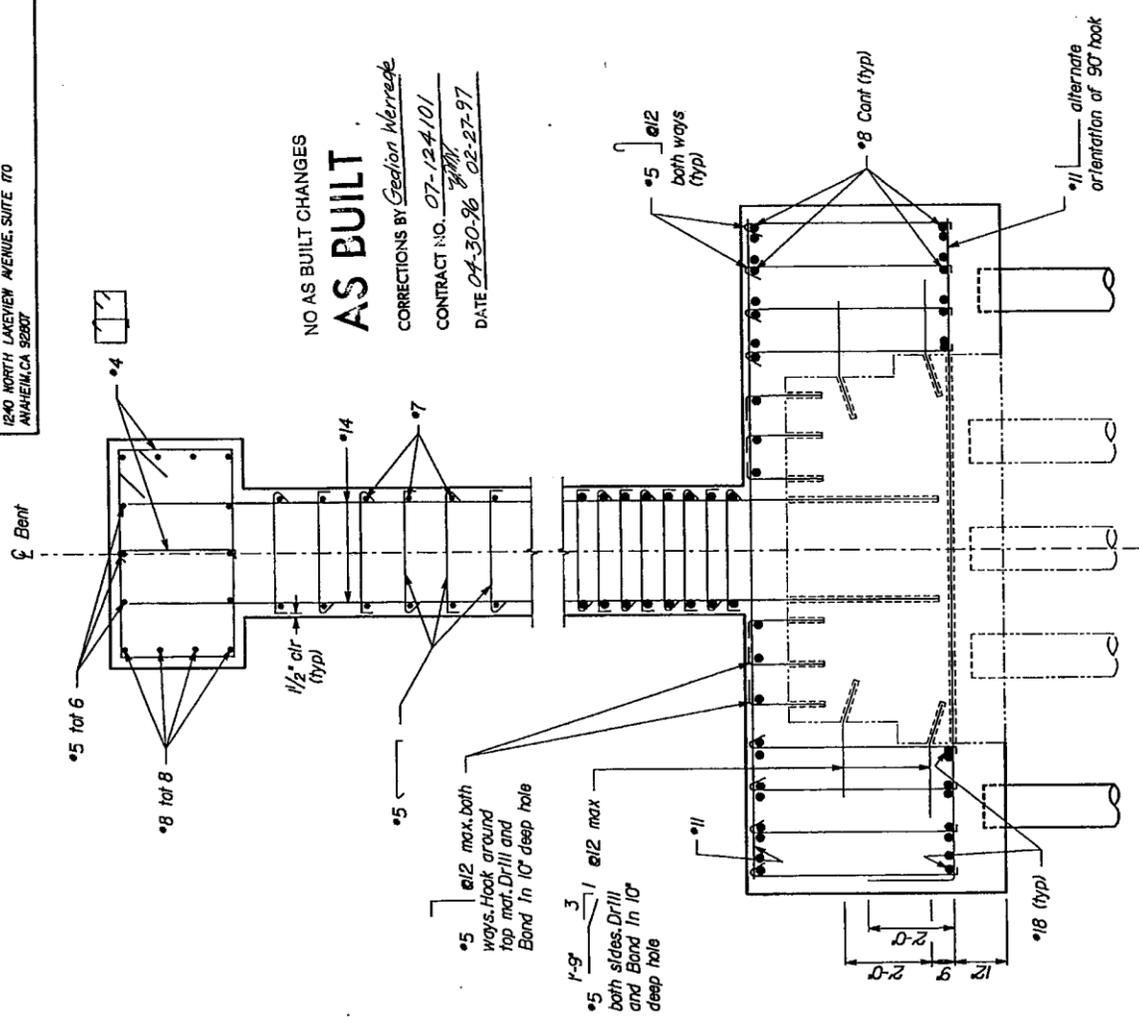
SECTION F-F
1/2" = 1'-0"



DETAIL D
3/4" = 1'-0"



SECTION G-G
3/4" = 1'-0"



SECTION E-E
1/2" = 1'-0"

LEGEND
--- Indicates existing structure
--- Indicates new construction

NOTES

- For location of Detail D, and Sections E-E and F-F see "Bent Details No. 3" sheet
- Section D-D is shown on "Bent Details No. 5" sheet
- Location of cored and drilled holes shown in the plans are approximate. Prior to placing holes in concrete the contractor shall locate all reinforcing steel and adjust the location of the holes to clear all reinforcing bars (except as noted). Final hole locations are subject to the approval of the engineer.

Note:
The Contractor shall verify all controlling field dimensions before ordering or fabricating any material.

BENTS 5, 8, 9, 12

EARTHQUAKE RETROFIT PROJECT NO. 211		BRIDGE NO. 53-2626		BRITANN POTEEET 111	
TERMINAL ISLAND UPRR OVERHEAD		POST MILE 0.07		PROJECT NUMBER	
BENT DETAILS NO. 4		CU 07		EA 124101	
REVISION DATES (PRELIMINARY STAGE ONLY)		DISREGARD PRINTS BEARING EARLIER REVISION DATES		SHEET 13 OF 21	
PREPARED FOR THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION					
DESIGN	BY M. N. Palaskas	7/93	CHECKED J. Wong	8/93	
DETAILS	BY R. C. Donley	7/93	CHECKED J. Wong	8/93	
QUANTITIES	BY F. S. Chang	7/93	CHECKED M. C. Yavas	8/93	
ORIGINAL SCALE IN INCHES FOR REDUCED PLANS					

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
07	LA	1103110	Var	44	96

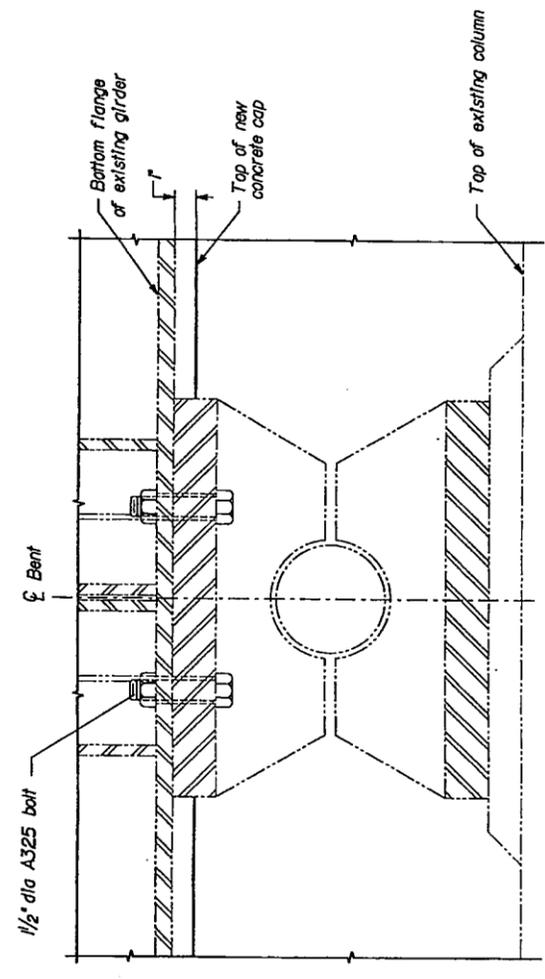
Michael N. Poulos REGISTERED CIVIL ENGINEER	
7-25-94	PLANS APPROVAL DATE
GANNETT FLEMING INC. 1240 NORTH LAKEVIEW AVENUE, SUITE 170 ANAHEIM, CA 92807	

NO AS BUILT CHANGES
AS BUILT

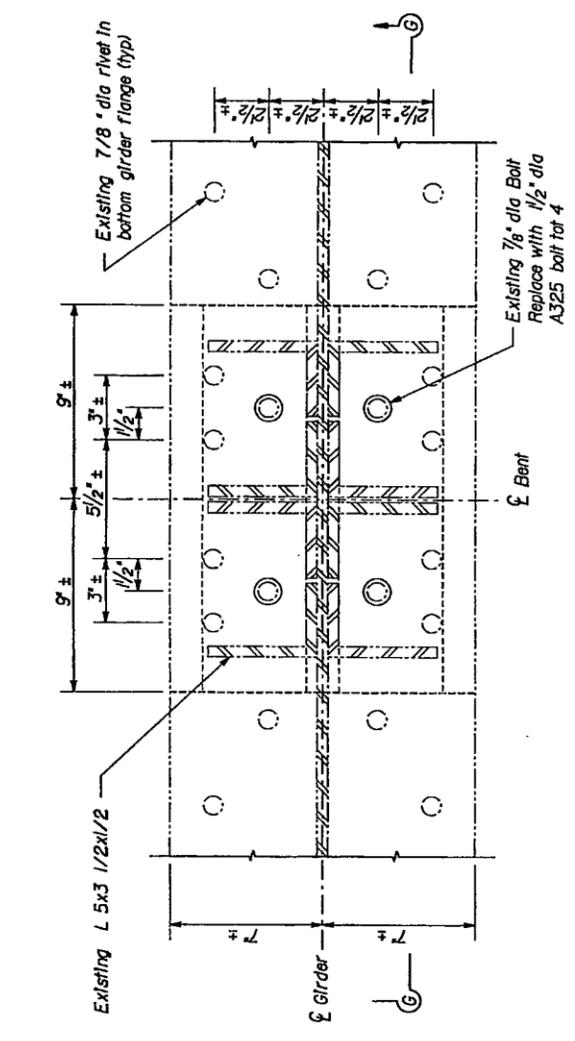
CORRECTIONS BY *Cedion Werrede*
 CONTRACT NO. 07-124101
 DATE 04-30-96

NOTE

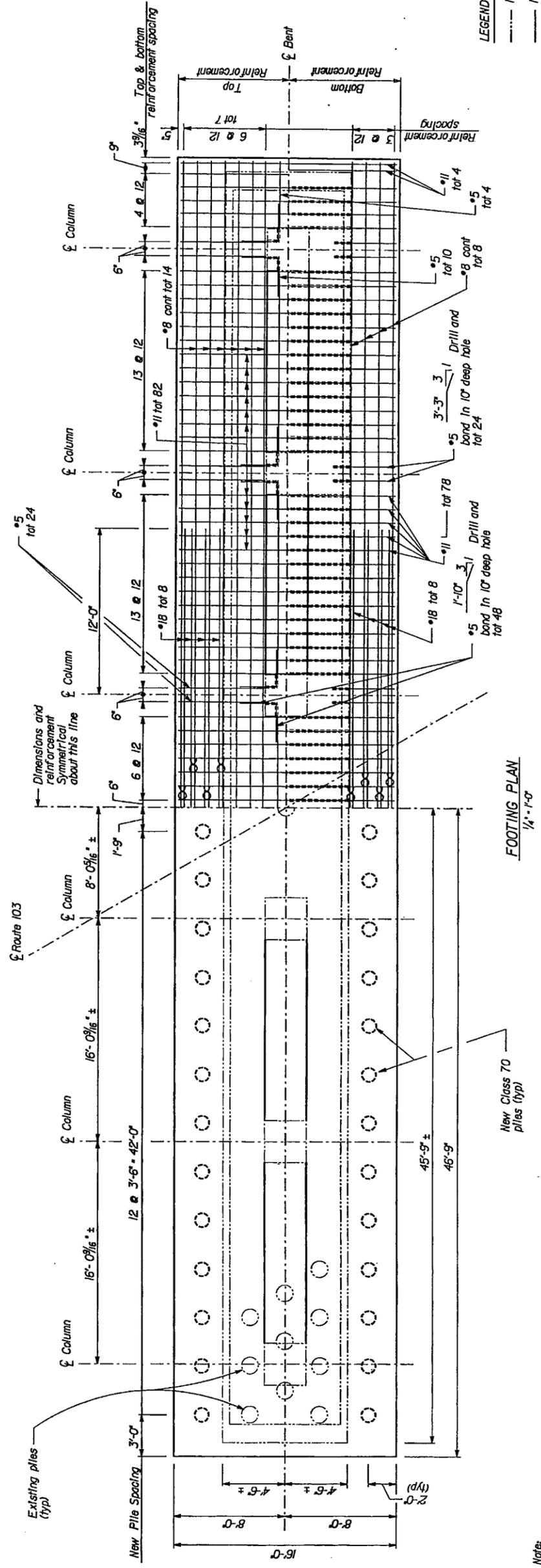
Location of bored and drilled holes shown in the plans are approximate. Prior to placing holes in concrete the contractor shall locate all reinforcing steel and adjust the location of the holes to clear all reinforcing bars (except as noted). Final hole locations are subject to the approval of the engineer.



SECTION G-G



PLAN



FOOTING PLAN
1/4" = 1'-0"

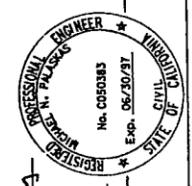
LEGEND
 - - - - - Indicates existing structure
 ——— Indicates new construction
 ⊗ Indicates bundled bars

Notes:
 The Contractor shall verify all controlling field dimensions before ordering or fabricating any material.

BENTS 5, 8, 9, 12

MOE AMINI PROJECT MANAGER		BRITAIN POTTEET III PROJECT ENGINEER		EARTHQUAKE RETROFIT PROJECT NO. 211	
DESIGN M. N. Pouloskas 7/93 R. C. Danley 7/93 F. S. Chang 7/93		BRIDGE NO. 53-2626		TERMINAL ISLAND UPRR OVERHEAD	
DETAILS J. Wang 8/93 J. Wang 8/93		POST MILE 0.07		BENT DETAILS NO. 5	
QUANTITIES M. C. Yovag 8/93		PROJECT MILE 0.07		REVISION DATES (PRELIMINARY STAGE ONLY) 10-94 11-94 12-94 1-95 2-95 3-95 4-95 5-95 6-95 7-95 8-95 9-95 10-95 11-95 12-95 1-96 2-96 3-96 4-96 5-96 6-96 7-96 8-96 9-96 10-96 11-96 12-96 1-97 2-97 3-97 4-97 5-97 6-97 7-97 8-97 9-97 10-97 11-97 12-97 1-98 2-98 3-98 4-98 5-98 6-98 7-98 8-98 9-98 10-98 11-98 12-98 1-99 2-99 3-99 4-99 5-99 6-99 7-99 8-99 9-99 10-99 11-99 12-99 1-00 2-00 3-00 4-00 5-00 6-00 7-00 8-00 9-00 10-00 11-00 12-00 1-01 2-01 3-01 4-01 5-01 6-01 7-01 8-01 9-01 10-01 11-01 12-01 1-02 2-02 3-02 4-02 5-02 6-02 7-02 8-02 9-02 10-02 11-02 12-02 1-03 2-03 3-03 4-03 5-03 6-03 7-03 8-03 9-03 10-03 11-03 12-03 1-04 2-04 3-04 4-04 5-04 6-04 7-04 8-04 9-04 10-04 11-04 12-04 1-05 2-05 3-05 4-05 5-05 6-05 7-05 8-05 9-05 10-05 11-05 12-05 1-06 2-06 3-06 4-06 5-06 6-06 7-06 8-06 9-06 10-06 11-06 12-06 1-07 2-07 3-07 4-07 5-07 6-07 7-07 8-07 9-07 10-07 11-07 12-07 1-08 2-08 3-08 4-08 5-08 6-08 7-08 8-08 9-08 10-08 11-08 12-08 1-09 2-09 3-09 4-09 5-09 6-09 7-09 8-09 9-09 10-09 11-09 12-09 1-10 2-10 3-10 4-10 5-10 6-10 7-10 8-10 9-10 10-10 11-10 12-10 1-11 2-11 3-11 4-11 5-11 6-11 7-11 8-11 9-11 10-11 11-11 12-11 1-12 2-12 3-12 4-12 5-12 6-12 7-12 8-12 9-12 10-12 11-12 12-12 1-13 2-13 3-13 4-13 5-13 6-13 7-13 8-13 9-13 10-13 11-13 12-13 1-14 2-14 3-14 4-14 5-14 6-14 7-14 8-14 9-14 10-14 11-14 12-14 1-15 2-15 3-15 4-15 5-15 6-15 7-15 8-15 9-15 10-15 11-15 12-15 1-16 2-16 3-16 4-16 5-16 6-16 7-16 8-16 9-16 10-16 11-16 12-16 1-17 2-17 3-17 4-17 5-17 6-17 7-17 8-17 9-17 10-17 11-17 12-17 1-18 2-18 3-18 4-18 5-18 6-18 7-18 8-18 9-18 10-18 11-18 12-18 1-19 2-19 3-19 4-19 5-19 6-19 7-19 8-19 9-19 10-19 11-19 12-19 1-20 2-20 3-20 4-20 5-20 6-20 7-20 8-20 9-20 10-20 11-20 12-20 1-21 2-21 3-21 4-21 5-21 6-21 7-21 8-21 9-21 10-21 11-21 12-21 1-22 2-22 3-22 4-22 5-22 6-22 7-22 8-22 9-22 10-22 11-22 12-22 1-23 2-23 3-23 4-23 5-23 6-23 7-23 8-23 9-23 10-23 11-23 12-23 1-24 2-24 3-24 4-24 5-24 6-24 7-24 8-24 9-24 10-24 11-24 12-24 1-25 2-25 3-25 4-25 5-25 6-25 7-25 8-25 9-25 10-25 11-25 12-25 1-26 2-26 3-26 4-26 5-26 6-26 7-26 8-26 9-26 10-26 11-26 12-26 1-27 2-27 3-27 4-27 5-27 6-27 7-27 8-27 9-27 10-27 11-27 12-27 1-28 2-28 3-28 4-28 5-28 6-28 7-28 8-28 9-28 10-28 11-28 12-28 1-29 2-29 3-29 4-29 5-29 6-29 7-29 8-29 9-29 10-29 11-29 12-29 1-30 2-30 3-30 4-30 5-30 6-30 7-30 8-30 9-30 10-30 11-30 12-30 1-31 2-31 3-31 4-31 5-31 6-31 7-31 8-31 9-31 10-31 11-31 12-31 1-32 2-32 3-32 4-32 5-32 6-32 7-32 8-32 9-32 10-32 11-32 12-32 1-33 2-33 3-33 4-33 5-33 6-33 7-33 8-33 9-33 10-33 11-33 12-33 1-34 2-34 3-34 4-34 5-34 6-34 7-34 8-34 9-34 10-34 11-34 12-34 1-35 2-35 3-35 4-35 5-35 6-35 7-35 8-35 9-35 10-35 11-35 12-35 1-36 2-36 3-36 4-36 5-36 6-36 7-36 8-36 9-36 10-36 11-36 12-36 1-37 2-37 3-37 4-37 5-37 6-37 7-37 8-37 9-37 10-37 11-37 12-37 1-38 2-38 3-38 4-38 5-38 6-38 7-38 8-38 9-38 10-38 11-38 12-38 1-39 2-39 3-39 4-39 5-39 6-39 7-39 8-39 9-39 10-39 11-39 12-39 1-40 2-40 3-40 4-40 5-40 6-40 7-40 8-40 9-40 10-40 11-40 12-40 1-41 2-41 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11-72 12-72 1-73 2-73 3-73 4-73 5-73 6-73 7-73 8-73 9-73 10-73 11-73 12-73 1-74 2-74 3-74 4-74 5-74 6-74 7-74 8-74 9-74 10-74 11-74 12-74 1-75 2-75 3-75 4-75 5-75 6-75 7-75 8-75 9-75 10-75 11-75 12-75 1-76 2-76 3-76 4-76 5-76 6-76 7-76 8-76 9-76 10-76 11-76 12-76 1-77 2-77 3-77 4-77 5-77 6-77 7-77 8-77 9-77 10-77 11-77 12-77 1-78 2-78 3-78 4-78 5-78 6-78 7-78 8-78 9-78 10-78 11-78 12-78 1-79 2-79 3-79 4-79 5-79 6-79 7-79 8-79 9-79 10-79 11-79 12-79 1-80 2-80 3-80 4-80 5-80 6-80 7-80 8-80 9-80 10-80 11-80 12-80 1-81 2-81 3-81 4-81 5-81 6-81 7-81 8-81 9-81 10-81 11-81 12-81 1-82 2-82 3-82 4-82 5-82 6-82 7-82 8-82 9-82 10-82 11-82 12-82 1-83 2-83 3-83 4-83 5-83 6-83 7-83 8-83 9-83 10-83 11-83 12-83 1-84 2-84 3-84 4-84 5-84 6-84 7-84 8-84 9-84 10-84 11-84 12-84 1-85 2-85 3-85 4-85 5-85 6-85 7-85 8-85 9-85 10-85 11-85 12-85 1-86 2-86 3-86 4-86 5-86 6-86 7-86 8-86 9-86 10-86 11-86 12-86 1-87 2-87 3-87 4-87 5-87 6-87 7-87 8-87 9-87 10-87 11-87 12-87 1-88 2-88 3-88 4-88 5-88 6-88 7-88 8-88 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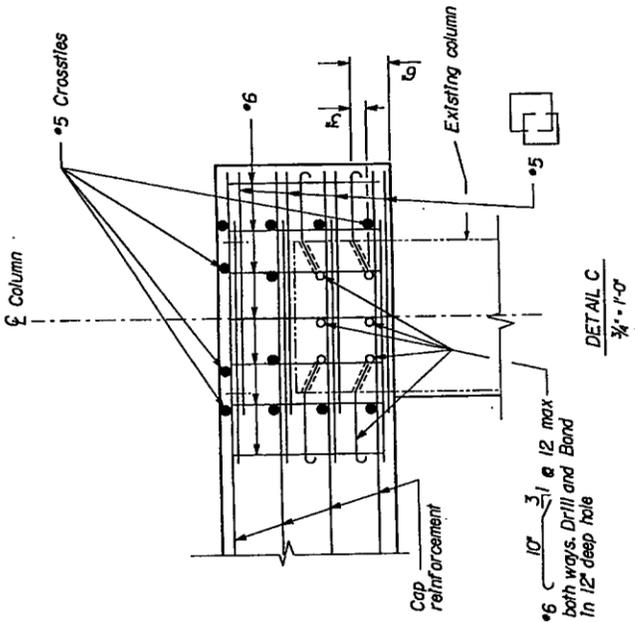
DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
07	LA	1,103,110	Var	45	96



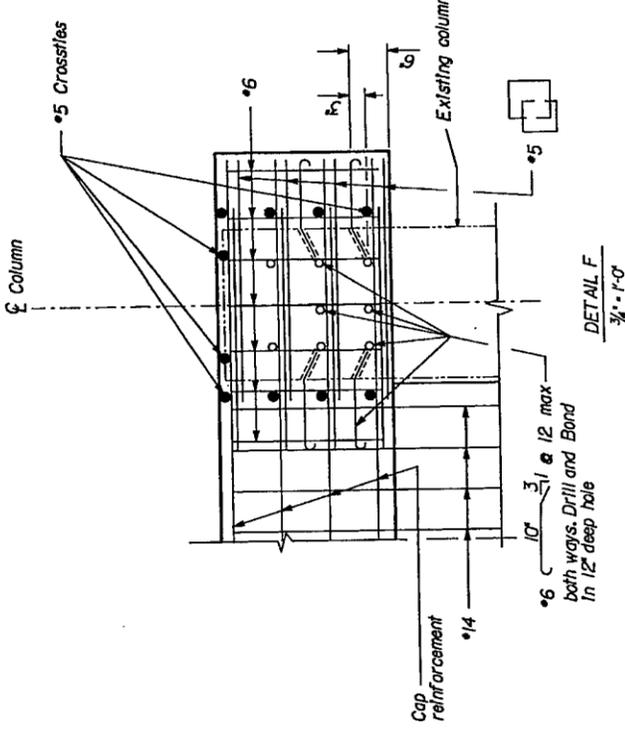
Michael N. Salas
REGISTERED CIVIL ENGINEER

7-25-94
PLANS APPROVAL DATE

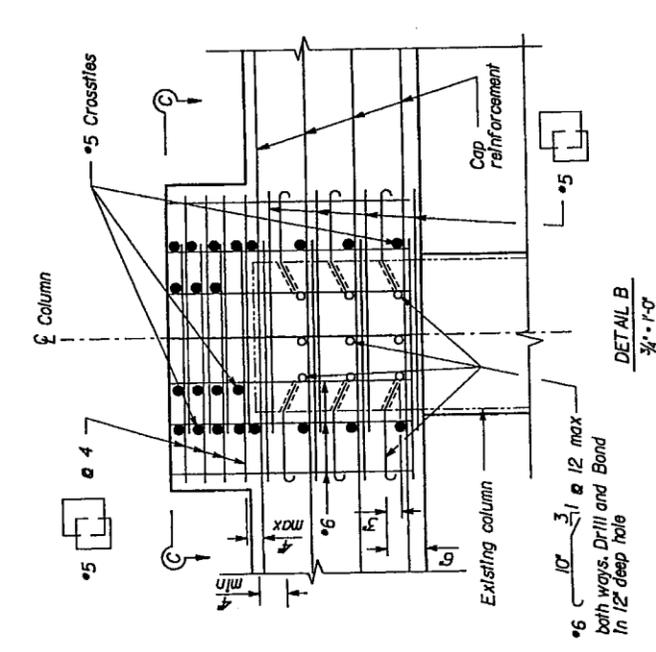
GANNETT FLEMING INC.
1240 NORTH LAKEVIEW AVENUE, SUITE 170
ANAHEIM, CA 92807



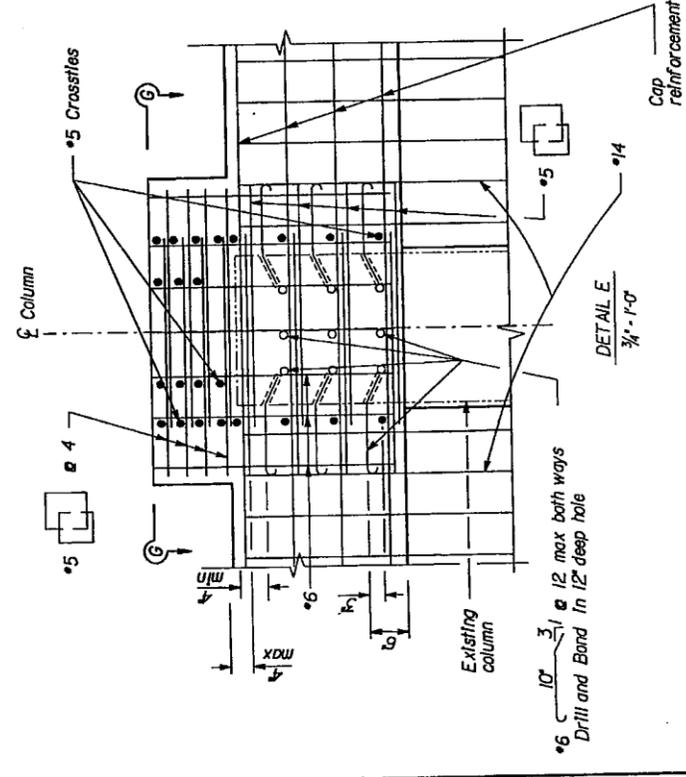
DETAIL C
3/4" x 1'-0"



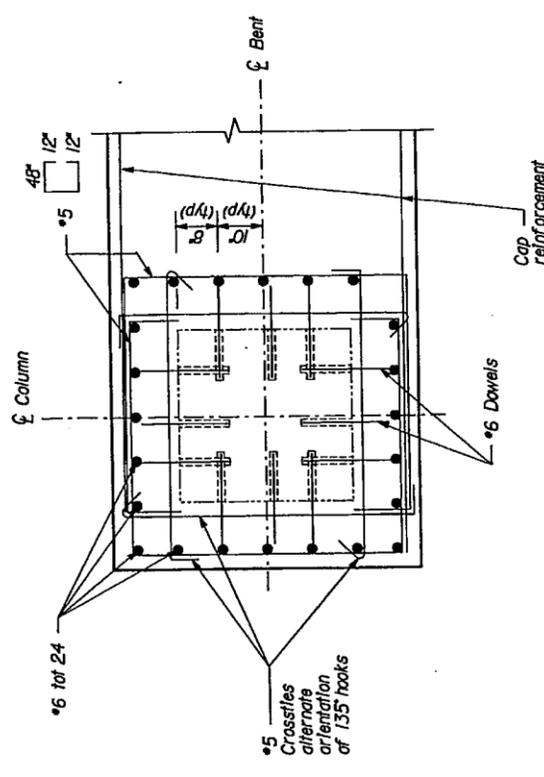
DETAIL F
3/4" x 1'-0"



DETAIL B
3/4" x 1'-0"



DETAIL E
3/4" x 1'-0"



SECTION D-D
3/4" x 1'-0"

NO AS BUILT CHANGES
AS BUILT

CORRECTIONS BY Section Weirade
CONTRACT NO. 07-124101
DATE 04-30-96

NOTES

- Section C-C is shown in "Bent Details No. 2" sheet.
Section G-G is shown in "Bent Details No. 4" sheet.
- For location of Details B and C see "Bent Details No. 1" sheet.
For location of Details E and F see "Bent Details No. 3" sheet.
For location of Section D-D see "Bent Details No. 2" and "Bent Details No. 4" sheets.
- Location of cored and drilled holes shown in the plans are approximate. Prior to placing holes in concrete the contractor shall locate all reinforcing steel and adjust the location of the holes to clear all reinforcing bars (except as noted). Final hole locations are subject to the approval of the engineer.

LEGEND
--- Indicates existing structure
— Indicates new construction

BENTS 2 - 15

Note:
The Contractor shall verify all controlling field dimensions before ordering or fabricating any material.

MOE AMINI
SEAL AND SIGNATURE

PREPARED FOR THE
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

DESIGN	DESIGNED	DATE
BY M. N. Palaskas	J. Wang	8/93
BY R. C. Donley	J. Wang	8/93
BY F. S. Chang	M. C. Yavos	8/93

ORIGINAL SCALE IN INCHES
FOR REDUCED PLANS

BRIDGE NO.	POST MILE	PROJECT SHEET
53-2626	0.07	CU 07

EARTHQUAKE RETROFIT PROJECT NO. 211
TERMINAL ISLAND UPRR OVERHEAD
BENT DETAILS NO. 6

REVISION DATES (PRELIMINARY STAGE ONLY)	REVISION DATES (PRELIMINARY STAGE ONLY)	SHEET OF
12/95	12/95	15

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
07	LA	1103+110	Var	47	96

Michael W. Behrman REGISTERED CIVIL ENGINEER	
7-25-94	PLANS APPROVAL DATE
GANNETT FLEMING, INC. 1240 NORTH LAKEVIEW AVENUE, SUITE 170 ANAHEIM, CA 92807	

ANGLE 'A' AT HINGES						
GIRDER						
HINGE	1	2	3	4	5	6
1,3,5,7,9,11,13	17902'30"	17812'00"	17718'47"	17622'14"	17522'14"	17418'28"
2,4,6,8,10,12,14	17439'21"	17529'44"	17623'04"	17719'37"	17819'37"	17923'23"

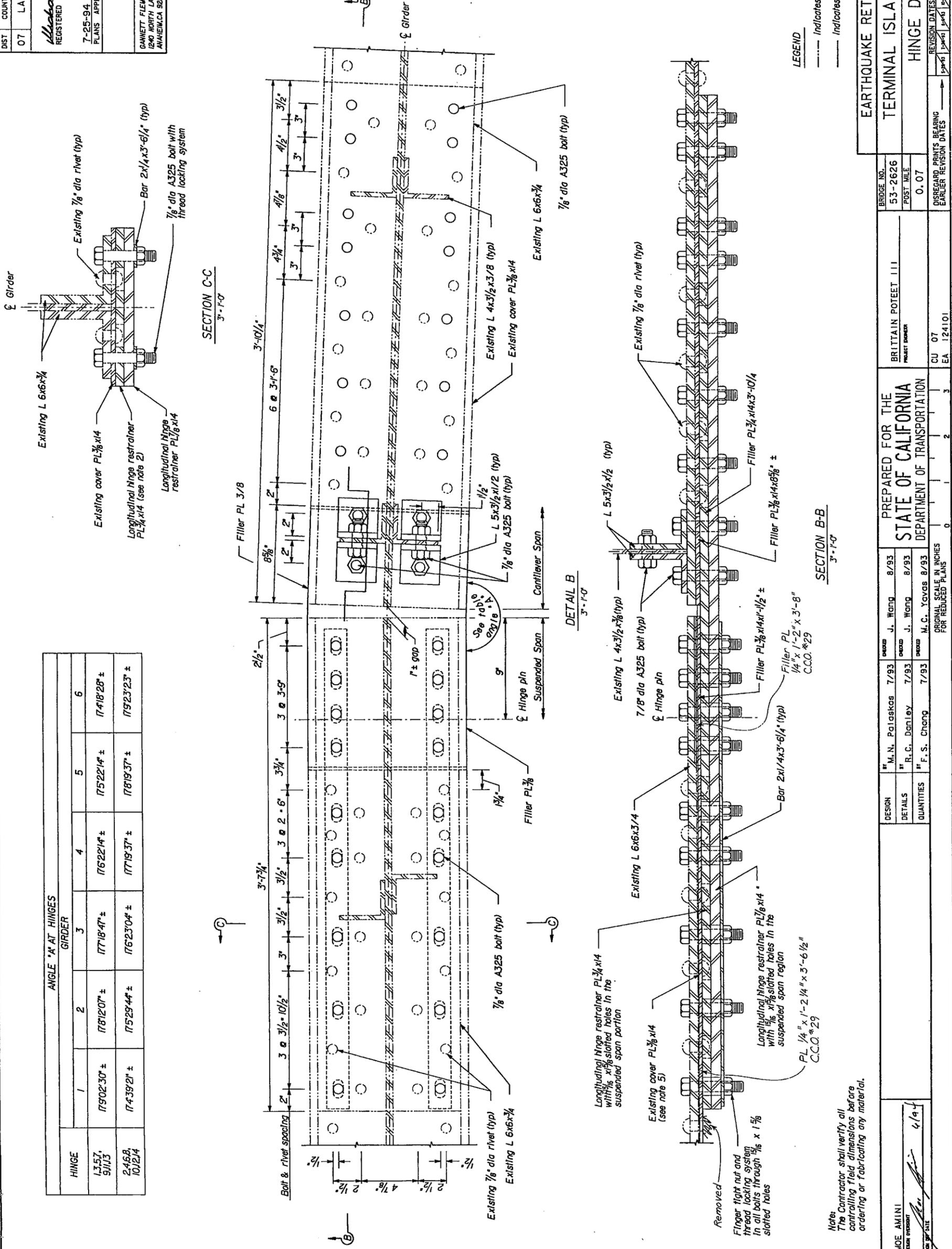
AS BUILT

CORRECTIONS BY *Gedion Merredge*
 CONTRACT NO. 07-124101
 DATE 04-30-96 02-28-97

NOTES

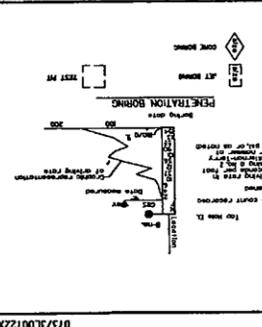
- All dimensions are plus or minus
- Drill 2" holes in the cantilever span portion and 2 1/2" holes in the suspended span portion of the 3/4" longitudinal hinge restrainer plate at all existing rivet locations
- All bolts are bearing type unless otherwise noted
- For location of Detail B see "Hinge Details No. 1" sheet
- Longitudinal hinge restrainer plate assembly shall be painted

LEGEND
 - - - - - Indicates existing structure
 _____ Indicates new construction



Note:
 The Contractor shall verify all controlling field dimensions before ordering or fabricating any material.

MOE AMINI DESIGN ENGINEER		BRITAIN POTEET III PROJECT ENGINEER		BRIDGE NO. 53-2626	POST MILE 0.07
DATE: 4/9		DEPARTMENT OF TRANSPORTATION		DISCREPANCY BEARING EARLIER REVISION DATES	SHEET NO. 17
PREPARED FOR THE STATE OF CALIFORNIA		DEPARTMENT OF TRANSPORTATION		REVISION DATES (PRELIMINARY STAGE ONLY)	SHEET OF 17 21
DESIGN: M. N. Pouloskos 7/93 CHECK: J. Wong 8/93		DESIGN: M. C. Yovos 8/93 CHECK: M. C. Yovos 8/93		EARTHQUAKE RETROFIT PROJECT NO. 211	
DETAILS: R. C. Donley 7/93 CHECK: J. Wong 8/93		QUANTITIES: F. S. Choong 7/93 CHECK: M. C. Yovos 8/93		TERMINAL ISLAND UPRR OVERHEAD	
ORIGINAL SCALE IN INCHES FOR REDUCED PLANS		0 1 2 3		HINGE DETAILS NO. 2	



Consistency Classification for SPTs

Penetration (Blows/ft)	Soil Condition
0-4	Very loose
5-9	Loose
10-14	Slightly compact
15-19	Compact
20-24	Very dense
25-29	Dense
30-34	Very dense
35-39	Dense
40-44	Very dense
45-49	Dense
50-54	Very dense
55-59	Dense
60-64	Very dense
65-69	Dense
70-74	Very dense

LEGEND OF EARTH MATERIALS

	CLAYEY SILT
	SAND
	ORGANIC MATTER
	FILL MATERIAL
	INORGANIC ROCK
	CLAYEY SAND
	SILTY SAND
	SILTY CLAY

NOTES: Classification of earth materials shown on this sheet is based upon field inspection and is not to be construed to imply mechanical analysis.

SP	Standard Penetration Test
OH	Open Hole
CH	Continuous Flight Auger
LA	Large Diameter Auger
OL	Open Log
CL	Continuous Logging
DL	Direct Logging
GP	Geophysical
GW	Groundwater
SC	Soil Core
SL	Soil Log
CS	Continuous Sampling

DIST COUNTY ROUTE POST MILES TOTAL SHEET TOTAL
07 LA 1,03,110 Var 49 96

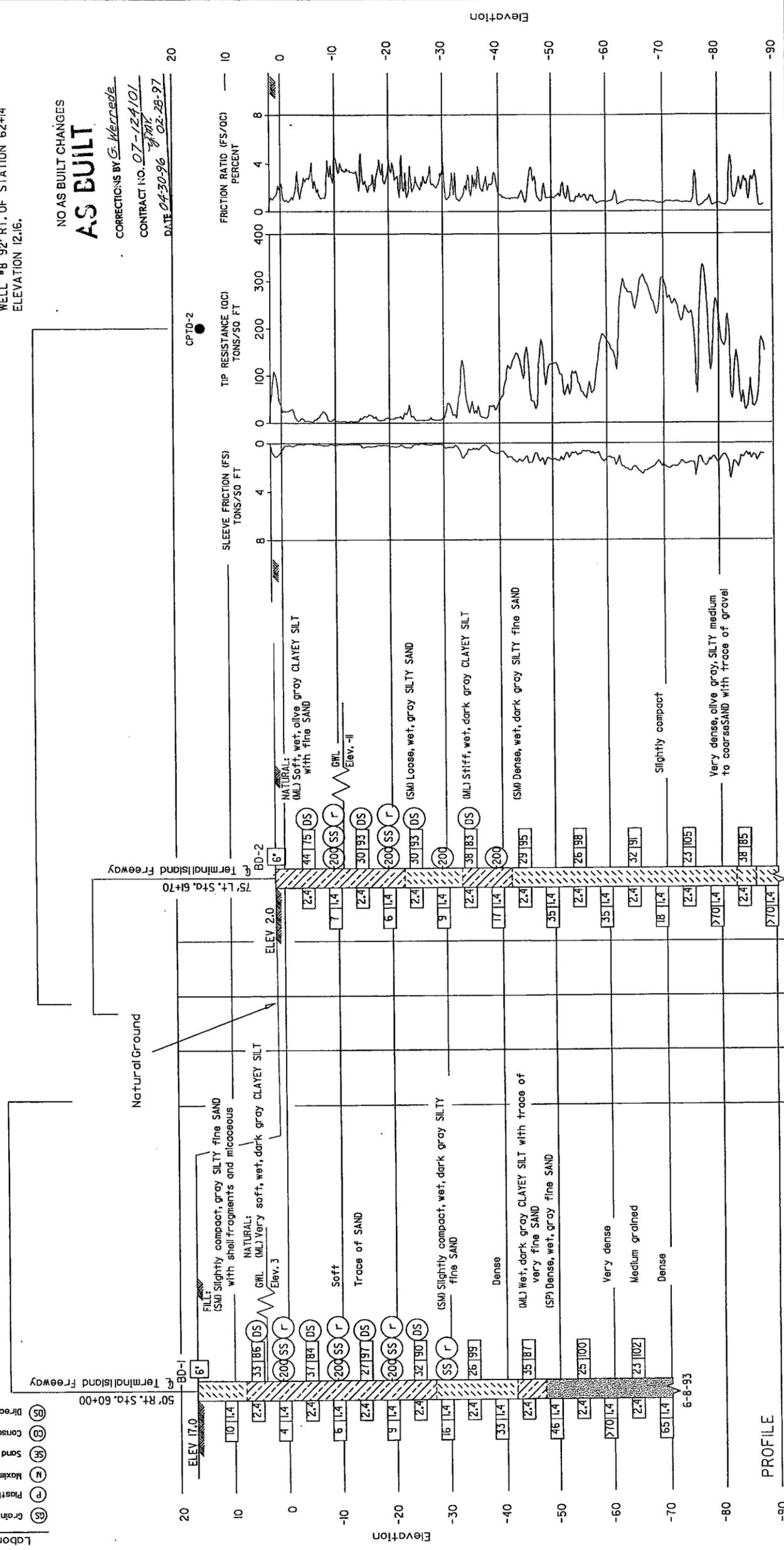
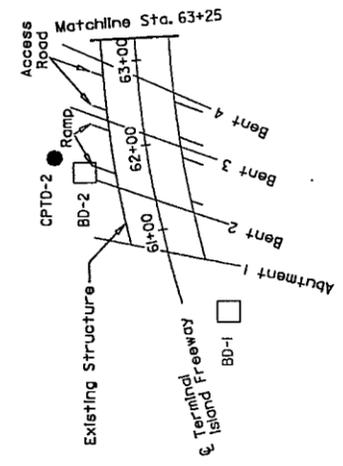
7-25-94
PLANS APPROVAL DATE
SCHAEFFER DIXON ASSOCIATES
2500 WILSHIRE BOULEVARD SUITE III
LOS ANGELES, CALIFORNIA 90057

REGISTERED PROFESSIONAL ENGINEER
VINCENT J. SCHAEFFER
No. 5150
Exp. 5/31/97
CIVIL

NOTE:
BENCH MARK 3-TI-45 CHISELED CROSS ON
PAINTED BOLT ON SOUTHWEST LEG OF U.P.
WELL # 8 92' RT. OF STATION 62+14
ELEVATION 12.16.

NO AS BUILT CHANGES
AS BUILT
CORRECTIONS BY *G. KENNEDY*
CONTRACT NO. 07-124101
DATE 04-30-96 02-28-97

PLAN
SCALE: 1" = 100'



EARTHQUAKE RETROFIT PROJECT NO. 211
BRITANNIA POTEEET III
PROJECT ENGINEER

PREPARED FOR THE
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

BRIDGETT HAMERSHOCK
FIELD INVESTIGATOR
DATE 7/93

DRAWN BY DIANE IRVINE 12-7-93
CHECKED BY FARID MOTAMED 12-7-93

MOE AMINI
DESIGN OVERSIGHT
DATE 6/94

BRITANNIA POTEEET III
PROJECT ENGINEER

CU 07
EA 124101

REVISION DATES (PRELIMINARY STAGE ONLY)

NO.	DATE	DESCRIPTION
0		
1		
2		
3		

ORIGINAL SCALE IN INCHES FOR REDUCED PLANS

DIST 07 COUNTY LA ROUTE 141034110 POST MILES TOTAL PROJECT 50 SHEET NO. 96 TOTAL SHEETS

AS BUILT

NO AS BUILT CHANGES

CORRECTIONS BY *G. Werrade*

CONTRACT NO. 07-124101

DATE 04-30-96

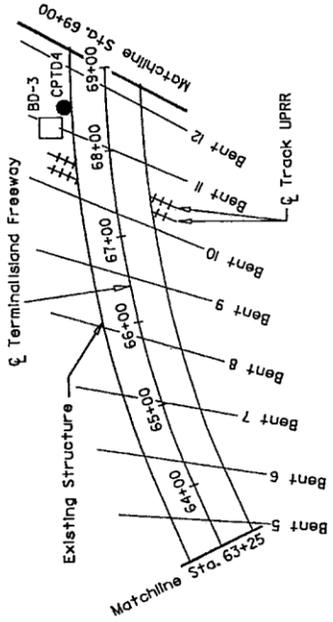
PLAN SCALE: 1" = 100'

7-25-94
PLANS APPROVAL DATE

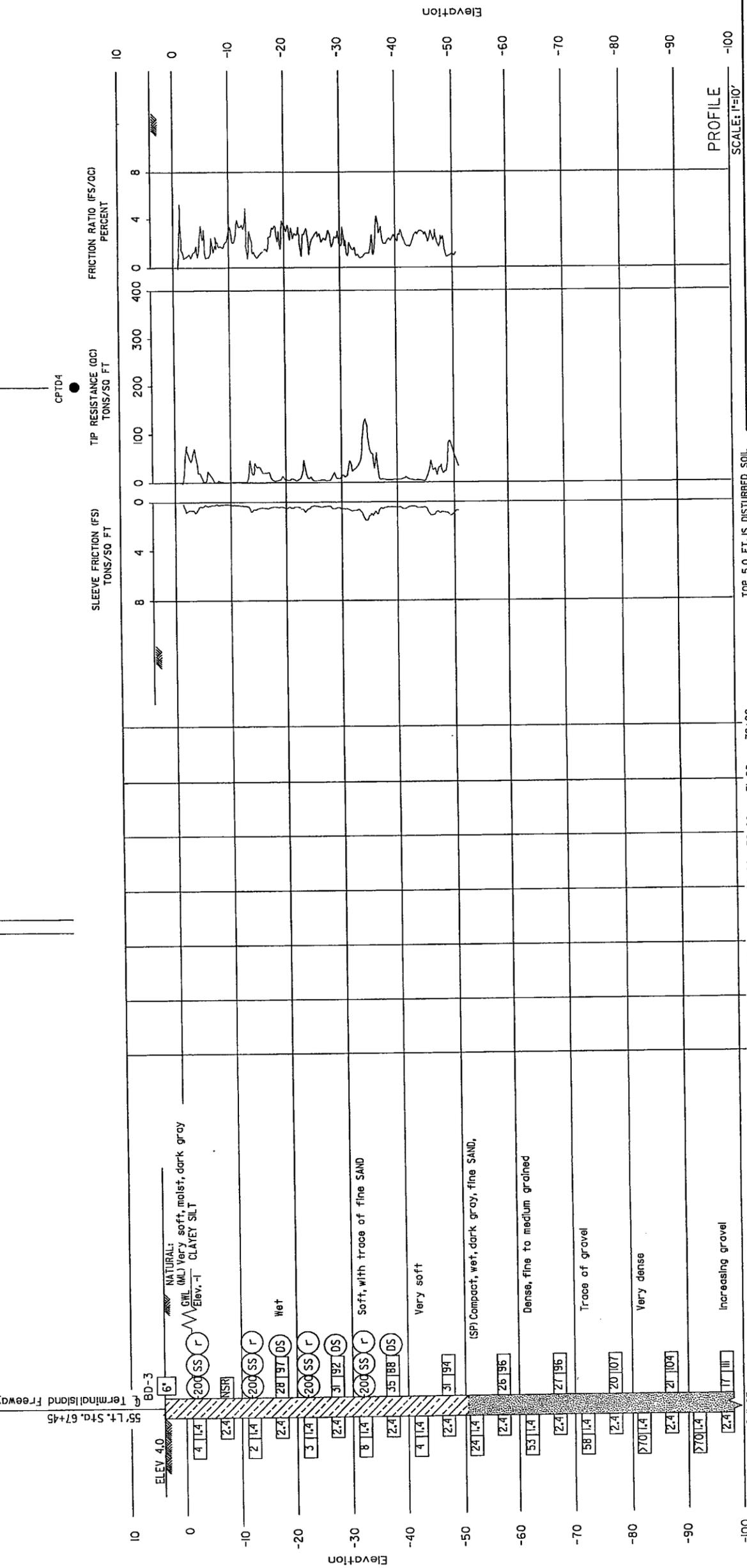
SCHAEFER DIXON ASSOCIATES
2500 WILSHIRE BOULEVARD, SUITE III
LOS ANGELES, CALIFORNIA 90057

REGISTERED PROFESSIONAL ENGINEER
STATE OF CALIFORNIA
No. 52829
Exp. 07/31/97
CIVIL

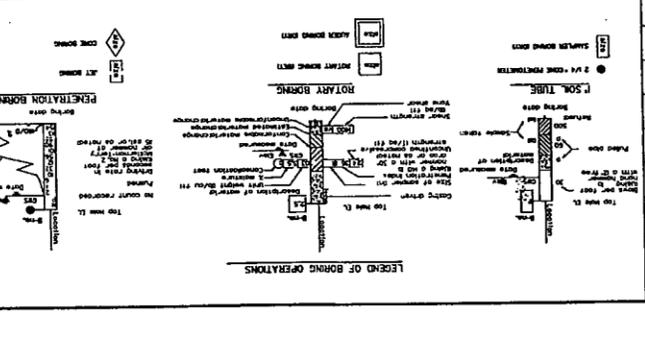
NOTE:
BENCH MARK 3-TI-45 CHISELED CROSS ON
PAINTED BOLT ON SOUTHWEST LEG OF U.P.
WELL # 8 92' RT. OF STATION 62+14
ELEVATION 12.16.



- Laboratory Testing**
- (R) Resistance Value
 - (SS) Soluble Sulfate
 - (SC) Soluble Chloride
 - (F) Resistivity, pH
 - (W) Wash (-200) Sieve
 - (NSR) No Sample Recovery
 - (GS) Grain Size Distribution
 - (P) Plasticity Index
 - (M) Maximum Density
 - (SC) Sand Equivalent
 - (CO) Consolidation
 - (DS) Direct Shear



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DATE: 18-Mar-94 10:11



LEGEND OF EARTH MATERIALS

CLAYEY SILT	CLAYEY SILT
PEAT AND/OR ORGANIC MATTER	PEAT AND/OR ORGANIC MATTER
FILL MATERIAL	FILL MATERIAL
MASSIVE ROCK	MASSIVE ROCK
SEDIMENTARY ROCK	SEDIMENTARY ROCK
SANDY CLAY	SANDY CLAY
SANDY SILT	SANDY SILT
SILT	SILT
CLAY	CLAY
VERY SOFT	VERY SOFT
SOFT	SOFT
STIFF	STIFF
VERY STIFF	VERY STIFF
COMPACT	COMPACT
DENSE	DENSE
VERY DENSE	VERY DENSE
VERY HARD	VERY HARD

CONSISTENCY CLASSIFICATION

According to the Standard Penetration Test

Penetration (blows/ft)	Consistency
0-4	Very soft
5-15	Soft
15-30	Stiff
30-50	Very stiff
50-100	Compact
100-150	Dense
>150	Very dense

NOTE: Classification of earth materials shown on this sheet is based upon field inspection and is not to be construed to imply mechanical analysis.

BRITANN POTTEET III
PROJECT DIRECTOR

BRIDGE NO. 53-2626
POST MILE 0.07

DISREGARD PRINTS BEARING EARLIER REVISION DATES

REVISION DATES (PRELIMINARY STAGE ONLY)

CU 07
EA 124101

PREPARED FOR THE
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

BRIDGETT HAMERSHOCK
FIELD INVESTIGATOR
DATE 7/93

DRAWN BY DIANE IRVINE 12-7-93

CHECKED BY FARID MOTAMED 12-7-93

MOE AMINI
DESK OVERSIGHT
DATE 6/94

ORIGINAL SCALE IN INCHES FOR REDUCED PLANS

0 1 2 3

66+00 67+00 68+00 69+00 70+00 71+00 72+00

TOP 5.0 FT. IS DISTURBED SOIL

EARTHQUAKE RETROFIT PROJECT NO. 211

TERMINAL ISLAND UPRR OVERHEAD

LOG OF TEST BORINGS NO. 2

20 21



Folder: 02746-90
November 2, 2012

LOWELL ANDERSON
CALIFORNIA DEPARTMENT OF TRANSPORTATION
100 SOUTH MAIN STREET MS-6
LOS ANGELES CA 90018

Lowell Anderson:

Attached is your original copy of our agreement, fully executed on behalf of the Railroad Company.

The Railroad Company has authorized the installation of fiber optic cable facilities on its property in certain areas. Prior to using the Railroad Company's property covered herein, you should thoroughly review the terms and conditions of this document and contact the Railroad Company at 1-800-336-9193 to determine if a fiber optic cable is buried on the subject property.

When you or your representative enter the Railroad Company's property, **a copy of this fully-executed document must be available at the site to be shown on request to any Railroad employee or official.**

In compliance with the Internal Revenue Service's new policy regarding their Form 1099, this is to advise you that 94-6001323 is Union Pacific Railroad Company's correct Federal Taxpayer Identification Number and we are doing business as a corporation.

All future insurance notices should be forwarded to:

Union Pacific Railroad Company
(Attention: Kylan Crawford - Folder No. 02746-90)
1400 Douglas St. STOP 1690
Omaha, NE 68179-1690

In advance of entering the right of way, you should arrange to notify:

<p>MANUEL ARAMBULO MGR TRACK MNTCE 11406 Los Nietos Road Santa Fe Springs, CA 90670 Work Phone: 909/8 685-2469 Fax: 402 271-4070 Cell Phone: 909 265-2201</p>	<p>JOSE A. RUBIO MGR SIGNAL MNTCE 11406 LOS NIETOS RD Santa Fe Springs, CA 90670 Work Phone: 626/8 935-7681 Fax: 402 233-2113 Cell Phone: 562 318-4153</p>
---	--

Sincerely,



Kylan Crawford
Asst Manager - Real Estate
(402) 544-8536

RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of September 30, 2012, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (hereinafter the "Railroad"), and CALIFORNIA DEPARTMENT OF TRANSPORTATION, to be addressed at 100 South Main Street Ms-6, Los Angeles, CA 90018 (hereinafter the "Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to the Licensee shall include the Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

Article 2. RIGHT GRANTED; PURPOSE.

The Railroad hereby grants to the Licensee the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the portion of Railroad's property in the vicinity of Mile Post 22.29, San Pedro (phl) Subdivision, at or near Terminal Island, California, for the purpose of painting bridge No. S3-2626. The right herein granted to Licensee is limited to those portions of the Railroad's property specifically described herein in the location shown on the print marked Exhibit A, attached hereto and hereby made a part hereof, or designated by the Railroad Representative named in Article 4.

Article 3. TERMS AND CONDITIONS CONTAINED IN EXHIBITS B AND C.

The terms and conditions contained in Exhibits B and C, hereto attached, are hereby made a part of this Agreement.

**Article 4. ALL EXPENSES TO BE BORNE BY LICENSEE;
RAILROAD REPRESENTATIVE.**

The Licensee shall bear any and all costs and expenses associated with any work performed by the Licensee, or any costs or expenses incurred by the Railroad relating to this Agreement. All work performed by Licensee on Railroad's property shall be performed in a manner satisfactory to the representative local Manager of Track Maintenance of the Railroad or his authorized representative (hereinafter the Railroad Representative):

MANUEL ARAMBULO MGR TRACK MNTCE 11406 Los Nietos Road Santa Fe Springs, CA 90670 Work Phone: 909/8 685-2469 Fax: 402 271-4070 Cell Phone: 909 265-2201	JOSE A. RUBIO MGR SIGNAL MNTCE 11406 LOS NIETOS RD Santa Fe Springs, CA 90670 Work Phone: 626/8 935-7681 Fax: 402 233-2113 Cell Phone: 562 318-4153
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Article 5. TERM; TERMINATION.

A. The grant of right herein made to Licensee shall commence on the date of this Agreement, and continue until September 30, 2017 unless sooner terminated as herein provided, or at such time as Licensee has completed its work on Railroad's property, whichever is earlier. Licensee agrees to notify the Railroad Representative in writing when it has completed its work on Railroad property.

B. This Agreement may be terminated by either party on ten (10) days written notice to the other party.

Article 6. CERTIFICATE OF INSURANCE.

A. Before commencing any work, the Licensee will provide the Railroad with a Certificate issued by its insurance carrier providing the insurance coverage required pursuant to Exhibit C of this Agreement in a policy which contains the following type of endorsement:

"Union Pacific Railroad Company is named as additional insured with respect to all liabilities arising out of Insured's, as Licensee, performance of any work on the property of the Railroad."

B. Licensee warrants that this Agreement has been thoroughly reviewed by its insurance agent(s)/broker(s) and that said agent(s)/broker(s) has been instructed to procure insurance coverage and an endorsement as required herein.

C. All insurance correspondence shall be directed to: Union Pacific Railroad Company, Director (Attn.: Kylan Crawford - Folder No.02746-90), 1400 Douglas Street STOP 1690, Omaha, Nebraska 68179-1690.

Article 7. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on Licensor's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Prior to beginning any work, the Licensee shall telephone the Railroad at **1-800-336-9193** (a 24-hour number) to determine if fiber optic cable is buried anywhere on the property set forth herein. If it is, the Licensee shall also comply with and be subject to the provisions contained in Section 6 of Exhibit B.

Article 8. ENFORCEABILITY; CHOICE OF LAW; CHOICE OF FORUM.

This Agreement shall be governed, construed, and enforced in accordance with the laws of the state of Nebraska. Litigation arising out of or connected with this Agreement may be instituted and maintained in the courts of the state of Nebraska and CA only, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation, in those courts, and consent to service of process issued by such courts.

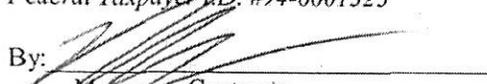
Article 9. LICENSE FEE.

Licensee shall pay, and Railroad shall accept, upon the execution and return of this instrument, the nonrefundable sum of **Twenty Thousand Dollars (\$20,000.00)** to cover Railroad's cost to prepare and administer this Agreement.

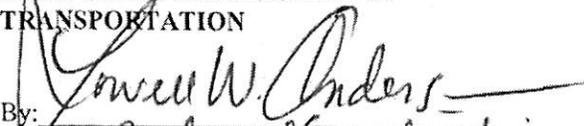
Flagging charges are not included in the sum recited in the preceding paragraph, and will be billed separately, if incurred.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY
Federal Taxpayer ID. #94-6001323

By: 
Manager - Contracts

**CALIFORNIA DEPARTMENT OF
TRANSPORTATION**

By: 
Title: Railroad Coordination D-7

(Pursuant to ordinance, resolution, or other evidence of proper authority to execute this instrument, a copy of which shall be attached to the Railroad's original counterpart of this document.)

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

**Right of Entry Agreement
Folder No. 02746-90**

CALIFORNIA DEPARTMENT OF TRANSPORTATION

nr. M.P. 22.29, SAN PEDRO (PHL) SUBDIVISION

at/near TERMINAL ISLAND, CALIFORNIA

**Office of Dir. Contracts - Omaha, NE
July 30, 2012**

WARNING:

In all occasions, U.P. Communications Department must be contacted in advance of any work to determine the existence and location of FIBER OPTIC CABLE.

PHONE: 1-800-336-9193

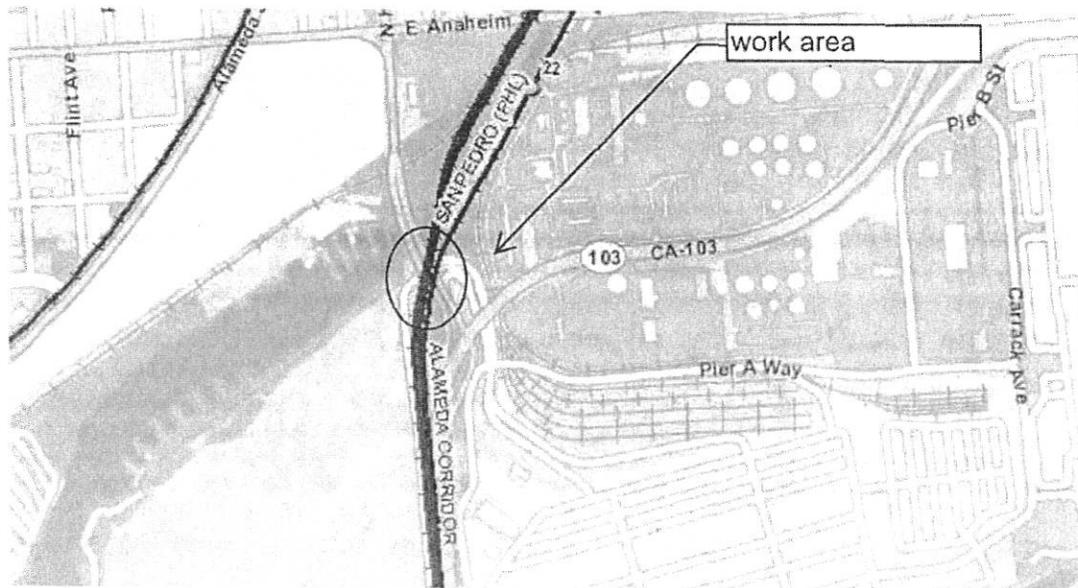


EXHIBIT B

Section 1 - NOTICE OF COMMENCEMENT OF WORK – FLAGGING.

The Licensee agrees to notify the Railroad Representative at least Ten (10) days in advance of Licensee commencing its work and at least 24 hours in advance of proposed performance of any work by the Licensee in which any person or equipment will be within 25 feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within 25 feet of any track. Upon receipt of such notice, the Railroad Representative will determine and inform the Licensee whether a flagman need be present and whether the Licensee need implement any special protective or safety measures. If any flagmen or other special protective or safety measures are performed by the Railroad, such services will be provided at Licensee's expense with the understanding that if the Railroad provides any flagging or other services, the Licensee shall not be relieved of any of its responsibilities or liabilities set forth herein.

Section 2 - LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

a. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of the Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Railroad without liability to the Licensee or to any other party for compensation or damages.

b. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Railroad's property, and others) and the right of the Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3 - NO INTERFERENCE WITH RAILROAD'S OPERATION.

No work performed by Licensee shall cause any interference with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Railroad, its lessees, licensees or others, unless specifically permitted under this Agreement, or specifically authorized in advance by the Railroad Representative. Nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof. When not in use, Licensee's machinery and materials shall be kept at least 50 feet from the centerline of Railroad's nearest track, and there shall be no crossings of Railroad's tracks except at existing open public crossings.

Section 4 - PERMITS.

Prior to beginning any work, the Licensee, at its sole expense, shall obtain all necessary permits to perform any work contemplated by this Agreement.

Section 5 - MECHANIC'S LIENS.

The Licensee shall pay in full all persons who perform labor or provide materials for the work to be performed by Licensee. The Licensee shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be enforced against any property of the Railroad for any such

work performed. The Licensee shall indemnify and hold harmless the Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.

Section 6 - FIBER OPTIC CABLE SYSTEMS.

In addition to other indemnity provisions in this Agreement, the Licensee shall indemnify and hold the Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of the Licensee, its contractor, agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Licensee shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

Section 7 - COMPLIANCE WITH LAWS.

In the prosecution of the work covered by this Agreement, the Licensee shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The Licensee shall use only such methods as are consistent with safety, both as concerns the Licensee, the Licensee's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Licensee (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's property. If any failure by the Licensee to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Licensee shall reimburse and indemnify the Railroad for any such fine, penalty, cost or charge, including without limitation attorneys' fees, court costs and expenses. The Licensee further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

Section 8 - SAFETY INSTRUCTIONS.

Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work pursuant to this Agreement. As reinforcement and in furtherance of overall safety measures to be observed by the Licensee (and not by way of limitation), the following special safety rules shall be followed:

a. The Licensee shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job. The Licensee shall have proper first aid supplies available on the job site so that prompt first aid services can be provided to any person that may be injured on the job site. The Licensee shall promptly notify the Railroad of any U.S. Occupational Safety and Health Administration reportable injuries occurring to any person that may arise during the work performed on the job site. The Licensee shall have a non-delegable duty to control its employees, while they are on the job site or any other property of the Railroad to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage or illegally obtained drug, narcotic or other substance that may inhibit the safe performance of work by an employee.

b. The employees of the Licensee shall be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing or free use of their hands or feet. Only waist length shirts with sleeves and trousers that cover the entire leg are to be worn. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching. The employees should wear sturdy and protective footwear. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes or other shoes that have thin soles or heels that are higher than normal. In addition, the Licensee shall require its employees to wear personal protective equipment as specified by Railroad rules, regulations or Railroad officials overlooking the work at the job site. In particular, the protective equipment to be worn shall be:

(1) Protective head gear that meets American National Standard-Z89.1-latest revision. It is suggested that all hardhats be affixed with Licensee's or subcontractor's company logo or name.

(2) Eye protection that meets American National Standard for occupational and educational eye and face protection, Z87.1-latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, burning, etc.; and

(3) Hearing protection which affords enough attenuation to give protection from noise levels that will be occurring on the job site.

c. All heavy equipment provided or leased by the Licensee shall be equipped with audible back-up warning devices. If in the opinion of the Railroad Representative any of Licensee's or any of its subcontractors' equipment is unsafe for use on the Railroad's right-of-way, the Licensee, at the request of the Railroad Representative, shall remove such equipment from the Railroad's right-of-way.

Section 9 - INDEMNITY.

a. As used in this Section, "Railroad" includes other railroad companies using the Railroad's property at or near the location of the Licensee's installation and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (i) injury to or death of persons whomsoever (including the Railroad's officers, agents, and employees, the Licensee's officers, agents, and employees, as well as any other person); and (ii) damage to or loss or destruction of property whatsoever (including Licensee's property, damage to the roadbed, tracks, equipment, or other property of the Railroad, or property in its care or custody).

b. As a major inducement and in consideration of the license and permission herein granted, the Licensee agrees to indemnify and hold harmless the Railroad from any Loss which is due to or arises from any cause and is associated in whole or in part with the work performed under this Agreement, a breach of the Agreement or the failure to observe the health and safety provisions herein, or any activity or omission arising out of performance or nonperformance of this Agreement; regardless of whether caused solely or contributed to in part by the negligence or fault of the Railroad.

c. Any liability of either party hereunder to one of its employees under any Workers' Compensation Act or the Federal Employers' Liability Act shall not be questioned or in any way challenged by the other party, nor shall any jury or court findings, resulting from any employee's suit against either party pursuant to any such Act(s), be relied upon or used by either party in any attempt to assert common law liability against the other.

Section 10 - RESTORATION OF PROPERTY.

In the event the Railroad authorizes the Licensee to take down any fence of the Railroad or in any manner move or disturb any of the other property of the Railroad in connection with the work to be performed by Licensee, then in that event the Licensee shall, as soon as possible and at Licensee's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed, and the Licensee shall indemnify and hold harmless the Railroad, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, arising from the taking down of any fence or the moving or disturbance of any other property of the Railroad.

Section 11 - WAIVER OF BREACH.

The waiver by the Railroad of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Railroad to avail itself of any remedy for any subsequent breach thereof.

Section 12 - ASSIGNMENT - SUBCONTRACTING.

The Licensee shall not assign, sublet or subcontract this Agreement, or any interest therein, without the written consent of the Railroad and any attempt to so assign, sublet or subcontract without the written consent of the Railroad shall be void. If the Railroad gives the Licensee permission to subcontract all or any portion of the work herein described, the Licensee is and shall remain responsible for all work of subcontractors and all work of subcontractors shall be governed by the terms of this Agreement.

EXHIBIT C

Union Pacific Railroad Contract Insurance Requirements

Right of Entry Agreement

Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement (except as otherwise provided in this Agreement) the following insurance coverage:

A. Commercial General Liability insurance. Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. Business Automobile Coverage insurance. Business auto coverage written on ISO form CA 00 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$2,000,000 for each accident.

The policy must contain the following endorsements, which must be stated on the certificate of insurance: Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.

- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

C. Workers Compensation and Employers Liability insurance. Coverage must include but not be limited to:

Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.

Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. Railroad Protective Liability insurance. Licensee must maintain Railroad Protective Liability insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. A binder stating the policy is in place must be submitted to Railroad before the work may be commenced and until the original policy is forwarded to Railroad.

E. Umbrella or Excess insurance. If Licensee utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

F. Pollution Liability insurance. Pollution Liability coverage must be included when the scope of the work as defined in the Agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

Pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Licensee must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

Other Requirements

G. All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Licensee's liability under the indemnity provisions of this Agreement.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed..

I. Licensee waives all rights against Railroad and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers liability or commercial umbrella or excess liability insurance obtained by Licensee required by this agreement.

J. Prior to commencing the work, Licensee shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.

K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

L. The fact that insurance is obtained by Licensee or by Railroad on behalf of Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Licensee or any third party will not be limited by the amount of the required insurance coverage.

WHITE-COMPANY
 GOLDEN ROD-AGREEMENTS
 YELLOW-CONTROLLERS
 GREEN-ACCOUNTING
 BLUE-CONSTRUCTION
 PINK-RIGHT OF WAY

STATE OF CALIFORNIA
 DEPARTMENT OF
 TRANSPORTATION
 Exhibit A

SHEET 1 OF 3
 LA 103 1.75
 CO. ROUTE P.M.

SOURCE		CHARGE		EXP AUTH		SPECIAL DESIGNATION		Object	AMOUNT DEBIT OR CREDIT	FISCAL YEAR	ENC CODE	ENCUMBRANCE DOCUMENT NO.
DIST.	UNIT	DIST.	UNIT	GEN. LED	SUB-ACCT	PRE FIX	SUB-JOB NO.-R/W PARCEL NO.					
07-400	07-400	275704	9 07	522-9			Bridge No 53-2626	07/2	\$ 24,063.00	13/4		
1901	1901							04/2				

ITEM	CHAPTER	Statutes	FISCAL YEAR
2640-3022042-20	20	2013	2014

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT BUDGETED FUNDS ARE AVAILABLE FOR THE PERIOD AND PURPOSE OF THE EXPENDITURE STATED ABOVE.

Angela Perez *[Signature]* 12-3-13
 SIGNATURE OF ACCOUNTING OFFICIER DATE

SERVICE CONTRACT NO. 07R315
 THIS NUMBER IS TO BE PLACED ON ALL BILLS

Los Angeles, CALIFORNIA

June 7, 2013

RAILROAD Pacific Harbor Line (PHL) PHONE (310) 834-4594
 ADDRESS 340 Water Street, Wilmington, CA 90744

The Railroad hereby agrees to do the work hereinafter set forth for the Department of Transportation in accordance with the provision of this form and of the attached sheets if any and the Railroad agrees to receive and accept as full compensation therefore the payment provided herein.

For flagging and inspection, required for the protection of UPRR Railroad property, tracks and appurtenances thereto, trains and equipment during that period the State is above, on, and/or near railroad tracks located at UPRR Overhead Bridge No, 53-2626, RR MP 22.29 DOT No. 811431G D. **Construction on this project will not begin until the appropriate agreement with UPRR covering construction is approved.**

Flagging, Inspection & Protection: \$

Flagging & Inspection (see Exhibit B)
 \$625.00/day 35X days = \$21,875.00
 10% Contingency = \$ 2188.00
 Total = \$ 24,063.00

It is expressly agreed that all persons engaged on this work are employees of the Railroad or its contractor, and that none are employees of the Department of Transportation of the State of California.

Further, the said Department of Transportation hereby agrees to the terms as above set forth, and hereby agrees to pay the same; provided, that by mutual consent this agreement may be modified or terminated at any time.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand the year and date first above written.

DEPARTMENT OF TRANSPORTATION

[Signature]
 Approval Recommended - District Railroad Coordinator

[Signature]
 Approved as to Form - Attorney

[Signature]
 Andrew P Nierenberg, Deputy District Director
 Right of Way

Pacific Harbor Line Railroad

RAILROAD

By *[Signature]*
 President

TITLE OR POSITION

Mail three (3) copies of invoice to:
 Please Reference: SC07R315
 DEPARTMENT OF TRANSPORTATION
 DIVISION OF RIGHT OF WAY AND LAND SURVEYS, MS 37
 P.O. Box 942873
 Sacramento, CA 94273-0001

Attn: Railroad Agreements

State agrees to reimburse PHL for actual costs and expenses reasonably and necessarily incurred by PHL in the performance of these items for work.

The estimated amount of cost and expense to be incurred by PHL is summarized in the estimate attached hereto as Exhibit "B". Any additional work incidental to that shown on the attached estimate, but not specifically detailed thereon, may be included as part of this contract by written request or approval of State.

All work to be performed under this Service Contract shall be by PHL employees working under Railroad Labor Agreements and shall be done on a force account basis, the cost hereof to be paid to PHL by State in the manner herein set forth.

The parties hereto agree to Caltrans is a qualified self-insurer.

Conditions under which railroad flagmen are required in connection with this project shall be included in the contract Special Provisions for State's Contract No. 07R315

All applicable portions of Federal-Aid Policy Guide, Title 23, Code of Federal Regulations, Parts 646A, 646B and 140I are by reference incorporated herein and made a part thereof.

The records accounts of PHL relating to the project shall be open for inspection and audit by State and/or Federal Government for a period of three years from the date final payment is received by PHL.

Under Federal Regulations there are no ascertainable net benefits to PHL and there shall be no required PHL sharing of the costs.

In accordance to California Prompt Payment Act, all bills shall be paid within 45 days of receipt of the invoice.

All work under this contract is estimated to be completed by **June 30, 2015**, unless an extension of time is approved by the State in writing.

"Exhibit B"

PACIFIC HARBOR LINE

ESTIMATE

Location: UNION PACIFIC OVERHEAD BRIDGE NO. 53-2626, Terminal Island,
CA_07-LA-103-PM 0.07
PUC No. 747763C
RR MP 0001.75

Project: Paint the structure over the UPRR/PHL Right of Way

No. of Days: 35 Days

Estimate:

Flagging & Inspection (see Exhibit B)	
\$625.00/day X 35 days	= \$ 21,875.00
10% Contingency	= \$ 2,188.00
Total	= \$ 24,063.00

Note: This is an estimate only, railroad shall bill on an actual cost basis.

STATE OF CALIFORNIA
 DEPARTMENT OF
 TRANSPORTATION

Exhibit A

SOURCE		CHARGE		EXP AUTH		SPECIAL DESIGNATION		Object	AMOUNT DEBIT OR CREDIT	FISCAL YEAR	ENC CODE	ENCUMBRANCE DOCUMENT NO.
DIST.	UNIT	DIST.	UNIT	GEN. LED WORK ORDER NO.	SUB-ACCT	PRE FIX	SUB-JOB NO.-R/W PARCEL NO. LOCATION BRIDGE NO. ETC.					
07-400	07-400	275704	1901	1901	9	014522-9	Bridge No 53-2626	042	\$ 50,050.00	13/4		

ITEM 2660-302-0042-20 CHAPTER 90 Statutes 2013 FISCAL YEAR 2014
 I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT BUDGETED FUNDS ARE AVAILABLE FOR THE PERIOD AND PURPOSE OF THE EXPENDITURE STATED ABOVE.
 SIGNATURE OF ACCOUNTING OFFICER Angela Perez DATE 12-3-13
 213-897-6522

SERVICE CONTRACT NO. 07R313
 THIS NUMBER IS TO BE PLACED ON ALL BILLS

Los Angeles, CALIFORNIA

August 6, 2013

RAILROAD Union Pacific Railroad Company PHONE (909) 685-2288
 ADDRESS 2015 South Willow Avenue, Bloomington, CA 92316

The Railroad hereby agrees to do the work hereinafter set forth for the Department of Transportation in accordance with the provision of this form and of the attached sheets if any and the Railroad agrees to receive and accept as full compensation therefore the payment provided herein.

For flagging and inspection, required for the protection of UPRR Railroad property, tracks and appurtenances thereto, trains and equipment during that period the State's is above, on and/or near railroad tracks located at UPRR Overhead Bridge No. 53-2626, San Pedro Sub. MP 22.29 DOT No. 811431G. This project is to Paint the overhead structure over tracks. **Construction on this project will not begin until the appropriate agreement with UPRR covering construction is approved**

Flagging, Inspection & Protection: \$ 50,050.00

Flagging & Inspection (see Exhibit B)

\$1,300.00/day X 35days = \$ 45,500.00

10% Inspection / Contingency = \$ 4,550.00

Total = \$ 50,050.00

It is expressly agreed that all persons engaged on this work are employees of the Railroad or its contractor, and that none are employees of the Department of Transportation of the State of California.

Further, the said Department of Transportation hereby agrees to the terms as above set forth, and hereby agrees to pay the same; provided, that by mutual consent this agreement may be modified or terminated at any time.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand the year and date first above written.

DEPARTMENT OF TRANSPORTATION

Union Pacific Railroad Company

Approval Recommended - District Railroad Coordinator

RAILROAD

Approved as to Form - Attorney

By

Andrew P Nierenberg, Deputy District Director
 Right of Way

Original Signed
J.J. HOVANEC
AVP ENGINEERING

TITLE OR POSITION

Mail three (3) copies of invoice to:
 Please Reference: SC07R313
 DEPARTMENT OF TRANSPORTATION
 DIVISION OF RIGHT OF WAY AND LAND SURVEYS, MS 37
 P.O. Box 942873
 Sacramento, CA 94273-0001

Attn: Railroad Agreements

State agrees to reimburse UPRR for actual costs and expenses reasonably and necessarily incurred by UPRR in the performance of these items for work.

The estimated amount of cost and expense to be incurred by UPRR is summarized in the estimate attached hereto as Exhibit "B". Any additional work incidental to that shown on the attached estimate, but not specifically detailed thereon, may be included as part of this contract by written request or approval of State.

All work to be performed under this Service Contract shall be by UPRR employees working under Railroad Labor Agreements and shall be done on a force account basis, the cost hereof to be paid to UPRR by State in the manner herein set forth.

The parties hereto agree to Caltrans is a qualified self-insurer.

Conditions under which railroad flagmen are required in connection with this project shall be included in the contract Special Provisions for State's Contract No. 07 R313

—

All applicable portions of Federal-Aid Policy Guide, Title 23, Code of Federal Regulations, Parts 646A, 646B and 140I are by reference incorporated herein and made a part thereof.

The records accounts of UPRR relating to the project shall be open for inspection and audit by State and/or Federal Government for a period of three years from the date final payment is received by UPRR.

Under Federal Regulations there are no ascertainable net benefits to UPRR and there shall be no required UPRR sharing of the costs.

In accordance to California Prompt Payment Act, all bills shall be paid within 45 days of receipt of the invoice.

All work under this contract is estimated to be completed by **June 30, 2015**, unless an extension of time is approved by the State in writing.

Exhibit B

UNION PACIFIC RAILROAD COMPANY (UPRR)

ESTIMATE

Location: UPRR OVERHEAD BRIDGE NO 53-2626, Terminal Island, CA.
PUC No. 811431G
RR MP 22.

Project: Paint the Structure over the UPRR Right of Way

No. of Days: 35 Days

Estimate:

Flagging & Inspection (see Exhibit B)

\$1,300.00/day X 35 days = \$45,500.00

10% Inspection/Contingency = \$ 4,550.00

Total = \$50,050.00

Note: This is an estimate only, railroad shall bill on an actual cost basis.

EXHIBIT C

SECTION 13: RAILROAD RELATIONS AND INSURANCE REQUIREMENTS.

13-1.01 GENERAL

The term "Railroad" shall mean the Union Pacific Railroad Company.

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

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

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

13-1.02 RAILROAD REQUIREMENTS

The Contractor shall provide to Silvo Molina, Manager of Track Maintenance, 19100 Slover Avenue, Bloomington, California, 92316, Telephone: (402) 618-3923 and the Engineer, in writing, at least 10 working days before performing any work on, or adjacent to the property or tracks of the Railroad.

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

The Contractor shall comply with the rules and regulations of the Railroad or the instructions of its representatives in relation to protecting the tracks and property of the Railroad and the traffic moving on such tracks, as well as the wires, signals and other property of the Railroad, its tenants or licensees, at and in the vicinity of the work during the period of construction. The responsibility of the Contractor for safe conduct and adequate policing and supervision of its work at the job site shall not be lessened or otherwise affected by the presence at the work site of the Railroad representatives, or by the Contractor's compliance with any requests or recommendations made by the Railroad representatives.

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

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

The Contractor shall contact the Railroad's "Call Before You Dig" at least forty-eight (48) hours prior to commencing work, at 1-800-336-9193 during normal business hours (6:30 a.m. to 8:00 p.m. Central Time, Monday through Friday, except holidays – also a 24-hour, 7-day number for emergency calls) to

determine location of fiber optics. If a telecommunications system is buried anywhere on or near the Railroad property, the Contractor will coordinate with the Railroad and the Telecommunication Company(ies) to arrange for relocation or other protection of the system prior to beginning any work on or near Railroad property.

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

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

- 3.66 meter (12'-0") horizontally from centerline of track
- 6.40 meter (21'-6") vertically above top of rail

The temporary vertical construction clearance above provided will not be permitted until authorized by the Public Utilities Commission. It is anticipated that authorization will be received not later than fifteen (15) days after approval of the contract by the State's legal Counsel pursuant to section 138 of the Street and Highways Code. In the event authorization is not received by the time specified, and, if in the opinion of the Engineer, the Contractor's operations are delayed or interfered with by reason of authorization not being received by the said time, the Licensee will compensate the Contractor for such delay to the extent provided in Section 8-1.09, "Right of Way Delays," of the Standard Specifications and not otherwise.

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

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

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

Four (4) sets of plans, in 279mm x 432mm (11" x 17") format, and two (2) sets of calculations showing details of construction affecting the Railroad's tracks and property not included in the contract plans, including but not limited to shoring and falsework, shall be submitted to the Engineer for review prior to submittal to the Railroad for final approval. Falsework shall comply with the Railroad guidelines. Demolition of existing structures shall comply with the Railroad guidelines. Shoring shall be designed in accordance with the Railroad's shoring requirement of Drawing No. 106613 and guidelines for shoring and falsework, latest edition, issued by the Railroad's Office of Chief Engineer. Shoring and falsework plans and calculations shall be prepared and signed by a professional engineer registered in California. This work shall not be undertaken until such time as the Railroad has given such approval. Review by the Railroad may take up to six (6) weeks after receipt of necessary information.

The Contractor shall notify the Engineer in writing, at least twenty-five (25) calendar days but not more than forty (40) days in advance of the starting date of installing temporary work with less than permanent clearance at each structure site. The Contractor shall not be permitted to proceed with work across railroad tracks until this requirement has been met. No extension of time or extra compensation

will be allowed if the Contractor's work is delayed due to failure to comply with the requirements in this paragraph.

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

Blasting will be permitted only when approved by the Railroad.

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

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

Edges of jacking or boring pit excavations shall be a minimum of 6.10-meter (30 feet) from the centerline of the nearest track.

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

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

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

Hydraulic jacking or boring will not be permitted.

Safety of personnel, property, rail operations and the public is of paramount importance. As reinforcement and in furtherance of overall safety measures to be observed by the Contractor (and not by way of limitation), the following special safety rules shall be followed:

- (a) The Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job. The Contractor shall have proper first aid supplies available on the job site so that prompt first aid services can be provided to any person that may be injured on the job site. The Contractor shall promptly notify the Railroad of any U.S. Occupational Safety and Health Administration reportable injuries occurring to any person that may arise during the work performed on the job site. The Contractor shall have a non-delegable duty to control its employees while they are on the job site or any other property of the Railroad to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug, narcotic or other substance that may inhibit the safe performance of work by the employee.

- (b) The employees of the Contractor shall be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing or free use of their hands or feet. Only waist length shirts with sleeves and trousers that cover the entire leg are to be worn. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching. The employees should wear sturdy and protective work boots and at least the following protective equipment:
- (1) Protective head gear that meets American National Standard-Z89.1-latest revision. It is suggested that all hardhats be affixed with the Contractor's or the subcontractor's company logo or name.
 - (2) Eye protection that meets American National Standard for occupational and educational eye and face protection, Z87.1-latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, burning, etc.; and
 - (3) Hearing protection which affords enough attenuation to give protection from noise levels that will be occurring on the job site.
- (c) All heavy equipment provided or leased by the Contractor shall be equipped with audible back-up warning devices. If in the opinion of the Railroad Representative any of the Contractor's or the subcontractor's equipment is unsafe for use on the Railroad's right-of-way, the Contractor, at the request of the Railroad representative, shall remove such equipment from the Railroad's right-of-way.

13-1.03 PROTECTION OF RAILROAD FACILITIES

Upon advance notification of not less than 10 working days by the Contractor, Railroad representatives, conductors, flagmen or watchmen will be provided by the Railroad to protect its facilities, property and movements of its trains or engines. Notice shall be made to the Railroad's Manager of Track Maintenance at (402) 501-3774. At the time of notification, the Contractor shall provide the Railroad with a schedule of dates that flagging services will be needed, as well as times, if outside normal working hours. Subsequent deviation from the schedule shall require ten (10) working days' advance notice from the first affected date. The Railroad will furnish such personnel or other protective devices:

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

The cost of flagging and inspection provided by the Railroad during the period of constructing that portion of the project located on or near the Railroad property, as deemed necessary for the protection of the Railroad's facilities and trains, will be borne by the State for a period of three (3) working days beginning on the date work commences on or near property of Railroad. The Contractor shall pay to the State liquidated damages in the sum of One Thousand Dollars (\$1,000.00) per day for each day in excess

of the above three (3) working days the Contractor works on or near Railroad property, and which requires flagging protection of Railroad's facilities and trains.

13-1.04 WORK BY RAILROAD

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

- (a) The Railroad will perform preliminary engineering and inspection (if any) and flagging as specified in Section 13-1.03 "Protection of Railroad Facilities," of these special provisions.
- (b) Underground railroad communication line in vicinity of proposed Structure (if any).
- (c) Remove advertising signboards and signboard appurtenances (if any).
- (d) Temporary crossings at grade over tracks of Railroad for the purpose of hauling earth, rock, paving or other materials will not be permitted. If the Contractor, for the purpose of constructing highway-railway grade separation structures, including construction ramps thereto, desires to move equipment or materials across Railroad's tracks, the Contractor shall first obtain permission from Railroad via the State Engineer. Should Railroad approve the temporary crossing, State shall execute a Service Contract with Railroad for Railroad to construct the temporary crossing. Under the Service Contract, State shall bear the cost of the crossing surface, warning devices and other components that might be required. Notwithstanding State's Service Contract with Railroad, the Contractor is required to execute Railroad's form of Contractor's Haul Road Crossing Agreement. Railroad, at State's expense, shall provide flagmen to control movements of vehicles across the temporary crossing.

13-1.05 DELAYS DUE TO WORK BY RAILROAD.

No delay due to work by the Railroad is anticipated.

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

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

13-1.06 LEGAL RELATIONS

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

13-2 RAILROAD PROTECTIVE INSURANCE

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

Such insurance shall be approved by the Railroad before any work is performed on the Railroad's property and shall be carried until all work required to be performed on or adjacent to the Railroad's property under the terms of the contract is satisfactorily completed as determined by the Engineer, and

thereafter until all tools, equipment and materials have been removed from the Railroad's property and such property is left in a clean and presentable condition.

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

The following insurance coverage will be required:

A. **Commercial General Liability** insurance. This insurance shall contain a single limit of at least \$5,000,000 each occurrence or claim and an aggregate limit of at least \$10,000,000 and include broad form contractual liability coverage. Coverage must be purchased on a post 1998 ISO or equivalent form, including but not limited to coverage for the following:

- Bodily injury including death and personal injury
- Property damage
- Fire legal liability
- Products and completed operations

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

- The worker's compensation and employee related exclusions in the above policy apply only to the Contractor's employees.
- The exclusions for railroads [except where the Job site is more than fifty feet (50') from any railroad including, but not limited to, tracks, bridges, trestles, roadbeds, terminals, underpasses or crossings], and explosion, collapse and underground hazard shall be removed.
- Coverage for the Contractor's employees shall not be excluded.
- Waiver of subrogation

If the Contractor will be using, storing and/or handling hazardous materials, the Contractor, in addition to the other endorsements to be obtained by the Contractor as provided in this exhibit, must also ensure that the Commercial General Liability Insurance policy contains a Designated Premises Pollution Coverage (CG00-39) endorsement. Evidence of the endorsement must also be indicated on the certificate of insurance that is provided to the Railroad.

B. **Business Automobile Coverage** insurance. This insurance shall contain a combined single limit of at least \$5,000,000 per occurrence or claim, including but not limited to coverage for the following:

- Bodily injury and property damage
- Any and all motor vehicles including owned, hired and non-owned

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

- The worker's compensation and employee related exclusions in the above policy apply only to the Contractor's employees.
- The exclusions for railroads [except where the Job Site is more than fifty feet (50') from any railroad including but not limited to tracks, bridges, trestles, roadbeds, terminals, underpasses or crossings], and explosion, collapse and underground hazard shall be removed.

C. **Worker's Compensation and Employer's Liability** insurance including but not limited to:

- The Contractor's statutory liability under the workers' compensation laws of the State of California
- Employer's Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee

If the State of California requires participants in a state worker's compensation fund and if Worker's Compensation insurance will not cover the liability of the Contractor in the State of California, the Contractor shall comply with such laws. If the Contractor is self-insured, evidence of state approval must be provided along with evidence of excess worker's compensation coverage. Coverage shall include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy shall also contain the following endorsement **which shall be indicated on the certificate of insurance:**

- **Alternate Employer Endorsement**

D. **Umbrella or Excess Policies** In the event the Contractor utilizes Umbrella or excess policies, these policies shall "follow form" and afford no less coverage than the primary policy.

E. **Railroad Protective Liability** insurance naming only the Railroad as the insured with a combined single limit of \$2,000,000 per occurrence with a \$6,000,000 aggregate. The policy shall be broad form coverage for "Physical Damage to Property" (ISO Form CG 00 35 07 98 or equivalent). A binder stating the policy is in place must be submitted to the Railroad until the original policy is forwarded to the Railroad.

Other Requirements

F. **Punitive damage exclusion must be deleted, which deletion shall be indicated on the certificate of insurance.**

G. The Contractor agrees to waive its right of recovery, and its insurers, through policy endorsement, agree to waive their right of subrogation against the Railroad. The Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against the Railroad for loss of its owned or leased property or property under its care, custody and control. The Contractor's insurance shall be primary with respect to any insurance carried by the Railroad. All waivers of subrogation **shall be indicated on the certificate of insurance.**

H. All policy(ies) required above (excluding Workers Compensation) shall provide severability of interests and shall name the Railroad as an additional insured. The coverage provided to the Railroad as additional insured shall provide coverage for the Railroad's negligence whether sole or partial, active or passive, and shall not be limited by the Contractor's liability under the indemnity provisions of this Agreement. **Severability of interest and naming the Railroad as additional insured shall be indicated on the certificate of insurance.**

I. Prior to commencing the Work, the Contractor shall furnish to the Railroad original certificate(s) of insurance evidencing the required coverage, endorsements, and amendments. The certificate(s) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify the Railroad in writing of any cancellation or material alteration. **Upon**

request from the Railroad, a certified duplicate original of any required policy shall be furnished.

- J.** Any insurance policy shall be written by a reputable insurance company acceptable to the Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the State of California.
- K.** The Contractor **WARRANTS** that this Agreement has been thoroughly reviewed by the Contractor's insurance agent(s)/broker(s), who have been instructed by the Contractor to procure the insurance coverage required by this Agreement and acknowledges that the Contractor's insurance coverage will be primary.
- L.** If the Contractor fails to procure and maintain insurance as required, the Railroad may elect to do so at the cost of the Contractor plus a 25% administration fee.
- M.** The fact that insurance is obtained by the Contractor the or Railroad on behalf of the Contractor shall not be deemed to release or diminish the liability of the Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by the Railroad shall not be limited by the amount of the required insurance coverage.

APPENDIX 1

CONTRACTOR'S ENDORSEMENT

A. As a condition to entering upon the Railroad's right-of-way to perform Work pursuant to this agreement, State's contractor, _____

(Name of Contractor)

whose address is _____,

(Contractor's Mailing Address)

(hereinafter "Contractor"), agrees to comply with and be bound by all the terms and provisions of the attached Caltrans Right of Entry Agreement that was signed by Union Pacific Railroad Company ("Railroad") and the State of California, Department of Transportation ("State") relating to the Work to be performed and the insurance requirements set forth in Exhibit B of the Right of Entry Agreement. The Contractor further acknowledges and agrees that the reference to Cal. Gov. Code §14662.5 in Sections 5.b) and 8.b) of Exhibit A to the Right of Entry Agreement does not apply to the Contractor and in no way limits the indemnities set forth in those provisions, to which the Contractor agrees to be bound.

B. Before the Contractor commences any Work, the Contractor will provide the Railroad with (i) a binder of insurance for the Railroad Protective Liability Insurance described in Section 13-2 of the Contract Special Provisions, hereto attached, and the original policy, or a certified duplicate original policy when available, and (ii) a certificate issued by its insurance carrier providing the other insurance coverage and endorsements required pursuant to Section 13-2 of the Contract Special Provisions.

C. All insurance correspondence, binders or originals shall be directed to:

Union Pacific Railroad Company
Attn: Real Estate Department
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179-1690
Attn.: Senior Manager - Contracts
Folder No. 2746-90

D. Please note that fiber optic cable may be buried on the Railroad's property. **Prior to commencing any work, the Contractor agrees to contact the Railroad's Telecommunications Operation Center as provided in Section 5 of Exhibit A of the Right of Entry Agreement to determine if any fiber optic cable is located on the Railroad's property on or near the location where the work is to be performed.** If there is, the Contractor must comply with the terms and conditions of Section 5 of Exhibit A before commencing any work on the Railroad's property.

E. **The Contractor agrees to also provide to the Railroad's Manager-Track Maintenance at (402) 501-3774 the advance notice required in Section 1 of Exhibit A of the Right of Entry Agreement prior to working on the Railroad's property in order for the Railroad to coordinate the Contractor's work with the Railroad's operations and to make arrangements for flagging protection (if applicable).**

This endorsement shall be completed and sent to the person named in Paragraph C above.

(Name of Contractor)

By _____

Title: _____

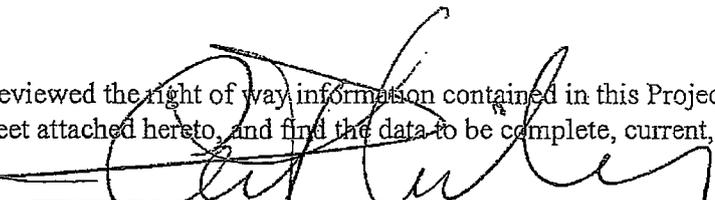
State Agreement No. 07R313
UPRR Folder No.: 2746-90
07-LA-EA 275704
UPRR Milepost 22.
San Pedro (PHL)
DOT 811431G

**PROJECT SCOPE SUMMARY REPORT
(STRUCTURE REHABILITATION)
To
Request Programming in the 2010 SHOPP
And
Provide Project Approval**

On State Route 103 (SR- 103)

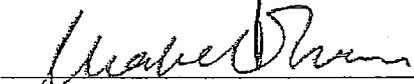
At Terminal Island UPRR Overhead

I have reviewed the right of way information contained in this Project Scope Summary Report and the R/W Data Sheet attached hereto, and find the data to be complete, current, and accurate



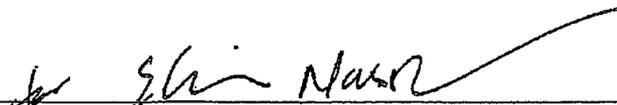
ANDREW P. NIERENBERG, DEPUTY DISTRICT DIRECTOR, RIGHT OF WAY

APPROVAL RECOMMENDED BY:

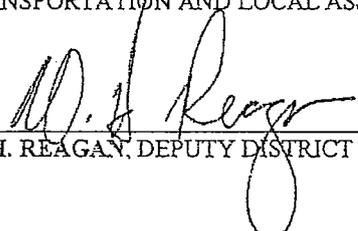


MABEL TRAN, PROJECT MANAGER

CONCURRED BY:

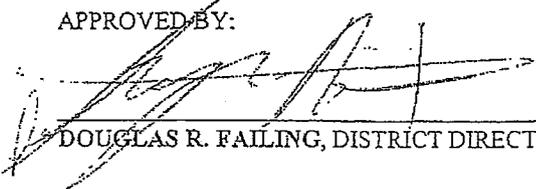


JAMES MCCARTHY, DEPUTY DISTRICT DIRECTOR, PLANNING,
PUBLIC TRANSPORTATION AND LOCAL ASSISTANCE



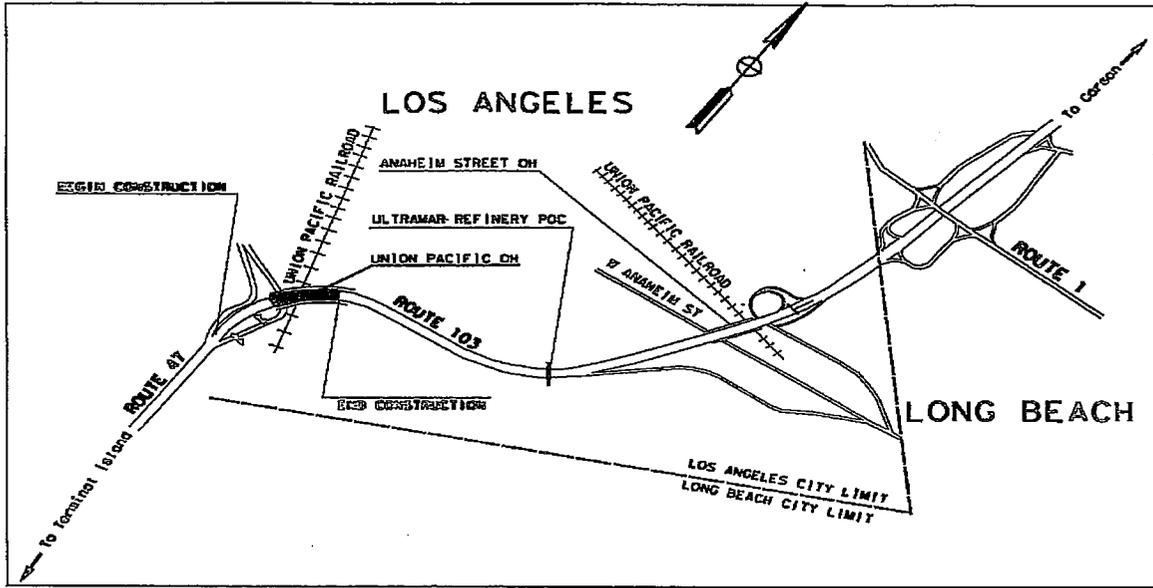
WILLIAM H. REAGAN, DEPUTY DISTRICT DIRECTOR - DESIGN

APPROVED BY:



DOUGLAS R. FAILING, DISTRICT DIRECTOR

8/17/09
Date



On State Route 103

At Terminal Island UPRR Overhead Bridge No. 53-2626

07-LA-103 PM 0.00/1.00
20.20.201.112
EA 27570K
August 2009

This Project Scope Summary Report (PSSR) has been prepared under the direction of the following registered civil engineer. The registered civil engineer attests to the technical information contained therein and has judged the qualifications of any technical specialists providing engineering data upon which recommendations, conclusions, and decisions are based.

Mohamed A. Ahmed

Registered Civil Engineer

7-31-2009

Date



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PROJECT SCOPE SUMMARY REPORT

STRUCTURE REHABILITATION

1. INTRODUCTION AND BACKGROUND

Brief Project Description:

Paint entire steel portion of structure of the bridge (53-2626) Union Pacific OH at PM 0.00 /1.00.

This Project Scope Summary Report –(PSSR) is being prepared to program, fund and schedule a structure rehabilitation project of a bridge (bridge # 53-2626 R & 53-2626 L) at the Union Pacific OH on SR-103. (See Attachment M). This project is in the rehabilitation program.

This project will be submitted in the 2010 State Highway Operation Protection Program (SHOPP) and will be funded from the Bridge Rehabilitation Program (201.110). The "proposed program year" is 2012/2013. The total project current cost is estimated approximately at \$ 6.10 million. The cost of the project in the "proposed program year" (2012/2013) is \$7.35 million. The escalation factor is 5% per year.

Project Limits (Dist., Co., Rte., PM)	07-LA- 103-PM 0.0/1.0
Capital Costs:	\$6,100,000
Right of way Costs:	NONE
Funding Source:	2010 SHOPP
Number of Alternatives	2
Recommended Alternative (for programming and scheduling):	A
Type of Facility (conventional, expressway, freeway):	Freeway
Number of Structures:	1
Anticipated Environmental Determination/Document	Categorical Exemption /Categorical Exclusion
Legal Description	None

2. RECOMMENDATION

Paint entire steel portion of structure of the bridge 53-2626.

3. PURPOSE AND NEED

a. Need:

Per Strain recommendation, the recent bridge report inspection identifies the need to paint steel portion of the bridge to offset rust and to delay and minimize major rehabilitation for the Union Pacific OH (53-2626).

The Bridge Inspection Report prepared by the Office of Structure Maintenance and Investigations, describes the paint for this bridge as being rusted between the cover plates and the bottom flanges of the exterior girders throughout the entire structure. The Office of Structure Maintenance and Investigations recommends that the caulking materials be used to stop the corrosion by spot blasting and overcoat paint of the entire bridge.

b. Purpose:

Painting the entire steel portion of the structure will improve the lifespan of this bridge.

4. EXISTING FACILITY, DEFICIENCIES AND TRAFFIC DATA

a. Roadway Geometric Information

	FACILITY (1)	Minimum	Through Traffic Lanes (2)			Paved Shoulder Width (3)		Median (4)	Shoulder is a Bicycle Lane (5)	Other Bicycle Lane Width (6)	Bicycle Route (7)	Facilities Adjacent to the Roadbed (8)
			No. of Lanes	Lane Width (ft)	Type (Flex, Rigid, or Composite)	Left (ft)	Right (ft)					
Existing	53-2626 (Bridge)	N/A	6	12	Rigid	1	1	1.25	N/A	N/A	N/A	N/A
Proposed	53-2626 (Bridge)	N/A	6	12	Rigid	1	1	1.25	N/A	N/A	N/A	N/A
	Min. 3R Stds.	N/A	N/A	12	N/A	1	1	1.25	N/A	N/A	N/A	N/A

b. Condition of Existing Facility (Repeat info for each homogeneous segment):
 (1) Pedestrian Facility Data

Facility Type and Location(s)	Meets ADA Standards?	If Facility does not meet ADA Standards, what feature(s) are not ADA compliant?	Status of Each Noncompliant Location
BR 53-2626 PM 0.00/1.00	N/A	There is no sidewalk.	N/A
Sidewalks: (List locations as appropriate)	N/A	N/A	N/A
Curb Ramps: (List locations as appropriate)	N/A	N/A	N/A
Crosswalks: (List locations as appropriate)	N/A	N/A	N/A
Driveways: (List locations as appropriate)	N/A	N/A	N/A
Shared bicycle/ Pedestrian path: (List locations as appropriate)	N/A	N/A	N/A
Others: (List locations as appropriate)	N/A	N/A	N/A

(2) Bicycle Path Data

Deficiency	Location (Station, post mile limits or other reference points)
N/A	N/A

c. Structures Information

Structure	Width Between Curbs (ft)			Replace Bridge Railings (Y or N)	Vertical Clearance (ft)			Work Identified In STRAIN (Y/N)	Replace Bridge Approach Rail (Y/N)	Replace Bridge Approach Slab	
	Exist	3R	Proposed		Exist	3R	Proposed			(Y/N)	(Y/N)
53-2626	90.03	N/A	90.03	N	N/A	N/A	N/A	Y	N	N	0

d. Vehicle Traffic Data

Present Year ADT 16,600

Construction Year ADT 17,800 vpd 10-Year ADT 19,700 vpd

DHV 2050 20-Year ADT 21,700 vpd

D 57.10% % Trucks 54.60%

*T. I. (10-Year) 14.0 ESAL (10-Year) 36,332,970

*T. I. (20-Year) 15.0 ESAL (20-Year) 72,665,940

- Must correlate with T.I. in Materials Report

Safety Field-Review _____

Latest 3-Year Accident Data:

Latest 3-Year Accident Data From 2005 to 2007

Structure/ Location	Actual Accident Rates* (Million Vehicle per Mile)			Statewide Average Rates* (Million Vehicle per Mile)		
	Fatal	F+I	Total	Fatal	F+I	Total
53-2626 N/B	0	0.11	0.78	0.004	0.14	0.44
53-2626 S/B	0	0.11	0.78	0.004	0.14	0.44

*Accident rates are accidents are MV or MVM

5. CORRIDOR AND SYSTEM COORDINATION:

The Transportation Concept Report (TCR) recommended maintaining the existing condition of which consist of 3 mixed flow lanes within the project limits.

The proposed paintings of steel portion of the structure (53-2626) do not contradict with the current corridor and system planning for SR 103/47 within the project limits. There is another separate project (EA 3Y9001) within this vicinity. The purpose of this project is to cold plane and overlay on the roadway only. There is no work on the bridge.

6. ALTERNATIVES:

A. Rehabilitation Strategy:

Paint the steel railing.

B. Design Exceptions:

Beyond the scope of this project.

C. Environmental Compliance:

A CE (Categorical Exemption/Categorical Exclusion) was approved on October 23, 2008.
(See Attachment F.)

A Natural Environmental Study (Minimal Impacts) was prepared on October 13, 2008 that concluded the project would have no impacts to biological resources. Appropriate special provisions to make sure impacts do not occur should be adhered to, as listed on the Continuation Sheet of the Categorical Exemption/Categorical Exclusion Determination Form.

Air Quality Analysis – The Air Quality Branch (AOB) has provided the following analysis: Per 40 CFR 93.126 published in the Federal Register (volume 69, page 40004) on July 1, 2004, table 2 allows certain projects to be exempt from all emissions analyses. The proposed project is listed in Table 2 under the subtitle “Safety” and classification “widening narrow pavements or reconstructing bridges (no additional travel lanes)”. Therefore, pursuant to 40 CFR 93.126, this project is deemed classified and is exempt from all emissions analyses.

The Transportation Project-Level Carbon Monoxide Protocol (published by Institute of Transportation Studies, University of California, Davis, Revised December 1997) indicates that a project-level air quality analysis is not required for projects exempt pursuant to 40 CFR 93.126; and is unlikely to result in an adverse impact to ambient CO. Although the project is located in a federal non-attainment area for PM₁₀ and PM_{2.5}, it is a type of project that is not anticipated to involve a significant number or result in an increase in number of diesel vehicles or increase in vehicle idling. The proposed project is therefore not expected to be of air quality concern and it is unlikely to result in adverse impacts to ambient PM₁₀ and PM_{2.5}.

The proposed project is not anticipated to result in no meaningful changes in traffic volumes, vehicle mix, location of the existing facility, or any other factors that would cause an increase in mobile source air toxics (MSAT) emissions impacts relative to the no-build alternative. An MSAT qualitative analysis for the proposed project is therefore deemed not necessary pursuant to the FHWA’s Interim Guidance on Air Toxic Analysis in NEPA Documents dated February 2006.

The proposed project is located within the boundaries of South Coast Air Quality Management District and will need to comply with the Fugitive Dust Implementation Rule 403 to mitigate temporary emissions. (See Attachment D)

D. Hazardous waste disposal site required? If yes, where are sites?

Hazardous waste disposal site by Caltrans will be required. Also removing paint to a Class 1 Waste Facility by the contractor to a site to be determined by the contractor during construction’s stage will be required. A lead compliance plan is required. As such there will be a \$10,000 Lump Sum (LS) for the preparation of a Lead Compliance Plan (LCP). There is a high potential that the existing paint on the bridge, contains elevated concentration of lead and other heavy metals that would classified the paint chips as a hazardous waste. A specialized Initial Site Assessment is necessary to evaluate the existence and extent of elevated concentrations of heavy metals in paint on the bridge.

(See Attachment J).

E. Other Agencies Involved (Permits/Approvals from Fish & Game, Corps of Engineers, Coastal Commission, etc.):

The Project falls within the jurisdiction of the Coastal Commission. Through coordination with Coastal Commission, it was determined that the proposed alternative would be exempt from obtaining coastal development permit. However, during construction temporary detours may affect traffic on local streets.

F. Materials and disposal site needs and availability?

The contractor will be responsible for collection, containment, and disposal of all waste produced from work done on this project, including potential hazardous waste, in compliance with applicable federal, state, and local waste laws/regulations.

G. Highway planting and irrigation:

Not applicable on this structure.

H. Roadside Design and Management:

Not applicable on this structure.

I. Storm Water Compliance:

A Storm Water Data Report has been approved for this PSSR.
(See Attachment K).

J. Right of Way Issues:

Not applicable, there is no Right of Way (R/W) issues because all the work proposed is on the bridge and no additional R/W is required.
(See Attachment E)

K. Railroad Involvement:

There is a railroad involvement in this project.

L. Salvaging and recycling of hardware and other non-renewable resources:

Hardware if any, shall be salvaged and put in Caltrans surplus storage for reuse by Maintenance – Special Crews.

M. Prolonged temporary ramp closures:

No prolonged temporary ramp closures are anticipated for this project. A Transportation Management Plan (TMP) Data Sheet for this project has been prepared and approved by District Traffic Manger. (See Attachment H).

N. Recycled Materials:

Any unused Materials shall be salvaged and put in Caltrans surplus storage for reuse by Maintenance – Special Crews.

O. Local and Regional Input:

Not applicable.

P. What are the consequences of not doing this entire project?

If nothing is done, the condition of the Bridge may continue to deteriorate.

Q. List all alternatives studied, cost, reasons not recommended, etc:

The only other Alternative besides painting the entire portion of the steel structure would be the No-Build Alternative. The No-Build Alternative would retain the existing portion of the steel structure and would require no capital expenditures except existing operational and maintenance costs.

7. TRANSPORTATION MANAGEMENT

A. Transportation management Plan

A Transportation Management Plan (TMP) Data Sheet for the project has been prepared and approved by the District Traffic Manager on 10/22/08 (See Attachment H).

B. Vehicle Detection Systems N/A

8. ENVIRONMENTAL DETERMINATION/DOCUMENT

A CE (Categorical Exemption/Categorical Exclusion) was approved on October 23, 2008. (See Attachment F).

9. FUNDING/SCHEDULING

This project will be submitted in the 2010 State Highway Operation protection Program. The current cost for the project as of July 2009 is \$6.10 Million. The cost of the project in the "proposed program year" (2012/2013) is \$7.35 million. The escalation factor is 5% per year.

A. Cost Estimate:

BRIDGE NAME	STRUCTURE	ROADWAY	SUBTOTAL
Union Pacific OC (Bridge No. 53-2626 R & Bridge No. 53-2626 L)	\$ 4,400,000	\$ 1,688,800	\$ 6,088,800
	USE		\$ 6,100,000

STRAIN and other Structural Work (by Structure)	Yes/No	Cost
(A) Replace	No	
(B) Rehab	No	
(a) Deck		
(b) Superstructure		
(c) Substructure		
(d) Joints		
(e) Bearings		
(f) Other		
(C) Scour Correction	No	
(D) Painting	Yes	<u>\$4,400,000</u>
(E) Widening	No	
(F) Rail Replacement (without Widening)	No	
(G) Strengthen	No	
(H) Seismic Retrofit	No	
(I) Vertical Clearance Adjustment	No	
(J) Drainage Rehab	No	
(k) Other**	No	

STRUCTURE COSTS SUBTOTALS

District Work

(A) Traffic Control	<u>\$300,000</u>
(B) Pavement (include remove and replace)	_____
(C) Bridge Approach Slab	_____
(D) Bridge Approach Guardrail	_____
(E) Drainage Adjustment and Rehab	_____
(F) Rock Slope Protection	_____
(G) Utility Relocation	_____
(H) Railroad Agreements	_____
(I) Right of Way	_____
(J) Environmental Compliance	_____
(K) Stormwater Compliance	<u>\$150,000</u>
(L) Roadside Management	_____

Gore Area Pavement	_____
Pavement beyond Gore Area	_____
Miscellaneous Paving	_____
Maintenance Vehicle Pull outs	_____
Off-Freeway Access (gates, stairways, etc.)	_____
Roadside Facilities	_____
(M) Other (i.e., Hazardous Waste Compliance, etc.)**	<u>\$23,900</u>
RE Office	<u>\$200,000</u>
DISTRICT COSTS SUBTOTALS	<u>\$674,000</u>
SUM OF SUBTOTALS	<u>\$5,074,000</u>
20% Contingency	<u>\$1,014,800</u>
TOTAL PROJECT COST	<u>\$6,100,000</u>

B. PROJECT SUPPORT

	PROJECT SUPPORT COMPONENTS								TOTAL
	PA&ED 0 Phase		Design 1 Phase		Right of Way 2 Phase		Construction 3 Phase		
	Dist	DES	Dist	DES	DES PY's		DES PY's		
Estimated PY's			2.00	2.00	0.30		2.20	2.20	8.70
Estimated PS \$'s			360	360	54		396	396	1566
Estimated PYE \$'s (\$1000's)									
TOTAL \$'s	0.00	0.00	360	360	54	0.00	396	396	1566

C. PROJECT SCHEDULE (MAJOR MILESTONES)

Table 1 - Tentative Delivery Schedule

Milestone	Schedule
PID	07-15-2009
PR	09-01-2010
R/W Certification	11-27-2013
PS&E	09-15-2013
Ready to List (RTL) Date	01-07-2014
ADV	04-17-2014
Construction Start	07-27-2014

For project schedule, see attachment I.

10. FEDERAL COORDINATION

This project is determined to be a "Delegated Project" and is Administered per the Project Responsibilities in Appendix B of the FHWA Stewardship.

11. SCOPING TEAM FIELD REVIEW ATTENDANCE ROSTER:

A field review of the project scope was conducted on November 19, 2008 by the following; Program Advisor, bridge inspector, and representatives from Project Studies and Traffic Investigations. (See Attachment L – Scoping Team Field Review attendance record).

PROJECT FIELD REVIEWS

Project Quality Review Meeting for PSSR has been held on the date shown below and reviewed by:

Paul Stevens _____ Date 11-19-08

John Rogers _____ Date 11-19-08

Mariano Pontillas _____ Date 11-19-08
 Mathew Monajemi _____ Date 11-19-08
 Nicholas Flores _____ Date 11-19-08
 Emmanuel Nwazota _____ Date 11-19-08

Project Reviewed by:
 District Maintenance Paul Stevens Date 11-19-08
 District Safety Yunus Ghausi Date 06-16-09
 HQ Division of Design Date
 HQ Program Advisor Date
 FHWA Date
 Others Quality Review and Risk Management Meeting Date 06-16-09

* See Attachment N for Quality Review Roster

PROJECT PERSONNEL/DISTRICT CONTACT

Caltrans

Name	Organization/Branch	Phone
Elaheh Yadegar	Chief, Office of Project & Special Studies	(213) 897-9635
John C Rogers	HQ – Office of Structure (Bridge)	(916) 227-8627
Mabel Tran	Project Manager, Office of Project Management	(213) 897-8091
Mohamed Ahmed	Senior, Office of Project & Special Studies	(213) 897-5975
Yunus Ghausi	Senior, Traffic Investigation	(213) 897-0560
Karl Price	Senior, Environmental Planning	(213) 897-1839
Emmanuel Nwazota	Project Engineer, Office of Project & Special Studies)	(213) 897-0100

12. LIST OF ATTACHMENTS

- A. Location Map
- B. Bridge Structure Plan Layout And Cross-Section And Clearance Diagram
- C. E-MAIL FROM HEADQUARTERS
- D. Air Quality Review
- E. Right-of-Way Data Sheet
- F. Categorical Exemption / Exclusion
- G. TASAS Report
- H. Transportation Management Plan (TMP) Data Sheet
- I. Project Schedule/Funding
- J. Preliminary Hazardous Waste Research
- K. Storm Water Data Report
- L. Scoping Team Field Review
- M. STRAIN Reports
- N. Quality Review Roster

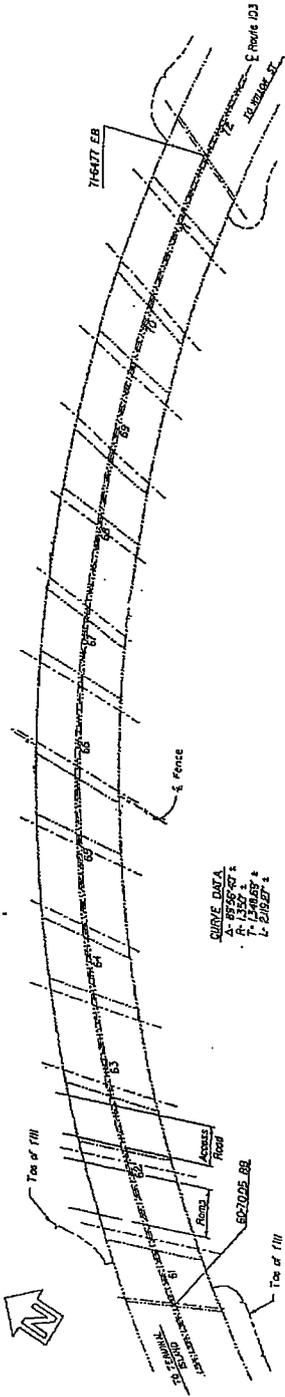
Attachment B

Bridge Structure Plan Layout/X-Section

07 LA 103 0.00/1.00 1 2
 REGISTERED CIVIL ENGINEER DATE
 STATE OF CALIFORNIA
 PROFESSIONAL SEAL
 CIVIL ENGINEER
 LICENSE NO. 103
 EXPIRES 07/01/00
 ADDRESS: 1001 S. G ST. LOS ANGELES, CA 90015
 PHONE: (213) 475-1111
 FAX: (213) 475-1112

TERMINAL ISLAND UPRR OVERHEAD

53-2626



CURVE DATA
 1. 6855567
 2. 71336
 3. 210227

ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE SHOWN
LAYOUT PLAN
 NO SCALE

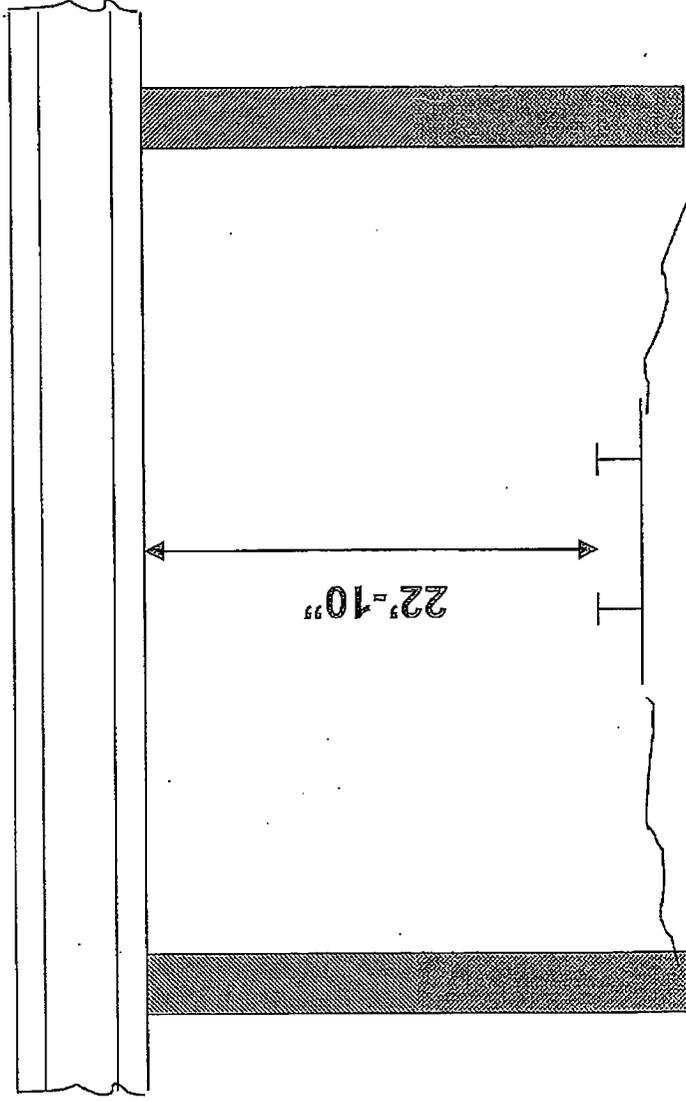
00-00-00
 THE PLANS - 11/14/86
 DATE PLOTTED - 11/14/86

CU 01186 EA 21570K

FOR REPRODUCED PLANS ORIGINAL SCALE IS IN MILLIMETERS
 1" = 20' 0"

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION	PROJECT ENGINEER	E. NMAZOTA	CHECKED BY	E. NMAZOTA	DATE REVISIED BY	7/09	DATE REVISIED	7/09
PROJECT STUDIES	DESIGNED BY	E. NMAZOTA	CALCULATED/					

CLEARANCE DIAGRAM



SP RR TRACK- LOOKING WESTERLY

SPAN 7

Br. NO. 53-2626
Bridge Name: Union Pacific OH
Location: 07-LA-103-0.07-LA
BY: E. Nwazota
Date: 12-18-2008

Attachment C

E-MAIL FROM HEADQUARTERS



John C
Rogers/HQ/Caltrans/CAGov
01/28/2009 10:50 AM

To Emmanuel Nwazota/D07/Caltrans/CAGov@DOT
cc
bcc
Subject Re: Fw: Bridge Painting Containment Photos for Rte 103
(EA 27570K)

Hi Emmanuel,

Thanks very much for your email and the opportunity to increase the painting cost for the project. I made a huge error in my painting cost estimate noted in my email of 12/23/08. My corrected paint estimate is noted below:

Corrected Painting Estimate

The bridge contains 126,600 square feet of bridge paint area. The cost to accomplish the full removal of the existing paint system and repaint work is approximately \$30 per square foot of paint area.

Thus, the painting cost estimate is 126,600 sq feet x \$35/per sq foot = \$4.4 million

Secondly, I have not answered R/W's questions yet. I have a few questions for you before I respond back to R/w.
I will call you in a few minutes.

Thanks and I hope that all is well with you.

John
(916) 227-8627

Emmanuel Nwazota/D07/Caltrans/CAGov

Emmanuel
Nwazota/D07/Caltrans/CAGov
v
01/28/2009 10:11 AM

To John C Rogers/HQ/Caltrans/CAGov@DOT
cc
Subject Fw: Bridge Painting Containment Photos for Rte 103 (EA 27570K)

John,

I sent this request last week, hopefully you have answered the R/W dept. questions. I presumed that your explanations to R/W would be of great help to them. However, I would like to ask you if you are comfortable with the quote of 1.3 million dollars you gave us on this project, because, you can increase this cost if you are not comfortable with that amount. This project is shopp program and it is in its PID stages. As economy goes up and inflation matters, we do not want to underestimate this project. Looking forward to hearing from you soonest.

Many Thanks and Regards

Emmanuel

Attachment D

AIR Quality review

M e m o r a n d u m

*Flex your power!
Be energy efficient!*

To: Mohamed Ahmed, Senior Transportation Engineer
Office of Project Studies

Date: October 24, 2008

Attn: Emmanuel Nwazota
Office of Project Studies

File: 07-LA-103-PM 0.00/1.00
At Union Pacific OH
Paint Bridge to Offset Rust

EA: 07-335-27570

From: DEPARTMENT OF TRANSPORTATION
OEECS - AIR QUALITY BRANCH, MS-16

Subject: *Air quality review and issuance of exemption from project-level conformity requirements*

This memorandum has been prepared in response to your request dated October 2, 2008, for air quality review of the above referenced project. All work will be done within State right-of way. The scope of work for the proposed project includes the following:

- From PM 0.00 to 1.00: Paint entire steel portion of structure in the City of Los Angeles Bridge #53-2626; and
- Repair the 510mm L x 306mm W PCC soffit spall on span #2, Bay #3.

The Office of Environmental Engineering and Corridor Studies (OEECS), Air Quality Branch (AQB) has completed the review and provides the comments below.

Per 40 CFR 93.126 published in the Federal Register (volume 69, page 40004) on July 1, 2004, Table 2 allows certain projects to be exempt from all emissions analyses. The proposed project is listed in Table 2 under the subtitle "Safety" and classification "reconstructing bridges (no additional travel lanes)." Therefore, pursuant to 40 CFR 93.126, this project is deemed classified and is exempt from the requirement to determine conformity.

The *Transportation Project-Level Carbon Monoxide Protocol* (published by Institute of Transportation Studies, University of California, Davis, Revised December 1997) indicates that a project-level air quality analysis is not required for projects exempt pursuant to 40 CFR 93.126; and is unlikely to result in an adverse impact to ambient CO.

Although the project is located in a federal non-attainment area for PM₁₀ and PM_{2.5}, it is exempt per 40 CFR 93.126, and it is a type of project that is not anticipated to involve a significant number or to result in an increase in number of diesel vehicles or increase in vehicle idling. The proposed project is expected to have a neutral influence on PM₁₀ and PM_{2.5} emissions. Thus the project is not anticipated to be of air quality concern and it is unlikely to result in adverse impacts to ambient PM₁₀ and PM_{2.5}.

EA 07-27570
Air Quality Review
October 24, 2008
Page 2

The proposed project is not anticipated to result in any meaningful changes to traffic volumes, vehicle mix, location of the existing facility, or any other factors that would cause an increase in emissions impacts relative to the no-build alternative. A qualitative MSAT analysis for the proposed project is therefore deemed not necessary pursuant to the FHWA's *Interim Guidance on Air Toxics Analysis in NEPA Documents* dated February 2006.

The proposed project is located within the boundaries of South Coast Air Quality Management District and will need to comply with the Fugitive Dust Implementation Rule 403 to mitigate temporary emissions during construction of the project, if applicable.

It is requested that the AQB be informed of any changes to the proposed scope or the class of action determined for the project. Such changes may require update or reassessment of air quality issues for the proposed project.

If you have any questions, please contact me at (213) 897-6117 or Md Shaheed at (213) 897-0458.

/s/ Andrew Yoon

Andrew Yoon, STE
Air Quality Branch
Office of Environmental Engineering and Corridor Studies

Memorandum

*Flex your power!
Be energy efficient!*

**To: Mohamed Ahmed,
Senior Transportation Engineer
Office of Project Studies**

Date: October 2, 2008

**File: 07-LA-103
Preventive
Maintenance Project
PM 0.0/1.0
EA 27570K**

**From: Jin S. Lee,
Branch Chief/ Senior Transportation Engineer
Noise & Vibration Branch**

Subject: Request for Noise Study Report

Per your request of September 29, 2008, the Noise and Vibration Branch has reviewed the information provided for the above referenced project and the following is our determination.

According to the Caltrans Traffic Noise Protocol (TNAP), this project is not considered a Type I project and it is not expected to raise traffic noise. Therefore, a formal noise study is not required for this project.

If you have any questions regarding this review, please contact me at (213) 897-3312 or Hamid Sarraf at (213) 897-7410.



**Jin S. Lee, P.E., P.M.P.
Noise & Vibration Branch
Office of Environmental Engineering & Corridor Studies
Division of Planning, Public Transportation, and Local Assistance**

Attachment E

Right-of-Way Data Sheet

TO Mohamed Ahmed
 ATTN 12-136
 PHONE (213) 897-0100
 SENIOR R/W P&M
 ROUTE 103
 PM_KM 0.00/1.00
 EA 27570K

R/W DATA SHEET

Date of Data Sheet 5/12/2009

ID NO
1534

WBS
 REVISED
 UPDATED
 PROJ_DESC 07-LA-103 PM 0.00/1.00
 Union Pacific OH- Bridge 53-2626

ALT

This cost estimate is pursuant to the following statements which are based on information provided by Mohamed Ahmed.

This cost estimate is valid for the above scoping report only. This is an estimate only and not an appraisal. It may be based on worse case scenarios. The estimate is subject to change and revision.

The mapping did not provide sufficient nor adequate detail to determine the limits of the Right of Way required and effects on the improvements.

The transportation facilities have not been sufficiently designed for our estimator to determine the damages to any of the remainder parcels affected by the project.

Residential displacement is not involved.

Railroad facilities or R.R. Right of Way are affected.

Right of Way work will be performed by Caltrans staff.

It is not known at this time if major items of Construction Contract Work is anticipated.

No material borrow and/or disposal sites are not required.

There are no potential relinquishments and/or abandonments.

Hazardous waste parcels are not evident

Time constraints precluded a detailed cost estimate.

The time schedule provided by the requesting party allowed for a field inspection.

RW COST ESTIMATE

	CURRENT VALUE	ESCALATED VALUE
R/w acq.(incl.contingency G.w-condem.-adm.s'fl.)Permits	NONE	NONE
Clearance	NONE	NONE
RAP (cont rate.)	NONE	NONE
Escrow costs (cont rate.)	NONE	NONE
Utility relocation costs	NONE	NONE
Estimate of Reimbursed Appraisal Fee	NONE	NONE
Total estimated cost	NONE	NONE

ESCALATION RATE RW .07
 ESCALATION RATE Utilities
 CERT.DATE 10/30/08

According to Mohamed Ahmed, no RW is required for this job.

RR INFORMATION

Are RR affected yes

Describe affected RR UPRR & Pacific Harbor Line RR

WHEN BRANCH LINES OR SPURS ARE AFFECTED, WOULD ACQUISITION AND OR PAYMENT OF DAMAGES TO BUSINESSES AND OR INDUSTRIES SERVED BY THE RAILROAD FACILITY BE MORE COST EFFECTIVE THAN SERVICE CONTRACTS, OR GRADE SEPARATIONS REQUIRING CONSTRUCTION AND MAINTENANCE AGREEMENTS INVOLVED? ?

Explain Branch lines

DISCUSS TYPES OF AGREEMENTS AND RIGHTS REQUIRED FROM THE RAILROADS. ARE GRADE XING REQUIRING SERVICE CONTRACTS, OR GRADE SEPARATIONS REQUIRING CONSTRUCTION AND MAINTENANCE AGREEMENTS INVOLVED.

ESTIMATED COST TO THE STATE FOR ALL R.R. INVOLVEMENTS. ?

		<u>DATE</u>
Right of Way Estimate prepared by	<u>Steve Flores</u>	<u>12/22/08</u>
Railroad Estimate prepared by	<u>Edward Francis</u>	<u>1/26/09</u>
Utilities Estimate prepared by	<u>Mark Lyles</u>	<u>12/30/08</u>

I have personally reviewed this R/W Data Sheet and all supporting information I certify that the probable highest and best use estimated values and assumptions are reasonable and proper subject to the limiting conditions set forth and I find this Data Sheet complete and current.

This Data Sheet is not to be signed by Chief unless accompanied by final scoping report (PR, PSR, PSSR) for review and/or signature.

CHIEF

David Sturdevant

8-3-09

Memorandum

To: Mohamed Ahmed, STE
Office of Project and Special Studies

Date: 1/6/09
File: 07 - LA - 103
PM 0.0/1.0
Structure Rehabilitation on Union
Pacific OH Bridge
EA# 27570K

Attn: Emmanuel Nwazota
Project Engineer

From: Karl Price
Coastal, Harbor and Desert Areas Branch

Subject: Preliminary Environmental Assessment for Project Scope Summary Report (PSSR)

The California Department of Transportation is proposing to start a structure rehabilitation project on Route 103 in the City of Los Angeles. The project will start on State Route 103 at PM 0.0 near the Anaheim St. off-ramp and end about 0.1 miles south of the West B Street under crossing at PM 1.0. The project will take place in both the northbound and southbound directions of the freeway. The main extent of work will be to rehabilitate the Union Pacific OH Bridge (Bridge No. 53-2626). As needed, items set for rehabilitation include repairing and painting railings on the bridge to prevent rust, and the repairing of spalls that have exposed rebar on the bridge deck. The proposed improvements will improve structural integrity and deteriorating conditions from heavy truck usage going through the Port area. Additional work may include repairing and/or replacement of joint seals that have deteriorated on the roadway. No clearing and grubbing will be required. All work will be done within the state's existing right of way.

The Division of Environmental Planning has evaluated the proposed build alternative for rehabilitation. Biological, Cultural, and Hazardous Waste studies were conducted in determining the overall environmental impacts of the proposed build alternative. Based on the recommendations of technical studies, the Division concluded the project would be classified as a Categorical Exemption/Categorical Exclusion under CEQA and NEPA regulations.

A Natural Environmental Study (Minimal Impacts) was prepared on October 13, 2008 by Paul Caron, which concluded the project would have no impacts to biological resources. No permits for Biological resources will be required for the proposed alternative. Appropriate special provisions to make sure impacts do not occur should be adhered to, as listed on the Continuation Sheet of the Categorical Exemption/Categorical Exclusion Determination Form.

A Section 106 Compliance - Screened Undertaking per 2004 Programmatic Agreement was conducted by Gary Iverson on September 10th, 2008 to determine if the proposed alternative would have any impact to cultural resources. The determination concluded that there was zero possibility of any cultural resource eligible for or listed on the National Register of Historic Places or the California Register of Historical Resources being affected by the proposed project. No permits for cultural resources will be required for the proposed alternative.

State of California

Business, Transportation and Housing Agency

A Preliminary Hazardous Waste Assessment was approved by Steve Chan on October 21st, 2008. The Assessment identified the potential for high levels of concentrated lead in the paint that currently exists on the bridge. Removing the lead paint from the bridge will create a health exposure risk to workers and the public surrounding the project area. Based on the Office of Environmental Engineering and Corridor Studies recommendations, four avoidance and minimization measures will need to be implemented to avoid any potential lead-contamination risk. These measures include the preparation of:

1. A Paint Survey Work Plan
2. A Site-Specific Health and Safety Plan
3. A Paint Survey Report
4. A Lead Compliance Plan (LCP)

For additional details of the measures referenced above, please refer to the Categorical Exemption/Categorical Exclusion Determination Form Continuation Sheet and the Preliminary Hazardous Waste Assessment Memorandum dated October 21, 2008 from Steve Chan.

A coastal resource evaluation was also conducted by Nicholas Cormier to anticipate the need for a Coastal Development Permit to comply with California Coastal Act of 1976. Through coordination with the Coastal Commission, it was determined that the proposed alternative would be exempt from obtaining a Coastal Development Permit. Any change in the proposed project would need to be re-evaluated by the Coastal Commission to determine if the Exempt status would still apply. The Exemption Notice can be obtained upon request to the Division of Environmental Planning.

Based on these determinations from each specialist's studies and applicable NEPA and CEQA regulations, it was determined that this project would be a Categorical Exemption/Categorical Exclusion. This document has already been provided for your records, and will serve as the Environmental Document during the PA&ED phase.

If you have any further questions, please contact Nicholas Cormier of my staff at (213) 897-2045.

Sincerely,

Karl Price
Karl Price
Branch Chief
Coastal, Harbor and Desert Areas
Division of Environmental Planning
Caltrans, District 7

ACCESS AGREEMENT

(Between Valero and Caltrans for Valero Wilmington Refinery)

This Access Agreement (“*Agreement*”) is entered into by and between Ultramar Inc. DBA Valero Wilmington Refinery (“**Valero**”) and State of California Department of Transportation (“**Caltrans**”), as of this 24th day of March, 2014 (the “*Effective Date*”). Valero and Caltrans may be referred to individually as a “*Party*,” and collectively referred to as the “*Parties*.”

WHEREAS, Caltrans seeks to inspect, maintain and re-paint entire steel portion of the bridge structure (Caltrans’ bridge number 53-2626) at Union Pacific overhead that runs above, through or across the surface or subsurface of a portion of land (the “*Property*”), located at the Valero Wilmington Refinery (“**Refinery**”). The Property is depicted on Exhibit A which is incorporated herein by reference and is identified by Caltrans as parcel numbers 80291-1 and 80291-2;

WHEREAS, inspection, maintenance and re-painting is required to ensure the integrity of the bridge structure and to comply with regulations and law, including but not limited to those set forth by the State of California’s Department of Transportation and the United States Department of Transportation’s Pipeline and Hazardous Material Safety Administration;

WHEREAS, Caltrans seeks access to enter the Property on behalf of itself, its agents and contractors (“the **Contractor**”), and Valero desires to grant such access to the Property to Caltrans and Contractor under the terms and conditions set forth in this Agreement in order for Contractor to conduct the scope of work set forth in Caltrans’ Plans attached hereto as Exhibit B (hereinafter collectively referred to as the “*Operations*”), which may be modified when needed and Caltrans will provide notice of modifications to Valero; and

WHEREAS, Caltrans has agreed to be solely responsible for the costs of the Operations and to comply with Refinery Safety and ingress and egress requirements;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Incorporation of Recitals and Term. The foregoing recitals are true and correct, and are incorporated herein for all purposes including contractual obligations. This Access Agreement shall be effective as of the Effective Date and shall expire October 31, 2016. Caltrans may extend this Agreement for one (1) 6-month period by supplying Valero with 30 days prior written Notice of its option to extend.

2. Cost. Caltrans hereby agrees to be responsible for all costs associated with the Operations, indemnities and other obligations identified in this Agreement whether performed by Caltrans, Contractor or any of their respective representatives, agents or invitees which may include but not be limited to, all work, performance of any actions, actions that go beyond the scope of the Operation, or any act attributable to the presence of anyone on the Property entering under this Access Agreement. In addition, Caltrans shall pay Valero \$200 for each "working day," which shall be described as each day any Caltrans representative or contractor accesses the Property in connection with the Operations. At the said rate, the State shall pay Valero the sum of fifty-six thousand four-hundred dollars (\$56,400.00) for the project duration of two-hundred and eighty-two (282) working days. It is understood and agreed that the amount payable above is compensation for Caltrans' limited and non-exclusive use of and access to the Property. If in the event Caltrans exercises its option to extend the terms of this Agreement as described in paragraph 1 above, OR Caltrans exceeds the initial (282) working days paid for in the initial sum, the State shall pay Valero for the extended working days at the daily rate of two-hundred dollars (\$200.00). Valero shall invoice Caltrans not more often than monthly, and no later than six (6) months after the Operations have been completed. Caltrans shall pay Valero within 90 days of receipt of invoice. Caltrans' access to the Property shall be recorded by Valero or its representative at Valero's Security post at the refinery entry point designated in this Agreement and shall comply with the requirements set forth in paragraph 3 below.

3. Site Access. Valero hereby grants to Caltrans and its affiliates and their respective officers, directors, shareholders, partners, agents, employees, representatives, successors and assigns, including but not limited to, Caltrans' Contractor, the right to access the Property for the sole purpose of installing, repairing, operating, maintaining, inspecting, monitoring and removing equipment, materials and facilities (collectively referred to as "**Equipment**") in compliance with the Operations authorized under this Agreement. Valero hereby warrants that it is the owner of the Property and that it has the authority to grant Caltrans access to the Property. Access to the Refinery shall be granted through the guard station located at **Post 2** only. Unless and to the extent required by the work, Caltrans shall not interfere with or obstruct Valero operations. Except to the extent required by the work, Caltrans will use its best efforts not to damage the Property and not to interfere with any ongoing business being conducted on the Property. The Operations will be limited to the extent necessary for completing the Operations. Valero shall be named as an additional insured on Caltrans' and Caltrans' Contractor's insurance certificates related to their respective policies relating to the Operations. Exhibit C is incorporated herein by reference and contains the insurance requirements. Caltrans and its Contractor shall provide written evidence of the foregoing insurance to Valero prior to entering the Property. Caltrans and its Contractor will notify Valero before entering the Property to conduct the Operations. When the Operations are complete, Caltrans and its Contractor shall, within 30 days, (i) remove, or cause to be removed, all Equipment and (ii) restore the Property to as near its original condition before the Operations began to the extent reasonably practicable, subject to ordinary wear and tear.

4. Special Requirements. It is understood and agreed between the Parties hereto, that:

a. Staging. No Staging will take place on the access road as described in Exhibit A.

b. Equipment. Equipment staging will take place under two bays of the bridge at one time, unless otherwise required for Operations. Caltrans or Contractor shall provide Valero with 14 days notice to request clearance of each additional bridge bay required for Operations. Valero will ensure required bridge bays are cleared for contractors prior to start of work.

- c. Parking.* Caltrans' and Contractor's vehicles are required to park in a lot outside the Refinery. Equipment vehicles required by the Contractor will be exempt from this requirement, and will be allowed access to park within the designated staging bays only.
- d. Location of access point.* Access into the Refinery by Caltrans and Contractor will only be allowed by entering through the guard station located at **Post 2** and utilizing the main access road from Post 2 to the bay area under the bridge.
- e. Block-out dates.* During Valero's scheduled Refinery maintenance periods scheduled from January 1, 2015 through February 7, 2015, and November 1, 2015 through December 28 2015, Caltrans and Contractor must suspend its Operations. If Valero will require a schedule change to any block-out period, Valero will notify Caltrans and Contractors at least 30-days prior to the first day of the period to be rescheduled. If Valero completes Refinery maintenance during any block-out period prior to its scheduled end date, respectively, February 7, 2015 and December 28, 2015, Valero will notify Caltrans and Contractor that Operations may begin upon earlier date indicated by Valero.

5. Compliance with Laws and Safety and Security Precautions. Caltrans and its Contractor shall complete all work in accordance with the requirements and satisfaction and, in compliance with all applicable federal, state and local laws, including all environmental and safety laws. Caltrans and its Contractor will take all necessary safety and security precautions in connection with the Operations. Should Valero or Caltrans have any safety requirements other than those required by law, those concerns shall be provided to other Party before Operations commence or as soon as the concern is known. Any person entering the Refinery must attend and pass the Refinery's Safety program.

6. Mechanic's Liens. Caltrans and its Contractor shall keep the Property free from any mechanic's liens arising out of any work performed or materials furnished. In the event a mechanic's lien is placed on the Property due to Caltrans's Operation or work at the Property, Valero may remove such lien at Caltrans's sole expense, including payment for reasonable costs and attorneys' fees.

7. Indemnification. Caltrans shall DEFEND (with counsel selected by Valero), INDEMNIFY and HOLD HARMLESS Valero and its heirs, successors and assigns from and against any and all liabilities, obligations, losses, damages, punitive damages, penalties, fines, claims, actions, suits, costs, taxes and expenses (including, but not limited to, all reasonable attorneys' fees and costs), arising from any acts, omission, negligence, violation of law, or willful misconduct of Caltrans or its agents on or about the Property or in conducting the Operations.. The obligations of Caltrans under this Paragraph 8 shall survive the expiration or earlier termination of this Agreement.
8. Attorneys' Fees. Should any litigation commence between the Parties concerning the rights and duties arising out of this Agreement, the prevailing party in such litigation shall be entitled, in addition to such other relief as may be granted in the litigation, to a reasonable sum as and for its costs and attorneys' fees.
9. No Admission of Liability. In conducting the Operations, none of the Parties admit liability for the presence, if any, of hydrocarbons or any other environmental contamination on or under or associated with the Property.
10. Miscellaneous.
- a. Headings. The heading of the paragraphs and subparagraphs of this Agreement are for convenience only and do not in any way limit, amplify or otherwise affect the covenants and agreements contained in this Agreement.
 - b. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.
 - c. Authority. Each party acknowledges that it has had the opportunity to be represented by counsel of its choice in connection with the negotiation of this Agreement and that it has read and fully understands the importance of this Agreement and, as such, each party hereby waives the application of any rule which would require that any ambiguities in this Agreement be construed against the party who drafted it or in favor of the party who

did not draft it. Further, each person executing this instrument represents that he or she has been duly authorized to do so by all requisite action on the part of the party on whose behalf he or she is signing, and that in so doing, he or she shall bind such party to all of the terms, provisions, conditions and covenants hereof.

- d. Savings Clause. If one or more provisions of this Agreement is held unenforceable, invalid, or illegal in any respect, such unenforceability, invalidity, or illegality will not affect any other provision of this Agreement, which will be construed as if such unenforceable, invalid, or illegal provision had never been a part hereof.
- e. Governing Law. This Agreement shall be governed and interpreted in accordance with the laws of the state of California. Jurisdiction shall be solely with a court located in Los Angeles County.
- f. Non-Waiver of Rights to Seek Recovery of Costs. Nothing herein shall operate as waiver of, or shall otherwise preclude, the right of any Party to seek to recover any amounts allowed by law from any other Party hereto.
- g. Entire Agreement. This Agreement contains the entire agreement and understanding concerning the subject matter hereof among the Parties hereto, and shall supersede and replace all prior negotiations, agreements, and proposed agreements, written or oral, concerning the subject matter hereof.
- h. No Representations. Each Party hereto recognizes that, except as expressly specified herein, no other Party, or agent or attorney of any other Party has made any promise, representation, warranty, express or implied, concerning the subject matter hereof.
- i. Notices. Notices shall be given as follows:
 - a. to CALTRANS:
State of California
Department of Transportation
100 S. Main Street
Los Angeles, CA 90012
Attn: Andrew P. Nierenberg, Deputy District Director
Telephone: (213) 897-1901
Email: andrew.p.nierenberg@dot.ca.gov

b. to Valero:

Ultramar Inc.
2402 E Anaheim Street
Wilmington, CA 90744
Attn: Steve Faichney, Director of Public and Government Affairs
Telephone: (562) 491-6621
Email: steve.faichney@valero.com

11. Amendments. This Agreement may only be amended in writing and signed by all Parties.

EXECUTED to be effective as of the Effective Date.

<p>Ultramar Inc. dba Valero Wilmington Refinery</p> <p>By: <u>Mark D. Phair</u></p> <p>Mark D. Phair Vice President and General Manager</p>	<p>State of California Department of Transportation</p> <p>By: <u>Andrew P. Nierenberg</u></p> <p>Andrew P. Nierenberg Deputy District Director Division of Right of Way Department of Transportation Caltrans District 7</p>
---	---

ROA

EXHIBIT A

Right of Way Appraisal Map

NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness or digital nature of this map.

NOTE:
 NO FIELD WORK OR DOCUMENT RESEARCH WERE PERFORMED.
 LOT LINES SHOWN HERE WERE PROVIDED BY DESIGN BRANCH A (PROJECT ENGINEER ESTABLISHED THE LINES BY USING GIS AND AS-BUILT.)
 INFORMATION ON THIS SHEET SHALL NOT BE USED FOR ANY DESIGN AND/OR ANY BOUNDARY SURVEY.

AREA=1,280.50 FT



STATE OF CALIFORNIA
 BUSINESS, TRANSPORTATION AND HOUSING AGENCY
 DEPARTMENT OF TRANSPORTATION
**RIGHT OF WAY
 APPRAISAL MAP**
 MAP NO. P2-3231-A1
 FOR MAPS P2-3231 INFORMATION SEE
 MAPS P2-3231

TO DESIGN: 2/21/13 DATE: 2/21/13
 DISTRICT COUNTY/ROUTE SHEET NO. SHEET NO. TOTAL SHEETS
 DT LA TDS 1,2 1 1

FEET 0

NOTES
 1. THIS MAP IS A PRELIMINARY APPRAISAL MAP AND IS NOT TO BE USED FOR ANY DESIGN AND/OR ANY BOUNDARY SURVEY.
 2. THE DESIGN BRANCH A (PROJECT ENGINEER) HAS PROVIDED THE LOT LINES SHOWN ON THIS MAP.
 3. ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED.

LEGEND
 - - - - - Access Easement
 - - - - - Existing Gas Superstation
 - - - - - Existing Water Right (by
 - - - - - Right of Way)
 - - - - - Right of Way
 - - - - - Right of Way
 - - - - - Right of Way

PARCEL #	GRANTOR	AREAS (EQUIV. FEET OF GR. NOTED)	REMARKS
TOTAL	REQUIRED @ DUT	EXCESS @ DUT	REMARKS
80291-1	ULTRAMAR, INC.	5,000.00	100% EXCESS @ DUT = 5,000.00 - 0.00 = 5,000.00
80291-2	ULTRAMAR, INC.	1,280.50	100% EXCESS @ DUT = 1,280.50 - 0.00 = 1,280.50

NO.	PROJECT SURVEY	DATE	REVISIONS
1	11-01-13	CREATED APPRAISAL MAP	
2	02-21-13	DESIGN CHANGED REQUIREMENTS	
3	02-21-13	DESIGN CHANGED REQUIREMENTS	
4	02-21-13	DESIGN CHANGED REQUIREMENTS	
5	02-21-13	DESIGN CHANGED REQUIREMENTS	
6	02-21-13	DESIGN CHANGED REQUIREMENTS	
7	02-21-13	DESIGN CHANGED REQUIREMENTS	
8	02-21-13	DESIGN CHANGED REQUIREMENTS	
9	02-21-13	DESIGN CHANGED REQUIREMENTS	
10	02-21-13	DESIGN CHANGED REQUIREMENTS	
11	02-21-13	DESIGN CHANGED REQUIREMENTS	
12	02-21-13	DESIGN CHANGED REQUIREMENTS	
13	02-21-13	DESIGN CHANGED REQUIREMENTS	
14	02-21-13	DESIGN CHANGED REQUIREMENTS	
15	02-21-13	DESIGN CHANGED REQUIREMENTS	
16	02-21-13	DESIGN CHANGED REQUIREMENTS	
17	02-21-13	DESIGN CHANGED REQUIREMENTS	
18	02-21-13	DESIGN CHANGED REQUIREMENTS	
19	02-21-13	DESIGN CHANGED REQUIREMENTS	
20	02-21-13	DESIGN CHANGED REQUIREMENTS	

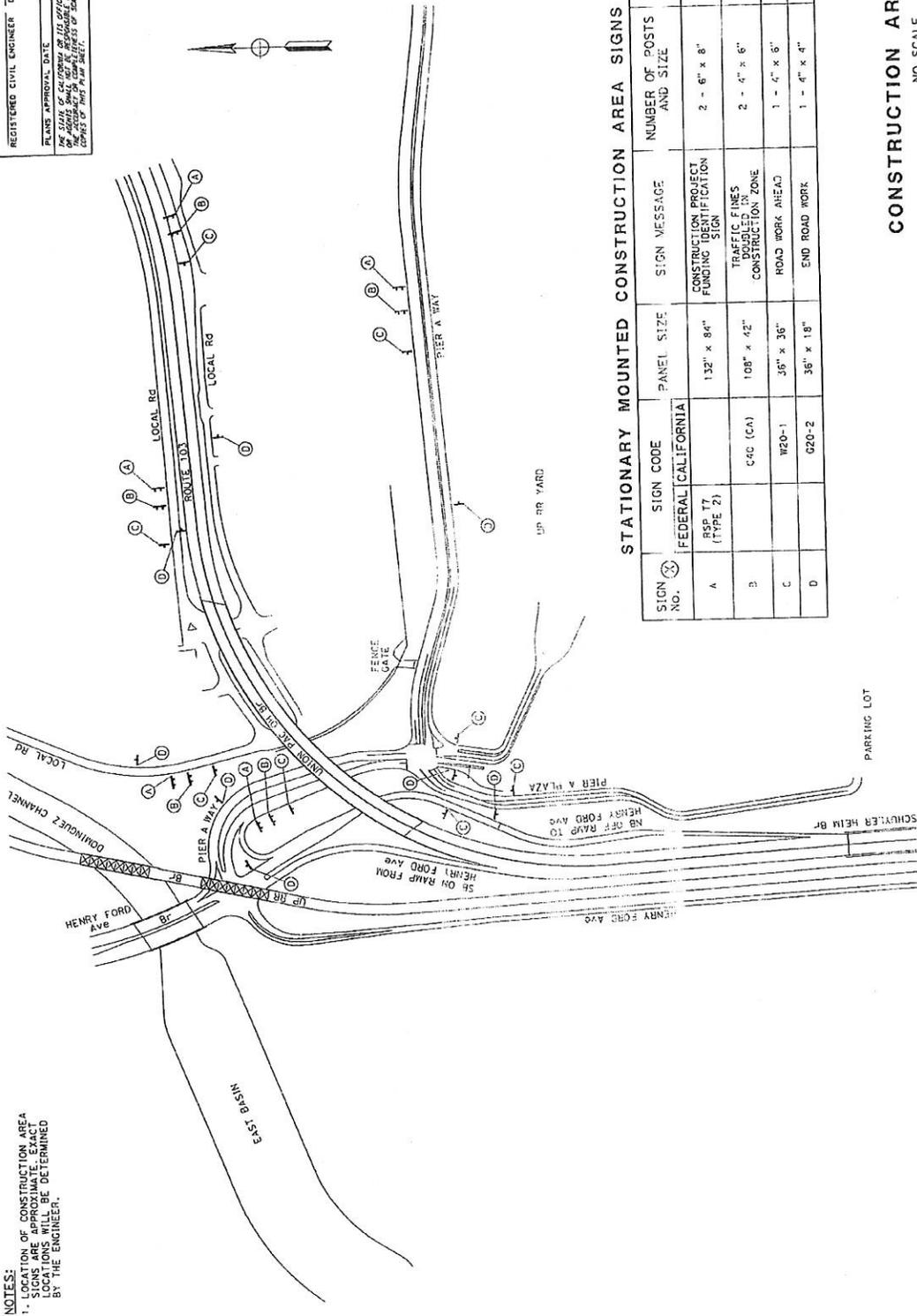
EXHIBIT B

Plans

07 LA 103 01071.0 3

REGISTERED CIVIL ENGINEER DATE
 PLAN APPROVAL DATE
 THE STATE OF CALIFORNIA OR ITS OFFICERS
 THE ASSOCIATION OF REGISTERED PROFESSIONAL ENGINEERS OF THIS STATE

NOTES:
 1. LOCATION OF CONSTRUCTION AREA
 LOCATIONS WILL BE DETERMINED
 BY THE ENGINEER.



STATIONARY MOUNTED CONSTRUCTION AREA SIGNS

SIGN NO.	SIGN CODE	PANEL SIZE	SIGN MESSAGE	NUMBER OF POSTS AND SIZE	NUMBER OF SIGNS
A	FEDERAL CALIFORNIA RSP T7 (TYPE 2)	132" x 84"	CONSTRUCTION PROJECT FUNDING SIGN	2 - 6" x 8"	5
B	C4C (CA)	108" x 42"	TRAFFIC FINE'S DOUBLE LINE CONSTRUCTION ZONE	2 - 4" x 6"	5
C	W20-1	36" x 36"	ROAD WORK AHEAD	1 - 4" x 6"	8
D	G20-2	36" x 18"	END ROAD WORK	1 - 4" x 4"	8

CONSTRUCTION AREA SIGNS
 NO SCALE
 CS-1

PROJECT NUMBER & PHASE
 UNIT 1796
 07000005221

APPROVED FOR CONSTRUCTION AREA SIGN WORK ONLY

RELATIVE HORIZ. SCALE
 1" = 100' HORIZ.

USERNAME: 0128447
 DGN FILE: 03 28150.dgn

DATE PLOTTED: 01/10/10 09:29
 DATE PLOTTED: 01/10/10 09:29

DIST.	COUNTY	ROUTE	POST MILES	SHEET NO.	TOTAL SHEETS
07	LA	103	0.071.0		

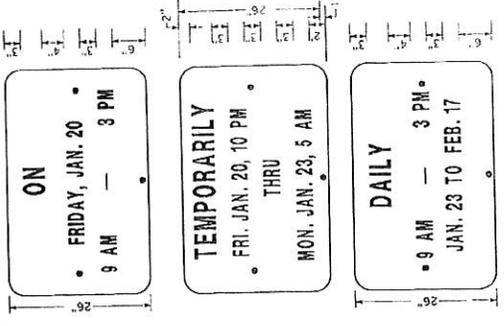
REGISTERED CIVIL ENGINEER
 DATE: 8-25-13
 No. 520348
 STATE OF CALIFORNIA
 REGISTERED CIVIL ENGINEER
 DATE: 8-25-13
 No. 520348
 STATE OF CALIFORNIA

NOTES: SIGN SP-1

- LETTERS AND BORDER SHALL BE BLACK ON REFLECTORIZED ORANGE BACKGROUND.
- BOLT HOLES SHALL BE 3/8" DIAMETER.
- BASE MATERIAL SHALL BE ALUMINUM (MINIMUM 0.06").
- SIGNS SHALL BE MOUNTED WITH BOTTOMS OF SIGNS A MINIMUM OF 7' ABOVE GROUND.

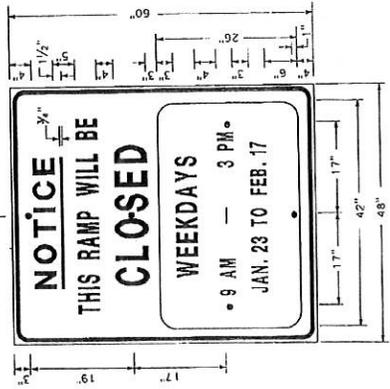
SIZE	BORDER WIDTH	LETTER SIZE	CORNER RADIUS							
			LINE 1	LINE 2	LINE 3	LINE 4	LINE 5	LINE 6	LINE 7	
48" x 60"	1 1/2"	3/4"	4E	4D	4E	4D	4E	4D	4E	3"
42" x 24"	OVERLAY	OVERLAY								1 1/2"

* CONDENSED SPACING IF NECESSARY

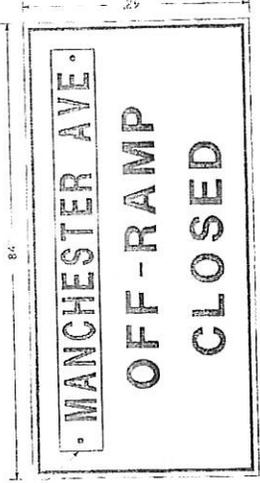


ALTERNATE OVERLAY PANELS (TYPICAL)

SPECIAL ADVANCE NOTICE PUBLICITY SIGN



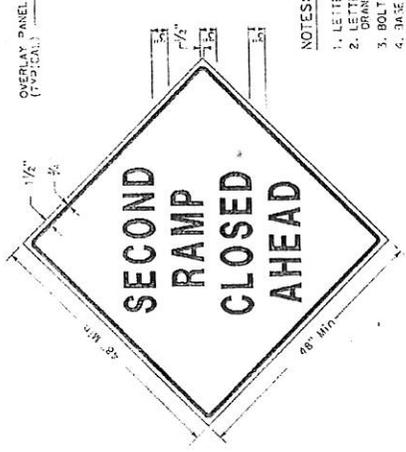
SIGN SP-1



SIGN SP-5

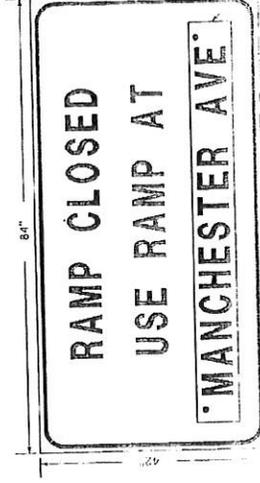
NOTES: SIGNS SP-3 & SP-5

- LETTERS - 6" SERIES D.
- LETTERS AND BORDER SHALL BE BLACK ON REFLECTORIZED ORANGE BACKGROUND.
- BOLT HOLES SHALL BE 3/8" DIAMETER.
- BASE MATERIAL SHALL BE ALUMINUM (MINIMUM 0.06").
- SIGNS SHALL BE MOUNTED WITH BOTTOMS OF SIGNS A MINIMUM OF 7' ABOVE GROUND.
- SIGN SP-5 SHALL BE USED AT THE OFF-RAMP TO BE CLOSED FOLLOWS A FREEWAY OFF-CONNECTOR.



SIGN SP-3

SPECIAL SIGNS FOR EXIT RAMP CLOSURES



SIGN SP-4

NOTES: SIGN SP-4

- LETTERS - 6" SERIES C.
- LETTERS AND BORDER SHALL BE BLACK ON REFLECTORIZED ORANGE BACKGROUND.
- BOLT HOLES SHALL BE 3/8" DIAMETER.
- BASE MATERIAL SHALL BE ALUMINUM (MINIMUM 0.06").
- SIGNS SHALL BE PLACED AT RAMP ENTRANCES IN ADDITION TO SIGNS POSTED IN ACCORDANCE WITH TCS PLANS.

SPECIAL SIGN FOR ENTRANCE RAMP CLOSURES

TRAFFIC HANDLING DETAILS
TRAFFIC CONTROL SYSTEM
FOR RAMP CLOSURES, DETOUR SIGNS,
AND MISCELLANEOUS DETAILS

SHEET 1 OF 2

THD-1

NO SCALE

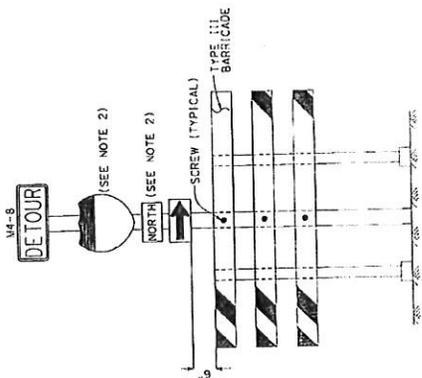
UNIT: 1882 PROJECT NUMBER & PHASE: 0700000522

RELATIVE BORDER SCALE: 1/8" = 15' IN INCHES

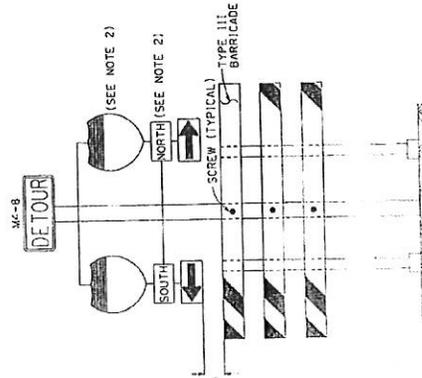
USERNAME: JSTANVA DON FILE: 1373704001

BORDER L.A.S. REVISED 7/2/2010

DATE	07	COUNT	LA	ROUTE	103	POST MILES	0.0/1.0	SHEET NO.	10	TOTAL SHEETS	10
REGISTERED CIVIL ENGINEER DATE: 8-23-13 PROJECT: KATAYAMA M.C. 50628 (Seal of the State of California)											
PLANS APPROVAL DATE: _____ THE SEAL OF CALIFORNIA OR ITS OFFICE THE REGISTERED CIVIL ENGINEER'S OFFICE DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF THE WORK CONSISTING OF THIS PLAN SHEET.											



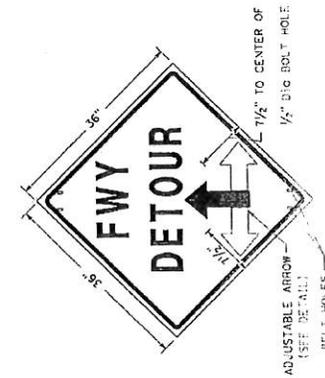
SIGN SP-6 (SEE NOTE 1)



SIGN SP-7 (SEE NOTE 1)

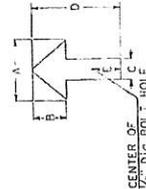
NOTES: SIGNS SP-6 & SP-7

- IN FIELD OF PLACING SIGNS ON TYPE III BARRICADES, SIGNS, INCLUDING POSTS, MAY BE PLACED INTO THE GROUND OR FASTENED ONTO ELECTROLES.
- USE APPROPRIATE ROUTE MARKER 1026-20CA, 097-21CA, 024-21CA, AND CARDINAL DIRECTION SIGN 102-11, SOUTH (M3-3), EAST (M3-2), WEST (M3-4).



SIGN SP-2

- NOTES: SIGN SP-2
- LETTERS - 6" SERIES E.
 - LETTERS, BORDER AND ARROW - BLACK ON REFLECTIVE OR NON-REFLECTIVE BACKGROUND.
 - POSTS SHALL BE ALUMINUM (MINIMUM 0.087).
 - BELTS (LUGGAGE STRAPS) SHALL BE 1" WIDE BY 48" LONG, MADE OF COTTON OR POLYPROPYLENE WED MATERIAL.
 - SIGNS SHALL BE MOUNTED WITH BOTTOMS OF SIGNS A MINIMUM OF 7' ABOVE GROUND EXCEPT AS OTHERWISE SHOWN ON OTHER TRAFFIC HANDLING DETAILS PLANS.



ADJUSTABLE ARROW DETAIL

DIMENSIONS				
A	B	C	D	E
6"	3"	2"	8"	1"

SPECIAL PORTABLE FREEWAY DETOUR SIGNS

TRAFFIC HANDLING DETAILS
 TRAFFIC CONTROL SYSTEM
 FOR RAMP CLOSURES, DETOUR SIGNS,
 AND MISCELLANEOUS DETAILS
 SHEET 2 OF 2
 NO SCALE

THD-2

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION	DTM	FUNCTIONAL SURVEYOR	DESIGNED BY	ALBERT K YU	CHECKED BY	JOCLEYN C CHIANG	DATE REVISION	3/12	REVISION BY	JC
BORDER LAST REVISED 7/2/2010										

DIST.	COUNTY	ROUTE	POST MILES	TOTAL PROJECT MILES	SHEET NO.	TOTAL SHEETS
07	LA	103	0.0/1.0			

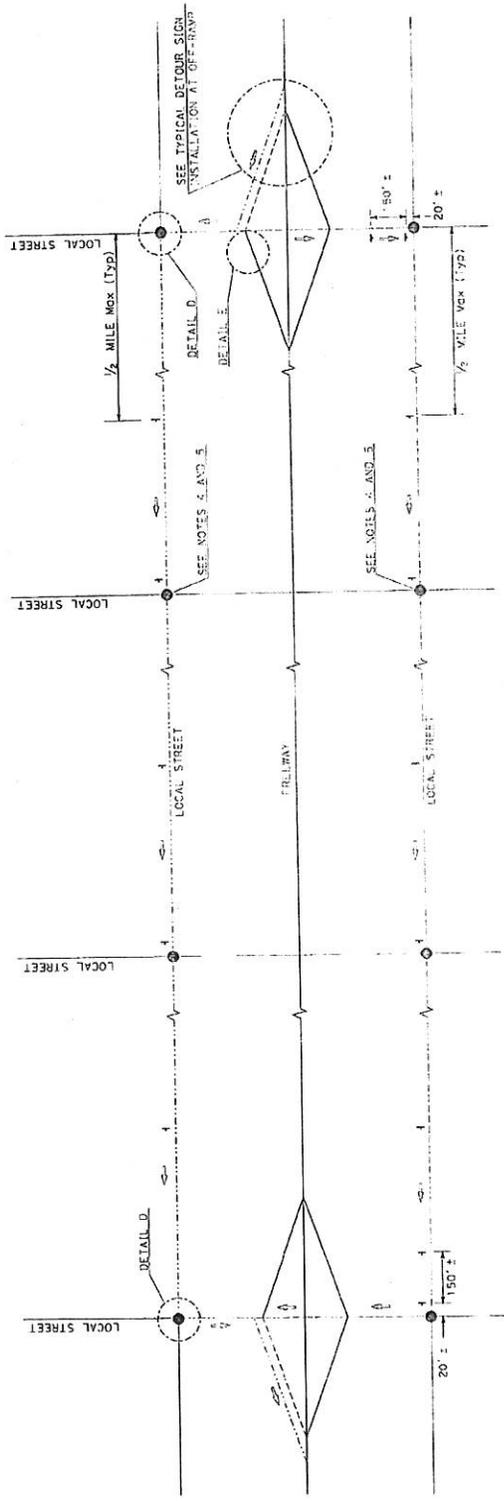
APPROVED: *James K. ...*
 REGISTERED CIVIL ENGINEER
 DATE: 8-29-13
 PROJECT NO: 07-07-0005
 SHEET NO: 07-03
 TOTAL SHEETS: 07-03

NOTES:

- SP-2 SIGNS MAY BE STRAPPED ON EXISTING ELECTROLIER, SIGNAL POST OR SIGN POST.
- SP-2 SIGNS SHALL NOT BE INSTALLED ON BARRICADES EXCEPT AS OTHERWISE SHOWN.
- SIGN LOCATIONS ARE APPROXIMATE. EXACT LOCATIONS WILL BE DETERMINED BY THE ENGINEER.
- SP-2 SIGNS SHALL BE POSTED AT EACH CONTROLLED INTERSECTION (EXCEPT AT COMMERCIAL PROPERTY RESIDENTIAL COMPLEX OR T-INTERSECTION FROM ONE-WAY STREET) ALONG THE DESIGNATED DETOUR ROUTE.
- UNLESS OTHERWISE NOTED, ALL SIGNS SHALL BE PLACED IN ACCORDANCE WITH THE PROVISIONS OF THE DESIGNATED DETOUR ROUTE. PLACE SP-2 SIGNS AT CONTROLLED INTERSECTIONS AT A DISTANCE NOT TO EXCEED 1/4 MILE FROM THE PRECEDING DETOUR SIGN.
- EXCEPT AS OTHERWISE SHOWN ON OTHER PLANS OR SPECIFIED IN THE SPECIAL PROVISIONS, SP-2 SIGNS SHALL BE PLACED AS SHOWN ON THIS PLAN.

LEGEND

- SP-2 SIGN
- DESIGNATED DETOUR ROUTE
- DETOUR DIRECTION
- CONTROLLED INTERSECTION



TYPICAL DETOUR SIGN INSTALLATION ALONG DESIGNATED DETOUR ROUTE

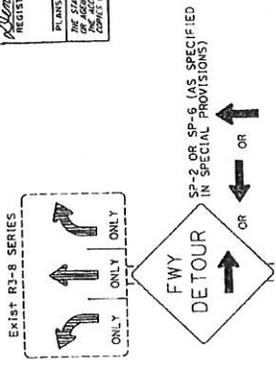
TRAFFIC HANDLING DETAILS
TRAFFIC CONTROL SYSTEM
FOR DETOUR SIGN INSTALLATION
ALONG DESIGNATED DETOUR ROUTE
 SHEET 1 OF 3
 NO SCALE
THD-3

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION	DTM	JOHN YANO	JOHN YANO	ALBERT K YU	JOCELYN C CHANG	REVISIONS	DATE REVISION	REVISIONS	DATE REVISION
						1/12	JC		

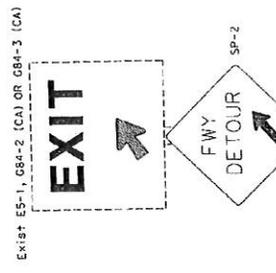
DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL SHEETS
07	LA	103	0.07/1.0	1/1

REGISTERED CIVIL ENGINEER
 STATE OF CALIFORNIA
 No. CS0648
 Exp. 8-30-11
 REGISTERED CIVIL ENGINEER
 STATE OF CALIFORNIA
 No. 51910
 Exp. 8-30-11

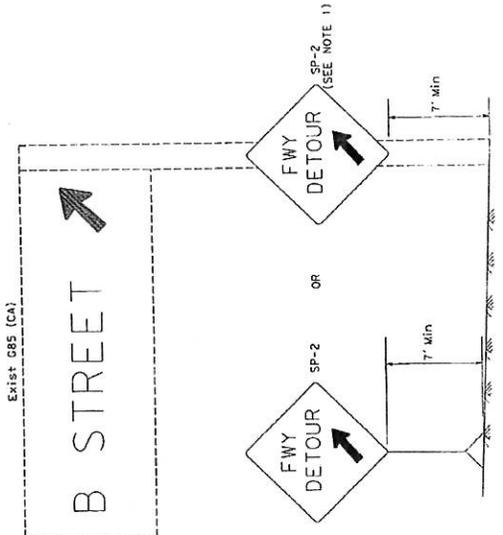
PLANS APPROVAL DATE: _____
 THE STATE OF CALIFORNIA OR ITS OFFICERS
 ARE NOT RESPONSIBLE FOR THE ACCURACY OR
 COMPLETENESS OF THE INFORMATION
 CONTAINED ON THIS PLAN SHEET.



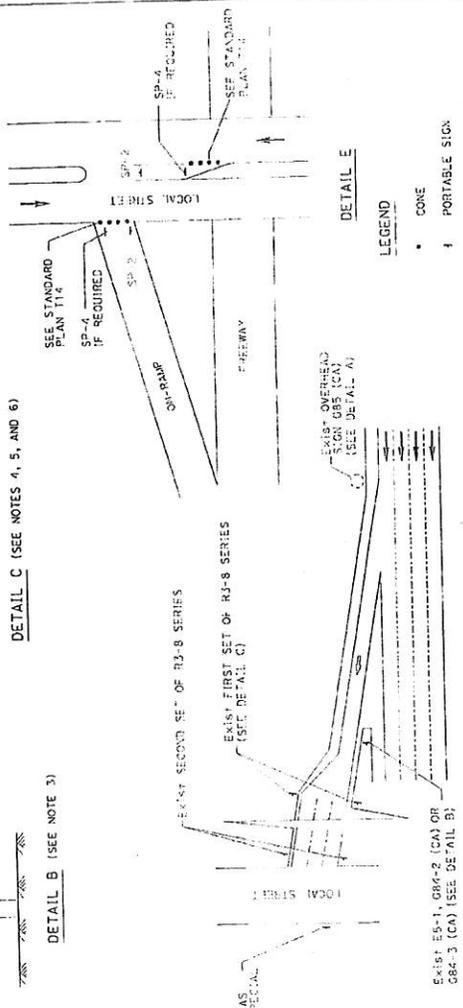
DETAIL C (SEE NOTES 4, 5, AND 6)



DETAIL B (SEE NOTE 3)



DETAIL A (SEE NOTE 2)



DETAIL E

TYPICAL DETOUR SIGN INSTALLATION AT OFF-RAMP

- NOTES: SIGN SP-2
- SP-2 SIGNS MAY BE STRAPPED ON EXISTING ELECTROLIER, SIGNAL POST OR SIGN POST.
 - SP-2 SIGNS SHALL NOT BE INSTALLED ON BARRICADES EXCEPT AS OTHERWISE SHOWN.
 - OMIT DETAILS A AND B FOR FULL FREEWAY CLOSURES.
 - SEE TRAFFIC HANDLING DETAILS-TRAFFIC CONTROL SYSTEM FOR RAW CLOSURES, DETOUR SIGNS, AND MISCELLANEOUS DETAILS PLAN SHEET 2 OF 2 FOR SP-6 SIGN DETAILS.
 - IF R3-8 SERIES SIGNS ARE NOT PRESENT AT THE OFF-RAMP, SP-2 OR SP-6 SIGNS SHALL BE FASTENED ONTO EXISTING ELECTROLIER, SIGNAL POST OR SIGN POST.
 - EXCEPT FOR DETAILS A & B, OMIT SP-2 SIGNS IF RAMP HAS MANDATORY SINGLE VOWE.

SIGN CODE LEGEND

- XXYY-Z: FEDERAL SIGN CODE PER MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)
- XXYY-Y (CA): CALIFORNIA SIGN CODE PER CALIFORNIA MUTCD

TRAFFIC HANDLING DETAILS
 TRAFFIC CONTROL SYSTEM
 FOR DETOUR SIGN INSTALLATION
 ALONG DESIGNATED DETOUR ROUTE
 SHEET 2 OF 3
 THD-4
 NO SCALE

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION	DTM	JOHN YANG	DESIGNED BY	ALBERT K YU	REVISOR	JOCELYN C CHANG	DATE REVISED	3/12
BOOKER LAST REVISED 7/27/2010	USPS MAIL PERMIT NO. 1000 SAN FRANCISCO, CA 94143	USPS MAIL PERMIT NO. 1000 SAN FRANCISCO, CA 94143	USPS MAIL PERMIT NO. 1000 SAN FRANCISCO, CA 94143	USPS MAIL PERMIT NO. 1000 SAN FRANCISCO, CA 94143	USPS MAIL PERMIT NO. 1000 SAN FRANCISCO, CA 94143	USPS MAIL PERMIT NO. 1000 SAN FRANCISCO, CA 94143	USPS MAIL PERMIT NO. 1000 SAN FRANCISCO, CA 94143	USPS MAIL PERMIT NO. 1000 SAN FRANCISCO, CA 94143

TABLE 3

ROAD TYPE	DISTANCE BETWEEN SIGNS*			
	A	B	C	F ¹
URBAN - 25 mph OR LESS	100	100	100	100
URBAN - MORE THAN 25 mph TO 40 mph	250	250	250	250
RURAL	350	350	350	350
EXPRESSWAY / FREEWAY	500	500	500	500
	1000	1500	1500	2660

* - The distances are approximate, are intended for guidance purposes only, and should be applied with appropriate judgment. These distances are to be approved by the Engineer for field conditions, if necessary, by increasing or decreasing the recommended distances.

TABLE 2

SPEED*	Min D**	LONGITUDINAL BUFFER SPACE AND FLAGGER STATION SPACING			
		DOWNGRADE Min D ***			
mph	ft	-3%	-4%	-5%	-6%
20	115	118	118	118	118
25	135	138	138	138	138
30	200	205	215	227	237
35	250	255	275	287	297
40	325	335	355	367	377
45	400	410	430	442	452
50	475	485	505	517	527
55	550	560	580	592	602
60	625	635	655	667	677
65	700	710	730	742	752
70	775	785	805	817	827

* - Stated as posted speed limit, or lower 85th-percentile speed or lower 85th-percentile volume, or less unit applies operating speed in mph.

** - Longitudinal buffer space or flagger station spacing

*** - Use an appropriate downgrade multiplier (e.g., 1.10) and larger multiplier.

TABLE 1

SPEED (S)	TAPER LENGTH CRITERIA AND CHANNELIZING DEVICE SPACING									
	MINIMUM TAPER LENGTH*					MAXIMUM CHANNELIZING DEVICE SPACING				
	TANGENT	MERCING	SHIFTING	SHOULDER	FOR WIDTH OF OFFSET 12 FEET (W)	X	Y	Z**	TAPER	TANGENT
L	L	L/2	L/2	L/3	L/2	L/2	L/2	L/2	L/2	L/2
20	160	80	40	27	20	40	10	10	40	40
25	250	125	63	42	25	50	12	12	50	50
30	360	180	90	60	30	60	15	15	60	60
35	490	245	123	82	35	70	17	17	70	70
40	640	320	160	107	40	80	20	20	80	80
45	1090	540	270	180	45	90	22	22	90	90
50	1200	600	300	200	50	100	25	25	100	100
55	1320	660	330	220	55	110	27	27	110	110
60	1440	720	360	240	60	120	30	30	120	120
65	1560	780	390	260	65	130	32	32	130	130
70	1680	840	420	280	70	140	35	35	140	140

* - For other offsets, use the following merging taper length formula for L: For speed of 40 mph or less, $L = 1.5S^2/60$; For speed of 45 mph or more, $L = WS$

where: L = taper length in feet

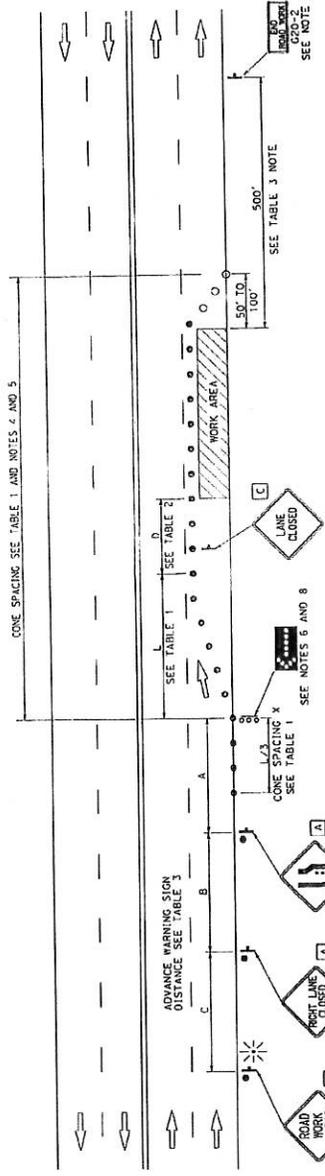
W = width of offset in feet

S = posted speed limit, off-peak 85th-percentile

speed prior to work starting, or the anticipated operating speed in mph

** - Use for taper and tangent sections where there are no pavement markings or where there is a conflict between existing pavement markings and channel boards (CB).

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**TRAFFIC CONTROL SYSTEM TABLES
FOR LANE AND RAMP CLOSURES**
NO. SCALE
RSP T9, DATED JULY 19, 2012, SUPERSEDES RSP T9, DATED APRIL 19, 2013
THAT SUPPLEMENT THE STANDARD PLANS BOOK DATED 2010.
REVISED STANDARD PLAN RSP T9



NOTES:

See Revised Standard Plan RSP 19 for tables.
 Use cone spacing X for taper segment, Y for tapered segment, Z for
 taper segment, W for taper segment, V for tapered segment, U for
 tapered segment, T for tapered segment, S for tapered segment, R for
 tapered segment, Q for tapered segment, P for tapered segment, O for
 tapered segment, N for tapered segment, M for tapered segment, L for
 tapered segment, K for tapered segment, J for tapered segment, I for
 tapered segment, H for tapered segment, G for tapered segment, F for
 tapered segment, E for tapered segment, D for tapered segment, C for
 tapered segment, B for tapered segment, A for tapered segment.

TYPICAL LANE CLOSURE

See Table 1
 See Table 2
 See Table 3
 See Table 4
 See Table 5
 See Table 6
 See Table 7
 See Table 8
 See Table 9
 See Table 10
 See Table 11
 See Table 12
 See Table 13
 See Table 14
 See Table 15
 See Table 16
 See Table 17
 See Table 18
 See Table 19
 See Table 20
 See Table 21
 See Table 22
 See Table 23
 See Table 24
 See Table 25
 See Table 26
 See Table 27
 See Table 28
 See Table 29
 See Table 30
 See Table 31
 See Table 32
 See Table 33
 See Table 34
 See Table 35
 See Table 36
 See Table 37
 See Table 38
 See Table 39
 See Table 40
 See Table 41
 See Table 42
 See Table 43
 See Table 44
 See Table 45
 See Table 46
 See Table 47
 See Table 48
 See Table 49
 See Table 50

LEGEND

- TRAFFIC CONE
- TRAFFIC CONE (OPTIONAL TAPER)
- TEMPORARY TRAFFIC CONTROL SIGN
- FLASHING ARROW SIGN (FAS)
- FAS SUPPORT OR TRAILER
- PORTABLE FLASHING BEACON

SIGN PANEL SIZE (Min)

- 48" x 48"
- 36" x 18"
- 30" x 30"

TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE ON MULTILANE CONVENTIONAL HIGHWAYS

NO SCALE

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION

RSP T11 DATED APRIL 19, 2013, SUPERSEDES STANDARD PLAN T11
 DATED MAY 20, 2011 - PAGE 239 OF THE STANDARD PLANS BOOK DATED 2010.

REVISED STANDARD PLAN RSP T11

NOTES:

1. Even advance warning sign shall be required when lane closure is for more than 200 feet. Signs shall be at least 6" x 16" in size and shall be orange or fluorescent red-orange in color. Flashing beacons and flashing beacons shall be used during hours of darkness.
2. A W20-2 "END ROAD WORK" sign, as appropriate, shall be placed at the end of work area is obvious, or ends within a larger project's limits.
3. If the W20-1 sign would follow within 2000' of a stationary W20-1 or C20-1 "ROAD WORK NEXT MILES", use a C20(CA) sign for the first advance warning sign.
4. All cones used for lane closures during the hours of darkness shall be fitted with retroreflective bands (or sleeves) as specified in the specifications.
5. Portable delineators, placed at one-half the spacing indicated for road work, may be used instead of cones for day-time closures only.
6. Flashing arrow sign shall be either Type 1 or Type 2.
7. For approach speeds over 50 mph, use the Traffic Control System for Lane Closure for Approach Speeds over 50 mph.
8. A minimum 1500' of sight distance shall be provided when possible for vehicle approaching the first flashing arrow sign. Lane closures shall not begin at the top of crest vertical curve or at a horizontal curve.
9. Place a C20(CA) sign every 2000' throughout length of lane closure.
10. Advance warning signs shall conform to the details shown in the specifications and W2-2L signs shall be used.
11. At least one person shall be assigned to provide full time maintenance of traffic control devices for lane closure unless, otherwise directed by the Engineer.

LEGEND

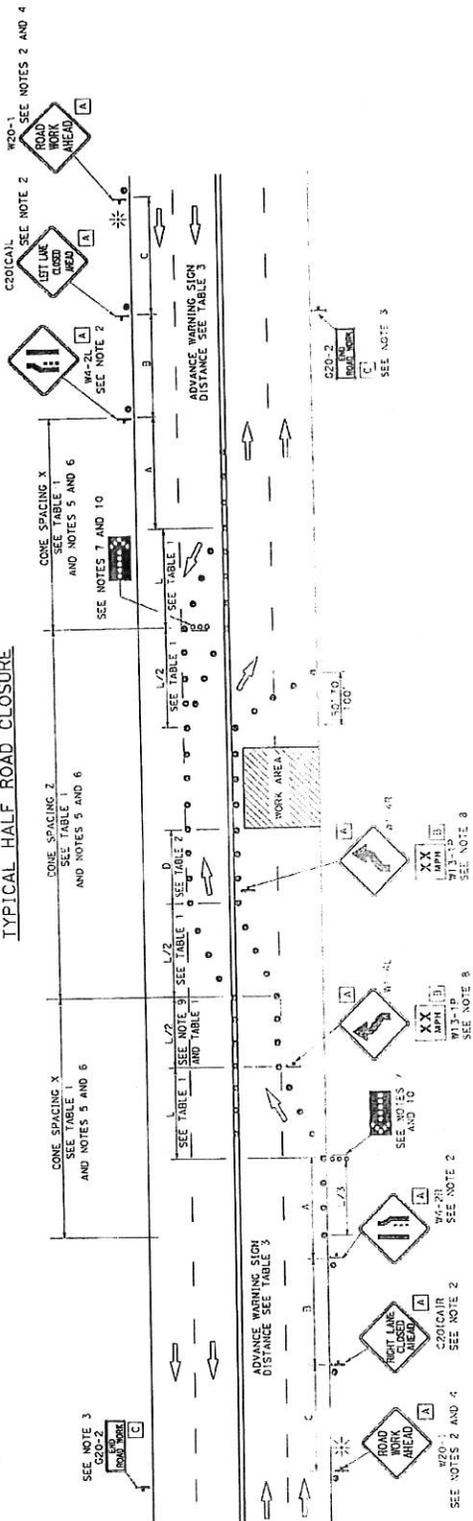
- Traffic Cone
- † Temporary Traffic Control Sign
- Flashing Arrow Sign (FAS)
- FAS Support or Trailer
- Portable Flashing Beacon

Sign Panel Size (Min)

A	48" x 48"
B	24" x 24"
C	36" x 18"

NOTES:
See Revised Standard Plan RSP T9 for tables.
Use cone spacing X for taper segment, Y for tangent segment or Z for conflict situations, as appropriate, per Table 1, unless X, Y, or Z cone spacing is shown on this sheet.
Unless otherwise specified in the specific provisions, all temporary warning signs shall have black legends on fluorescent orange background. California codes are designated by (CA). Otherwise, Federal (MUTCD) codes are shown.

TYPICAL HALF ROAD CLOSURE



NOTES:

- At least one person shall be assigned to provide full time maintenance of traffic control devices for lane closure unless, otherwise directed by the Engineer.
- Each advance warning sign in each direction of travel shall be placed at the end of the taper segment. Each sign shall be at least 18" x 18" in size and shall be orange or fluorescent red-orange in color. Advance warning signs shall be placed at the locations indicated for lane closure during hours of darkness.
- A "END ROAD WORK" sign, as appropriate, shall be placed at the end of the lane closure, unless a larger project is indicated, or ends within a larger project's limits.
- If the W20-1 sign would follow within 2000' of a stop sign, the contractor shall use a C20CA1R sign for the first advance warning sign.
- All cones used for lane closures during the hours of darkness shall be fitted with retroreflective bands for use as specified in the specifications.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

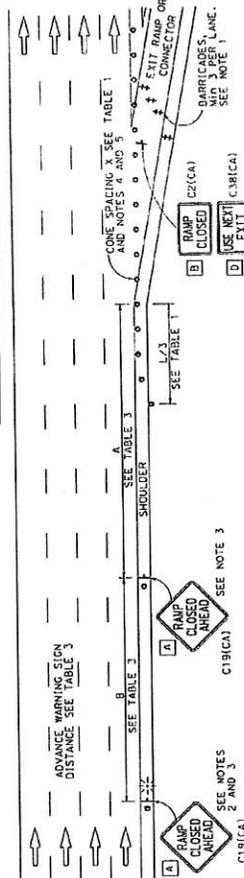
TRAFFIC CONTROL SYSTEM
FOR HALF ROAD CLOSURE ON
MULTILANE CONVENTIONAL
HIGHWAYS AND EXPRESSWAYS

NO SCALE

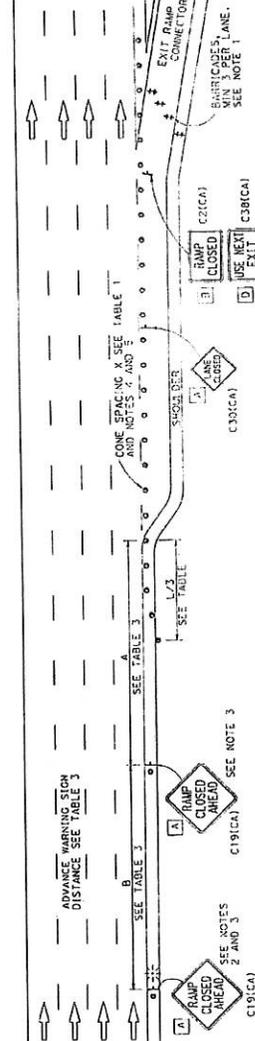
RSP T12 DATED APRIL 18, 2010. SUPERSEDES STANDARD PLAN T12
DATED MAY 20, 2011 - PAGE 230 OF THE STANDARD PLANS BOOK DATED 2010.

REVISED STANDARD PLAN RSP T12

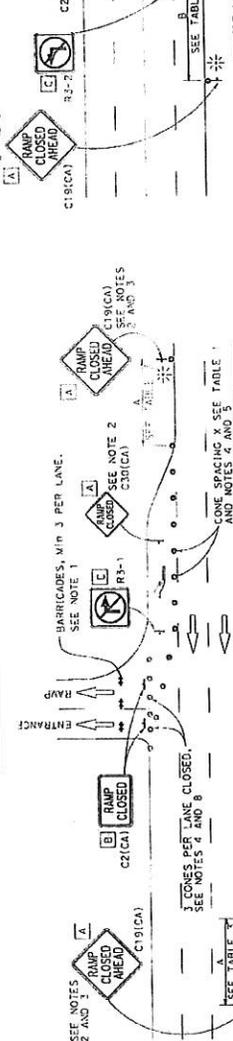
TYPICAL RAMP CLOSURES



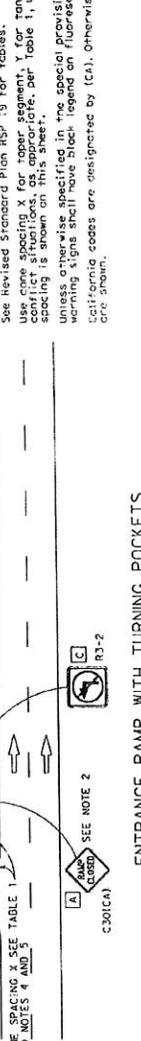
EXIT RAMP OR CONNECTOR



EXIT RAMP OR CONNECTOR WITH ADDITIONAL LANE



ENTRANCE RAMP WITH TURNING POCKETS



SIGN PANEL SIZE (MIN)

- A 48" x 48"
- B 48" x 30"
- C 36" x 36"
- D 48" x 36"

LEGEND

- TRAFFIC CONE
- † TEMPORARY TRAFFIC CONTROL SIGN
- BARRICADES
- ⚡ PORTABLE FLASHING BEACON

NOTES:

1. Barricades shall be Type I, II, or III for closures lasting one week or less and Type IV for closures lasting longer than one week.
2. In addition to placing the C19(CA) "RAMP CLOSED AHEAD" and C2(CA) "RAMP CLOSED" signs, black on orange overlay plates with the word "CLOSED" may be mounted, as directed by the Engineer, on all guide signs that are placed on the roadway. The overlay size on the overlay shall be the same as the guide sign.
3. Each advance C19(CA) "RAMP CLOSED AHEAD" sign shall be equipped with a flashing beacon. Each sign shall be at least 16" x 16" in size and shall be orange or fluorescent red-orange in color. A flashing beacon shall be placed on top of the first C19(CA) sign during hours of darkness.
4. All cones used for ramp closures during the hours of darkness shall be fitted with reflective bands for increased visibility as specified in the specifications.
5. Portable flashers, placed in pairs, may be used instead of cones for daytime ramp closures only.
6. At least one person shall be assigned to provide full-time maintenance of traffic control devices, unless otherwise directed by the Engineer.
7. The existing "EXIT" sign shall be covered during ramp closure.
8. A minimum of 3 cones shall be placed transversely across each closed lane and shoulder.

NOTES:

- See Revised Standard Plan RSP T9 for details.
- Use cone spacing X for taper segment, Y for tangent segment or Z for conflict situations, as appropriate, per Table 1, unless A, Y, or Z cone spacing is shown otherwise in the special provisions. All temporary warning signs shall have black legend on fluorescent orange background. California codes are designated by (CA). Otherwise, Federal (MUTCD) codes are shown.

ENTRANCE RAMP WITHOUT TURNING POCKETS



TRAFFIC CONTROL SYSTEM FOR RAMP CLOSURE

NO SCALE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

REVISED STANDARD PLAN RSP T14
DATED MAY 20, 2011 - PAGE 242 OF THE STANDARD PLANS BOOK DATED 2010.

ENTRANCE RAMP WITH TURNING POCKETS



Union Pacific OH (Painting)

EA 07-275701

Project ID: 07 0000 0522

Inspect, Maintain and Re-paint Portion of Bridge #53-2626 located at the
Valero Wilmington Refinery

Draft SSP

Xiaodong Chen

10-15-2013

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Replace section 7-1.02K(6)(e) with:

7-1.02K(6)(e) Scaffolding

7-1.02K(6)(e)(i) General

Submit 6 copies of shop drawings and 1 copy of calculations.

The shop drawings and calculations must be sealed and signed by:

1. Engineer who is registered as a civil engineer
2. Independent reviewer who is:
 - 2.1. Registered as a civil engineer in the State
 - 2.2. Not employed by the same entity that prepared the drawings

Include in the submittal:

1. Descriptions, calculations, and values for loads anticipated during erection, use, and removal of the scaffolding.
2. Methods and equipment for erecting, moving, and removing scaffolding.
3. Design details, including bolt layouts, welding details, and connections to existing structures.
4. Stress sheets, including a summary of computed stresses in the scaffolding and in the connections between the scaffolding and existing structures. The computed stresses must include the effects of erection, movement, and removal of the scaffolding.

If manufactured scaffolding is used, the manufacturer's name, address, and telephone number must be shown on the shop drawings.

Allow 15 days for the Department's review.

Welding must comply with AWS D1.1 for steel and AWS D1.2 for aluminum.

7-1.02K(6)(e)(ii) Bridge Scaffolding

Section 7-1.02K(6)(e)(ii) applies to scaffolding constructed on or suspended from a bridge.

The available bridge load capacity in excess of the dead and live load demand is shown in the following table. The available capacity is a uniform load across the entire bridge width and is based on the design live load shown.

Bridge number	Available load capacity (lb/sq ft)	Bridge width (ft)	Design live load
<u>53-2626</u>	<u>35</u>	<u>80</u>	<u>HS20</u>

Calculations must include:

1. Moment and shear force demands versus capacity during erection, movement, and removal of the scaffolding on the longitudinal girders of girder bridges and the flooring system of stringers and floor beams of truss bridges.
2. Tension and compression force demands versus capacity of truss members of truss bridges during erection, movement, and removal of the scaffolding.

Scaffolding loads must not exceed the load-carrying capacity of the existing members. Determine the capacity of existing members under the Department's *Bridge Design Specifications, Load Factor Design Version, April 2000*. Use the group load factors shown in the following table:

Replace "Reserved" in section 14-11.08 with:

14-11.08A General

Section 14-11.08 includes specifications relating to the disturbance of existing paint systems.

The existing paint system on bridge number [53-2626](#) contains [red lead primer paint and green alkyd finish paint](#). Any work that disturbs the existing paint system exposes workers to health hazards and produces:

1. Debris containing heavy metal in amounts that exceed the thresholds established in 8 CA Code of Regs and 22 CA Code of Regs. This debris is a Department-generated hazardous waste.
2. Toxic fumes when heated.

Grime and detritus already on the bridge before the start of work may also contain lead. Consider this grime and detritus part of the existing paint system. The Department is the hazardous waste generator if the Engineer accepts waste-characterization test results demonstrating that the debris is a hazardous waste.

Contain all debris produced when the existing paint system is disturbed. If containment measures are inadequate to contain and collect debris produced when the existing paint system is disturbed, stop the work and do not perform additional work until:

1. Revised debris containment and collection plan has been authorized
2. Released material has been collected and contained

Handle, store, transport, and dispose of debris produced when the existing paint system is disturbed under applicable federal, state, and local hazardous waste laws.

14-11.08B Submittals

14-11.08B(1) General

Not Used

14-11.08B(2) Debris Containment and Collection Plan

Submit a debris containment and collection plan. The plan must:

1. Identify materials, equipment, and methods to be used when the existing paint system is disturbed
2. Include shop drawings of:
 - 2.1. Containment systems complying with section 59-2.03B(3)
 - 2.2. Components that provide ventilation, air movement, and visibility for worker safety
3. Include the name and location of the analytical laboratory that will perform the analyses
4. Identify the hazardous waste transporter that will haul the debris and provide documentation of
 - 4.1 Current DTSC registration
 - 4.2 Compliance with the CA Highway Patrol Biennial Inspection of Terminals Program
5. Include the name and location of the disposal facility that will accept the hazardous waste

Allow 20 days for review.

If required, submit a revised debris containment and collection plan.

14-11.08B(3) Lead Compliance Plan

Submit a lead compliance plan under section 7-1.02K(6)(j)(ii).

14-11.08B(4) Air Monitoring Reports

Air monitoring reports, including test results for samples taken after corrective action, must be prepared by the CIH and submitted:

1. Verbally within 48 hours after sampling
2. As an informational submittal within 5 days after sampling

Air monitoring reports must include:

1. Date and location of sample collection, sample number, contract number, bridge number, full name of the structure, and District-County-Route-Post mile
2. Name and address of the certified laboratory that performed the analyses
3. Chain of custody documentation
4. List of emission control measures in place when air samples were taken
5. Air sample results compared to the appropriate permissible exposure limit (PEL)
6. Corrective action recommended by the CIH to ensure exposure to airborne metals outside the containment system or work areas is within specified limits
7. Signature of the CIH who reviewed the data and made recommendations

14-11.08B(5) Soil Sampling Results for Debris Containment Verification

Submit test results of soil analysis verifying debris containment, including results for soil samples taken after corrective action:

1. Verbally within 48 hours after sampling
2. Within 5 days after sampling

Soil sampling results must include:

1. Date and location of sample collection, sample number, contract number, bridge number, full name of the structure and District-County-Route-Post mile
2. Concentrations of heavy metals expressed in mg/kg and mg/L
3. Name and address of the certified laboratory that performed the analyses
4. Chain of custody documentation

14-11.08B(6) Waste-Characterization Test Results

Submit waste-characterization test results for the debris and chain of custody documentation before:

1. Requesting the Engineer's signature on the disposal facility's waste profile document
2. Requesting a generator's EPA Identification Number
3. Removing the debris from the site

14-11.08B(7) Request for U.S. Environmental Protection Agency Identification Number

Submit a request for the generator's EPA Identification Number when the Engineer accepts waste-characterization test results documenting that the debris is a hazardous waste.

14-11.08B(8) Disposal Documentation

Submit documentation from the receiving landfill or recycling facility confirming proper disposal within 5 business days of transporting debris from the project.

14-11.08C Safety and Health Provisions

14-11.08C(1) General

Comply with 8 CA Code of Regs, including § 1532.1.

14-11.08C(2) Protective Work Clothing and Washing Facilities

Supply clean protective work clothing for 5 Department personnel:

1. Whenever there is possible exposure to heavy metals or silica dust
2. During application of paint undercoats

Replace protective work clothing as needed.

Protective work clothing and washing facilities must be inspected and authorized for use by Department personnel before starting any activity with the potential for lead exposure.

Protective work clothing remains your property upon completion of the Contract.

14-11.08D Work Area Monitoring

14-11.08D(1) General

Monitor the ambient air and soil in and around the work area to verify the effectiveness of the containment system. Work area monitoring includes:

1. Collecting, analyzing, and reporting air and soil test results
2. Recommending corrective action when specified air and soil concentrations are exceeded

Collect air and soil samples at locations designated by the Engineer.

14-11.08D(2) Air Monitoring

Air monitoring must be performed under the direction of a CIH.

Collect and analyze air samples to detect lead under the National Institute of Occupational Safety and Health (NIOSH) Method 7082 using a detection limit of at least $0.05 \mu\text{g}/\text{m}^3$. Collect and analyze air samples to detect other metals under NIOSH Method 7300 using a detection limit of at least 1 percent of the appropriate PEL specified by Cal/OSHA. You may use alternative methods of sampling and analysis with equivalent detection limits.

Concentrations of airborne metals outside the containment system or work areas must not exceed any of the following:

1. Average of $1.5 \mu\text{g}/\text{m}^3$ of air per day and $0.15 \mu\text{g}/\text{m}^3$ per day on a rolling 90-day basis. Calculate average daily concentrations based on monitoring to date and projections based on monitoring trends for the next 90 days or to the end of work subject to the lead compliance plan if less than the specified averaging period.
2. 10 percent of the action level specified for lead by 8 CA Code of Regs §1532.1.
3. 10 percent of the appropriate PELs specified for other metals by Cal/OSHA.

Collect air samples daily during work activities that disturb the existing paint system. Air samples must be analyzed within 48 hours by a facility accredited by the Environmental Lead Laboratory Accreditation Program of the American Industrial Hygiene Association. If concentrations of airborne metals exceed allowable levels, modify the containment system or work activities to prevent further release of metals. If the CIH recommends corrective action, collect and analyze additional samples after implementing the corrective action unless directed otherwise.

14-11.08D(3) Soil Sampling for Debris Containment

Collect ___ soil samples before starting work and collect ___ soil samples within 36 hours after cleaning existing steel. A soil sample consists of 5 plugs, each 3/4 inch in diameter and 1/2 inch deep, taken at each corner and center of a 1 sq yd area. Analyze soil samples for:

1. Total lead by US EPA Method 6010B or US EPA Method 7000 Series
2. Soluble lead by California Waste Extraction Test (CA WET)

The laboratory that analyzes the samples must be certified by CDPH's Environmental Laboratory Accreditation Program (ELAP) for all analyses to be performed.

Concentrations of heavy metals in the work area soil must not increase when the existing paint system is disturbed. If soil sampling shows an increase in the concentrations of heavy metals after completing the work:

1. Clean the affected area
2. Resample until soil sampling and testing shows concentrations of heavy metals less than or equal to the concentrations collected before the start of work

In areas without exposed soil, the concentrations of heavy metals in the work area must not increase when the existing paint system is disturbed. Any visible increase in the concentrations of heavy metals must be removed.

14-11.08E Debris Management

14-11.08E(1) Debris Storage

Debris produced when the existing paint system is disturbed must not be temporarily stored on the ground. Before the end of each work shift, remove accumulated debris from the containment system. Store the debris as a hazardous waste.

14-11.08E(2) Debris Waste Characterization

Perform waste characterization testing on the debris as required by the disposal facility including:

1. Total lead by US EPA Method 6010B
2. Soluble lead by CA WET
3. Soluble lead by Toxicity Characteristic Leaching Procedure (TCLP)

From the first 220 gal of hazardous waste or portion thereof, if less than 220 gal of hazardous waste are produced, a minimum of 4 randomly selected samples must be taken and analyzed individually. Samples must not be composited. From each additional 880 gal of hazardous waste or portion thereof, if less than 880 gal are produced, a minimum of 1 additional random sample must be taken and analyzed.

Use chain of custody procedures consistent with chapter 9 of US EPA Test Methods for Evaluating Solid Waste, Physical/Chemical Methods (SW-846) while transporting samples from the job site to the analytical laboratory. The laboratory must be certified by the CDPH's ELAP for all analyses to be performed.

Before performing the analyses, the laboratory must homogenize each sample. The homogenization process must not include grinding of the samples. A sample aliquot must be:

1. Obtained in an amount large enough for all analyses to be performed
2. Homogenized a 2nd time
3. Used for the total and soluble analyses after the 2nd homogenization

14-11.08E(3) Debris Transport and Disposal

14-11.08E(3)(a) General

For bidding purposes, assume the debris is a hazardous waste.

14-11.08E(3)(b) Hazardous Waste Debris

After the Engineer accepts the waste-characterization test results, dispose of the debris:

1. Within 45 days after accumulating 220 lb of debris
2. At an appropriately permitted Class I facility located in California

Make all arrangements with the operator of the disposal facility.

If less than 220 lb of hazardous waste is generated in total, dispose of it within 30 days after the start of accumulation of the debris.

Use a hazardous waste manifest and a transporter using vehicles with current DTSC registration certificate when transporting hazardous waste. The Engineer provides the generator's EPA Identification Number and signs all manifests as the hazardous waste generator within 2 business days of accepting the waste-characterization test results and receiving your request for the generator's EPA Identification Number.

14-11.08E(3)(c) Nonhazardous Waste Debris

If waste characterization test results demonstrate that the debris is a nonhazardous waste and the Engineer accepts the results, dispose of the debris at an appropriately permitted CA Class II or CA Class III facility or recycle it. Make all arrangements with the operator of the disposal facility and comply with the facility's requirements.

You may dispose of nonhazardous debris at a facility equipped to recycle the debris if:

1. Copper slag abrasive blended by the supplier with a calcium silicate compound is used for blast cleaning.

2. You make all arrangements with the recycling facility's operator and perform any facility-required testing of the debris.

The Department does not adjust payment for disposal of nonhazardous debris at a recycling facility.

59 PAINTING

Add to section 59-1.03B:

Do not apply moisture-cured polyurethane coating when the atmospheric or surface temperature is less than 5 degrees F above the dew point or when the relative humidity is less than 35 percent or more than 85 percent. The atmospheric and surface temperatures must remain from 36 to 100 degrees F during application and curing time until the film is considered dry-hard under ASTM D 1640.

Add to section 59-2.01A:

Clean and paint the structures shown in the following table with the coating system specified:

Bridge name and number	Work description	Coating system
<u>Union Pacific Overhead--53-2626</u>	Clean, blast clean to bare metal, and paint all steel surfaces of the existing bridge.	State Specification PWB

Replace "Reserved" in section 59-2.01C(2) with:

Submit proof of each required SSPC-QP certification as specified in section 8-1.04C. Required certifications are as follows:

1. SSPC-QP 1
2. SSPC-QP 2, Category A

Add to section 59-2.03B(2)(b):

Blast clean all steel surfaces on bridge no. 53-2626 to bare metal under SSPC-SP 6/NACE no. 3. After blast cleaning, surfaces must have a dense, uniform, angular anchor pattern of at least 1.5 mils when measured under ASTM D 4417.

Add to section 59-2.03B(3)(a) of the RSS for section 59-2.03B:

The containment system must provide a vertical clearance of 15 feet and a horizontal clearance of 32 feet for the passage of public traffic except for railroad. The containment system over the railroad property must (1) conform to guidelines of the railroad company involved and (2) provide the minimum clearances specified for railroad traffic.

EXHIBIT C

Insurance Requirements

Insurance. For purposes of Exhibit C, Caltrans and Caltrans's Contractor's shall be referred to in Exhibit C as ("Consultant"). Consultant shall maintain at all times during the Term, with an insurance company acceptable to Valero, the following types of insurance coverage, with limits not less than those specified below:

A.	1. Worker's Compensation. 2. Employer's Liability.	As required by applicable law. \$100,000 each accident.
B.	Commercial General Liability: endorsed to cover (i) contractual liability assumed under this Agreement; (ii) products liability, and (iii) completed operations.	\$1,000,000 Combined Single Limit. Bodily Injury and Property Damage Combined.
C.	Automobile Liability Coverage: endorsed to cover all owned, non- owned and hired vehicles.	\$1,000,000 Combined Single Limit. Bodily Injury and Property Damage Combined.
D.	Umbrella Liability in excess of A.2., B. & C. Endorsed to provide a drop-down endorsement in the event underlying limits are exhausted by claims.	\$1,000,000 Combined Single Limit. Bodily Injury and Property Damage Combined.

Prior to commencing any Work, Consultant shall furnish Valero with a certificate of insurance evidencing that the above minimum coverages are in effect, and replacement certificates shall be furnished for all renewals of such insurance. All policies shall contain a waiver of subrogation clause in favor of Valero Energy Corporation, its direct and indirect subsidiaries and affiliates, and their respective directors, officers, employees, agents and representatives (all of the foregoing, collectively, the "Valero Parties"), and Consultant hereby waives all rights of subrogation against the Valero Parties. All policies except A.1 and E above shall be endorsed to name the Valero Parties as additional insureds. The certificate of insurance shall further specify that all coverages provided by Consultant are primary over (and not contributory with or secondary to) any insurance carried by Valero or any other Valero Parties for their own account. Except for the policy in E above, such insurance shall be endorsed with a standard cross liability clause in favor of the Valero Parties. Such insurance shall cover the actions of all Consultant Personnel. The certificate of insurance shall state that Valero shall be provided not less than thirty (30) days prior written notice of any cancellation or material adverse change with respect to any of the policies.

Such insurance shall operate independent and apart from Consultant's indemnification obligations hereunder. Valero's requirements are not to be considered as indicative of the ultimate amounts and types of insurance that Consultant may need to protect Consultant's own interests.

DEPARTMENT OF TRANSPORTATION

Right of Way Division
100 South Main Street
Los Angeles, CA 90012
PHONE (213) 897-3019
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*Flex your power!
Be energy efficient!*

March 24, 2014

Stephen Faichney
Director of Governmental Affairs
Valero Wilmington Refinery
2402 East Anaheim St.
Wilmington, CA 90744

**STATE OF CALIFORNIA
PUBLIC LIABILITY AND WORKERS' COMPENSATION INSURANCE**

Dear Mr. Faichney:

The State of California has elected to be insured for its motor vehicle and general liability exposures through a self-insurance program. The State Attorney General administers the general liability program through an annual appropriation from the General Fund. The Office of Risk and Insurance Management administers the motor vehicle liability program.

Under this form of insurance, the State and its employees The State is indeed Self Insured under Calif. Gov Code section 11007.8 (as defined in Section 810.2 of the Government Code) are insured for any tort liability that may develop through carrying out official activities, including state official operations on non-state owned property. Should any claims arise by reason of such operations or under an official contract or license agreement, they should be referred to the Attorney General, State of California, Tort Liability Section, 1300 I Street, Suite 1101, P.O. Box 944255, Sacramento, CA 94244-2550.

If you have any other questions, please feel free to contact me at 213-897-3019.

Sincerely,

A handwritten signature in blue ink that reads "Matthew Ong".

Matthew Ong
Associate Right of Way Agent