

DEPARTMENT OF TRANSPORTATION
DIVISION OF ENGINEERING SERVICES
OFFICE ENGINEER, MS 43
1727 30TH STREET
P.O. BOX 168041
SACRAMENTO, CA 95816-8041
FAX (916) 227-6214
TTY 711



*Flex your power!
Be energy efficient!*

July 14, 2009

12-Ora,Riv-91-15.9/18.9, 0.0/2.9
12-OG0404
ARRAL-P091(127)E

Addendum No. 2

Dear Contractor:

This addendum is being issued to the contract for CONSTRUCTION ON STATE HIGHWAY IN ORANGE AND RIVERSIDE COUNTIES IN ANAHEIM AND YORBA LINDA NEAR CORONA FROM 1.0 MILE EAST OF ROUTE 91/241 SEPARATION TO 0.8 MILE EAST OF ROUTE 91/71 SEPARATION AND IN CHINO HILL STATE PARK.

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

Bids for this work will be opened on Thursday, July 30, 2009.

This addendum is being issued to revise the Project Plans, the Notice to Bidders and Special Provisions, and the Bid book and to revise the Federal Minimum Wages with Modification Number 25 dated 7/10/2009.

Project Plan Sheets 249, 250, 251, and 252 are revised. Half-sized copies of the revised sheets are attached for substitution for the like-numbered sheets.

In the Special Provisions, Section 8-3.01, "WELDING," subsection "STEEL PIPE PILING QUALIFICATION AUDIT," is added after subsection "WELDING FOR OVERHEAD SIGN AND POLE STRUCTURE" as attached.

In the Special Provisions, Section 10-1.50, "PILING," subsection "STEEL PIPE PILING," is revised as attached.

In the Special Provisions, Section 10-1.80, "MISCELLANEOUS METAL (RESTRAINER-CABLE TYPE)," the third paragraph is deleted.

In the Special Provisions, Section 13, "RAILROAD RELATIONS AND INSURANCE," subsection "OVERPASS EXHIBIT C-1," is added after subsection "NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION" as attached.

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In the Bid book, in the "Bid Item List," Item 170 is revised as attached.

To Bid book holders:

Replace page 11 of the "Bid Item List" in the Bid book with the attached revised page 11 of the Bid Item List. The revised Bid Item List is to be used in the bid.

Inquiries or questions in regard to this addendum must be communicated as a bidder inquiry and must be made as noted in the Notice to Bidders section of the Notice to Bidders and Special Provisions.

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

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

Inform subcontractors and suppliers as necessary.

This office is sending this addendum by GSO overnight mail to Bid book holders to ensure that each receives it. A copy of this addendum and the modified wage rates are available for the Contractors' use on the Web site:

http://www.dot.ca.gov/hq/esc/oe/weekly_ads/addenda.php

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

Sincerely,

ORIGINAL SIGNED BY

REBECCA D. HARNAGEL, Chief
Office of Plans, Specifications & Estimates
Division of Engineering Services - Office Engineer

Attachments

STEEL PIPE PILING QUALIFICATION AUDIT

The Contractor shall submit documentation that one of the following steel pipe piling qualification audits has been successfully completed before welding operations are performed, other than field welding, for steel pipe piling:

A. "Class R Steel Pipe Piling Qualification Audit"

An audit shall have been completed for each pipe pile diameter, thickness, grade of steel, and class of piling to be supplied for this project. The procedures for requesting and completing the audit are available at:

<http://www.dot.ca.gov/hq/esc/Translab/OSM/smbresources.htm>

An audit that was approved by the Department no more than 3 years prior to the award of the contract will be acceptable for the entire period of this contract provided the Engineer determines the audit was for the same type of work that is to be performed on this contract.

A list of facilities that have successfully completed the audit and are authorized to provide material for this contract is available at:

http://www.dot.ca.gov/hq/esc/Translab/OSM/smdocuments/Internet_auditlisting.pdf

Successful completion of an audit shall not relieve the Contractor of the responsibility for furnishing materials or producing finished work of the quality specified in these special provisions and as shown on the plans.

STEEL PIPE PILING

GENERAL

Summary

Steel pipe piling shall consist of unfilled steel pipe piling, steel shells for open and closed ended cast-in-steel-shell concrete piling, and permanent steel casing for cast-in-drilled-hole concrete piling. Steel pipe piling shall conform to the provisions in Section 49-5, "Steel Piles," of the Standard Specifications and these special provisions.

All steel pipe piling for this project shall be designated as Class R steel pipe piling.

Submittals

Steel pipe piling qualification audits shall be submitted in conformance with the provisions in "Steel Pipe Piling Qualification Audit" of these special provisions.

A Certificate of Compliance demonstrating material traceability shall be furnished in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications, and shall be signed by the facility's authorized Quality Control Representative. The Quality Control Representative shall be on record with the Department's Office of Structural Materials. The Certificate of Compliance shall include:

1. A statement that all materials and workmanship incorporated in the work and all required tests and inspections of this work have been performed in conformance with the details shown on the plans and these special provisions.
2. An attached certified mill test report (MTR) for each heat number of steel pipe piles being furnished.
3. The carbon equivalency (CE) calculated as $CE = C + (Mn+Si)/6 + (Cr+Mo+V)/5 + (Ni+Cu)/15$. The CE shall be 0.45% maximum and may be shown on the MTR.

The Contractor shall submit a TL-38 Inspection Request form at least:

1. 48 hours before performing any field welding of steel pipe piling.

The TL-38 Inspection Request form is available at:

<http://www.dot.ca.gov/hq/esc/Translab/OSM/smbforms.htm>

Working drawings shall be submitted to the Engineer before attaching handling devices to steel pipe piling. Working drawings shall include locations, handling and fitting device details, and connection details. Attachments shall not be made to steel pipe piling until the working drawings are approved in writing by the Engineer. The Contractor shall allow the Engineer 7 days for review.

MATERIALS

General

The provisions of "Welding Quality Control" of these special provisions shall not apply to longitudinal, skelp end, or spiral seam welds in steel pipe piling.

Circumferential welds shall conform to "Welding Quality Control" of these special provisions and the following:

1. Circumferential welds shall be complete joint penetration welds conforming to AWS D1.1.
2. Welds shall be located at least 12 inches away from a skelp end weld.
3. Backing rings shall conform to the following:
 - 3.1. The minimum thickness shall be 1/4 inch and the backing ring shall be continuous.
 - 3.2. Splices in the backing ring shall be made by complete joint penetration welds. These welds shall be completed and inspected, including any required nondestructive testing, before final insertion into a pipe end.
 - 3.3. The attachment of backing rings to pipe ends shall be done using the minimum size and spacing of tack welds that will securely hold the backing ring in place. Tack welding shall be done in the root area of the weld splice. Cracked tack welds shall be removed and replaced before subsequent weld passes.
 - 3.4. The gap between the backing ring and the steel pipe piling wall shall not be greater than 5/64 inch. One localized portion of the backing ring fit-up, that is equal to or less than a length that is 20 percent of the outside circumference of the pipe, as determined by the Engineer, may be offset by a gap equal to or less than 1/4 inch, provided that this localized portion is first seal welded using shielded metal arc E7016 or E7018 electrodes. This localized portion shall be marked so that it can be referenced during any required NDT.

- 3.5. Backing rings shall have sufficient width so that the backing ring will not interfere with the interpretation of the NDT.
4. For steel pipe with an outside diameter greater than 42 inches and with a wall thickness greater than 1 inch, the root opening tolerances may be increased to a maximum of 3/16 inch.
5. For welding limited to fit-up and attaching backing rings and handling devices, the preheat and interpass temperature shall be in conformance with the requirements in AWS D1.1, Section 3.5, "Minimum Preheat and Interpass Temperature Requirements," and with Table 3.2, Category C.

All steel pipe piling shall be capable of meeting the fit-up requirements of AWS D1.1, Section 5.22.3.1, "Girth Weld Alignment (Tubular)," when the material is spliced utilizing a girth weld.

For the purposes of welding and prequalification of base metal, steel pipe piling designated as ASTM A 252 shall be treated as ASTM A 572, Grade 50, or ASTM A 709, Grade 50, in conformance with the requirements in AWS D1.1, Table 3.1.

Butt welded seams subsequently formed, including skelp end welds, shall be 100 percent ultrasonically tested in the final formed and welded condition. The acceptance criteria for UT shall conform to API 5L for API-licensed facilities or AWS D1.1 for cyclically loaded nontubular connections for welds subject to tensile stress.

Except for tack welding, gas metal arc welding (GMAW) shall not be used for the welding of steel pipe piling. When GMAW is used for tack welding, the filler metal shall not be deposited by short circuiting transfer.

The dimensional tolerances of steel pipe piling shall conform to the following:

1. Outside diameter: $\pm 0.75\%$ of the specified outside diameter
2. Wall thickness: -5% , $+10\%$ of the specified nominal wall thickness
3. Straightness: $\pm 1.0\%$ over the length of the pipe

Except for steel pipe piling marked with the API monogram, each length of steel pipe piling shall be marked as follows:

1. Name and location of the piling manufacturer
2. State Contract number
3. Heat number
4. Welding process
5. Outer diameter, nominal wall thickness, minimum wall thickness, and length
6. Year piling was produced
7. Marked as specified below for each class of steel pipe piling. Only Caltrans audited facilities are approved to mark piling for use on this project.

Class R Steel Pipe Piling

Class R steel pipe piling shall conform to one of the following:

1. Manufactured, welded, tested, and inspected in conformance with API 5L, minimum Grade X52, PSL1, and the following:
 - 1.1. Steel pipe piling shall be manufactured by a facility licensed to apply the API monogram.
 - 1.2. Hydrostatic testing, flattening tests, and the API monogram will not be required.
 - 1.3. Each length shall be marked "Caltrans Class R - API."
2. Manufactured in conformance with ASTM A 252, Grade 3, and the following:
 - 2.1. Arc welding processes shall conform to AWS D1.1.
 - 2.2. Groove welds using submerged arc welding from both sides without backgouging will require a procedure qualification record witnessed by the Engineer.
 - 2.3. Underfill will not be allowed.
 - 2.4. For electric resistance welded pipe, the outer diameter flash shall be removed to a maximum of 1/32 inch.
 - 2.5. The weld reinforcement shall not exceed 1/8 inch.
 - 2.6. The weighing of individual pipe will not be required as specified in ASTM A 252.
 - 2.7. Each length shall be marked "Caltrans Class R - A 252."

CONSTRUCTION

General

Steel pipe piling may be re-tapped to prevent pile set-up provided the field welded splice remains at least 3 feet above the work platform until that splice is approved in writing by the Engineer.

Welds used to attach handling devices to steel pipe piling shall be aligned parallel to the axis of the pile and shall conform to the requirements for field welding specified herein. Permanent bolted connections shall be corrosion resistant.

Field Welding

Field welding of steel pipe piling is defined as welding performed after the material has been transported from an audited facility.

Field welding shall conform to the requirements for circumferential welds as specified in "Materials" of this section and the following:

1. Welds made in the horizontal position where the longitudinal pipe axis is vertical shall be single-bevel groove welds.
2. The minimum preheat and interpass temperature for splice welding and for making repairs shall be 150 °F, regardless of the pipe pile wall thickness or steel grade. In the event welding is disrupted, preheating to 150 °F shall occur before welding is resumed.
3. Welds shall not be water quenched. Welds shall be allowed to cool unassisted to ambient temperature.

LAW DEPARTMENT APPROVED

OVERPASS EXHIBIT "C-1"

**Agreement
Between
BNSF RAILWAY COMPANY
and the
CONTRACTOR**

**BNSF RAILWAY COMPANY
Attention: Manager Public Projects
740 E. Carnegie Drive
San Bernardino, CA 922408-3571**

**Railway File: 026533K
Agency Project: Widen Existing West Prado Overhead**

Gentlemen:

The undersigned (hereinafter called, the "Contractor"), has entered into a contract (the "Contract") dated _____, 2009, with State of California for the performance of certain work in connection with the following project: Widen existing grade separation structure on State Route 91 (West Prado Overhead)

Performance of such work will necessarily require contractor to enter BNSF RAILWAY COMPANY ("Railway") right of way and property ("Railway Property"). The Contract provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for State (i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

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

Section 1. RELEASE OF LIABILITY AND INDEMNITY

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

CONTRACT NO. 12-0G0404
ADDED PER ADDENDUM NO. 2 DATED JULY 14, 2009

FORM 0107 Rev. 01/20/05

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

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

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

Section 2. TERM

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

Section 3. INSURANCE

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

- A. Commercial General Liability insurance. This insurance must contain broad form contractual liability with a combined single limit of a minimum of \$5,000,000 each occurrence and an aggregate limit of at least \$10,000,000. Coverage must be purchased on a post 1998 ISO occurrence form or equivalent and include coverage for, but not limit to the following:
- ◆ Bodily Injury and Property Damage
 - ◆ Personal Injury and Advertising Injury
 - ◆ Fire legal liability
 - ◆ Products and completed operations

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

- ◆ It is agreed that any workers' compensation exclusion does not apply to **Railroad** payments related to the Federal Employers Liability Act or a **Railroad** Wage Continuation Program or similar programs and any payments made are deemed not to be either payments made or obligations assumed under any Workers Compensation, disability benefits, or unemployment compensation law or similar law.
- ◆ The definition of insured contract must be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- ◆ Any exclusions related to the explosion, collapse and underground hazards must be removed.

No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy.

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

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

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

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

D. Railroad Protective Liability insurance naming only the **Railroad** as the Insured with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 10 93 and include the following:

- ◆ Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
- ◆ Endorsed to include the Limited Seepage and Pollution Endorsement.
- ◆ Endorsed to remove any exclusion for punitive damages.
- ◆ No other endorsements restricting coverage may be added.
- ◆ The original policy must be provided to the **Railroad** prior to performing any work or services under this Agreement

Other Requirements:

All policies (applying to coverage listed above) must not contain an exclusion for punitive damages and certificates of insurance must reflect that no exclusion exists.

Contractor agrees to waive its right of recovery against **Railroad** for all claims and suits against **Railroad**. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against **Railroad** for all claims and suits. The certificate of insurance must reflect the waiver of subrogation endorsement. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against **Railroad** for loss of its owned or leased property or property under contractor's care, custody or control.

Contractor's insurance policies through policy endorsement, must include wording which states that the policy is primary and non-contributing with respect to any insurance carried by **Railroad**. The certificate of insurance must reflect that the above wording is included in evidenced policies.

All policy(ies) required above (excluding Workers Compensation and if applicable, Railroad Protective) must include a severability of interest endorsement and **Railroad** must be named as an additional insured with respect to work performed under this agreement. Severability of interest and naming **Railroad** as additional insured must be indicated on the certificate of insurance.

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

Prior to commencing the Work, contractor must furnish to **Railroad** an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments and referencing the contract audit/folder number if available. The policy(ies) must contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify **Railroad** in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision must be indicated on the certificate of insurance. Upon request from **Railroad**, a certified duplicate original of any required policy must be furnished. Contractor should send the certificate(s) to the following address:

BNSF RAILWAY COMPANY
P.O. Box 12010-BN
Hemet, California 92546-8010
Fax: 909-766-2299

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

Contractor represents that this **Agreement** has been thoroughly reviewed by contractor's insurance agent(s)/broker(s), who have been instructed by contractor to procure the insurance coverage required by this **Agreement**. Allocated Loss Expense must be in addition to all policy limits for coverages referenced above.

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

If any portion of the operation is to be subcontracted by contractor, contractor must require that the subcontractor provide and maintain the insurance coverages set forth herein, naming **Railroad** as an additional insured, and requiring that the subcontractor release, defend and indemnify **Railroad** to the same extent and under the same terms and conditions as contractor is required to release, defend and indemnify **Railroad** herein.

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

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

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

Section 4. EXHIBIT "C" CONTRACTOR REQUIREMENTS

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

CONTRACT NO. 12-0G0404
ADDED PER ADDENDUM NO. 2 DATED JULY 14, 2009

Section 5. TRAIN DELAY

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

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

Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway and its customer(s). Under these arrangements, if Railway does not meet its contract service commitments, Railway may suffer loss of performance or incentive pay and/or be subject to penalty payments. Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.

The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway confidentiality obligations. Damages for train delay for certain trains may be as high as \$50,000.00 per incident.

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

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

Kindly acknowledge receipt of this letter by signing and returning to the Railway two original copies of this letter, which, upon execution by Railway, will constitute an Agreement between us.

(Contractor)

BNSF Railway Company

By: _____
Printed Name: _____
Title: _____

By: _____
Name: _____
Director of Public Projects
Lyn Hartley

Contact Person: _____
Address _____

Accepted and effective this ___ day of _____, 2005.

City: _____ State: ___ Zip: ___
Fax: _____
Phone: _____
E-mail: _____

BID ITEM LIST
12-0G0404

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
161	703450	WELDED STEEL PIPE CASING (BRIDGE)	LF	595		
162	705201	12" CONCRETE FLARED END SECTION	EA	1		
163	707217	36" PRECAST CONCRETE PIPE MANHOLE	LF	12		
164	721006	ROCK SLOPE PROTECTION (1/2 TON, METHOD B)	CY	450		
165	721009	ROCK SLOPE PROTECTION (FACING, METHOD B)	CY	70		
166	721010	ROCK SLOPE PROTECTION (BACKING NO. 1, METHOD B)	CY	20		
167 (F)	721810	SLOPE PAVING (CONCRETE)	CY	90		
168	727901	MINOR CONCRETE (DITCH LINING)	CY	9		
169 (F)	727905	MINOR CONCRETE (CHANNEL LINING)	CY	53		
170	729010	ROCK SLOPE PROTECTION FABRIC	SQYD	32		
171 (F)	731502	MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION)	CY	156		
172 (F)	750001	MISCELLANEOUS IRON AND STEEL	LB	39,850		
173 (F)	750498	MISCELLANEOUS METAL (RESTRAINER - CABLE TYPE)	LB	420		
174 (F)	750505	BRIDGE DECK DRAINAGE SYSTEM	LB	180		
175	800360	CHAIN LINK FENCE (TYPE CL-6)	LF	2,710		
176	016360	CHAIN LINK FENCE (TYPE CL-10)	LF	3,540		
177	802580	12' CHAIN LINK GATE (TYPE CL-6)	EA	1		
178	820107	DELINEATOR (CLASS 1)	EA	10		
179	832003	METAL BEAM GUARD RAILING (WOOD POST)	LF	7,860		
180 (F)	833033	CHAIN LINK RAILING (TYPE 7 MODIFIED)	LF	477		