

# INFORMATION HANDOUT

## **SITE INVESTIGATION (Railroad)**

Phase II Hazardous Waste Investigation  
SCRRA Empire Avenue - Buena Vista Street Grade Separation  
E737B-08, CTO No. 001  
Project No. 2009-010.01

## **GEOTECHNICAL INVESTIGATION REPORT (Railroad)**

Geotechnical Investigation  
SCRRA Empire Avenue - Buena Vista Street Grade Separation  
E737B-08, CTO No. 001  
Project No. 2009-010.01

Geotechnical Investigation, Addendum No. 1  
SCRRA Empire Avenue - Buena Vista Street Grade Separation  
E737B-08, CTO No. 001  
Project No. 2009-010.01

## **AGENCIES' STANDARD PLANS (Railroad)**

Southern California Regional Rail Authority (SCRRA)  
METROLINK  
Engineering Standards  
Excavation Support Guidelines  
Track Charts

City of Burbank  
Public Works Department  
Concrete Curb and Gutter, Commercial Driveway,  
Sidewalk, Cross Gutter, and Curb Drain

City of Los Angeles  
Department of Transportation  
Camera Poles Detail Drawings

Standard Specifications for  
Public Works Construction

2009 Edition

**AGENCIES' STANDARD  
(Railroad)**

American Railway Engineering and  
Maintenance-of-Way Association  
(A.R.E.M.A.)  
AREMA Manual for Railway Engineering

**FORM**

RIGHT-OF-WAY ENTRY AGREEMENT  
SCRRRA Form No. 6

**VARIANCE**

CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY  
DEPARTMENT OF TOXIC SUBSTANCES CONTROL  
VARIANCE NO. V09HQSCD006

**PERMITS**

COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC WORKS  
FLOOD CONTROL DISTRICT

Permit No. PCFL T201200741

CITY OF BURBANK  
PUBLIC WORK DEPARTMENT  
EXCAVATION/CONSTRUCTION PERMIT

Permit No. PW1208293

**MATERIALS INFORMATION**

LEAD INVESTIGATION REPORTS

SITE INVESTIGATION REPORTS

ASBESTOS SURVEY REPORT

FOUNDATION RECOMMENDATION

GEOTECHNICAL DESIGN REPORT

**ROUTE: 07-LA-5-29.4/31.6**

**TEMPORARY RIGHT-OF-ENTRY AGREEMENT**

**SCRRA FORM NO. 6**

SCRRA File No.	
SCRRA Project/Task No.	
Subdivision	
Mile Post	
Thomas Guide Location	

This Temporary Right-of-Entry Agreement (“Agreement”) is between the Southern California Regional Rail Authority (hereinafter referred to as “SCRRA”) and \_\_\_\_\_ (hereinafter referred to as "Contractor"). This Agreement is for entry upon, over and under SCRRA and Member Agency Right-of-Way (“Right-of-Way”) at or near \_\_\_\_\_ in the City of \_\_\_\_\_ or in the Unincorporated County of \_\_\_\_\_ (as such location is more specifically identified above) for the purpose of \_\_\_\_\_ (as shown on attached drawings).

1. **Definitions**

- A. Contractor is an individual, firm, partnership or corporation or combination thereof, private, municipal or public, including joint ventures, which are referred to throughout this document by singular number and masculine gender. For purposes of this agreement, Contractor also includes any subcontractor, supplier, agent or other individual entering the Right-of-Way during performance of work.
- B. Indemnitees are SCRRA, Member Agencies and Operating Railroad and their respective officers, commissioners, employees, agents, successors and assigns.
- C. Operating Railroad is/are that specific passenger or freight-related railroad company(s) validly operating on SCRRA and Member Agency track(s). Operating Railroads are any combination(s) of the SCRRA (METROLINK), the National Railroad Passenger Corporation (AMTRAK), the Union Pacific Railroad Company (UPRR) and the BNSF Railway Company.
- D. Property and Right-of-Way is defined herein to mean the real and/or personal property of SCRRA and/or Member Agencies.
- E. SCRRA is a five-county joint powers authority, created pursuant to State of California Public Utilities Code Section 130255 and California Government Code Section 6500 et seq., to build and operate the “Metrolink” commuter train system in the five-county area on rail rights-of-ways owned by the Member Agencies. The five-county Member Agencies (“Member Agency”) are comprised of the following: Los Angeles County Metropolitan

Transportation Authority (MTA), Ventura County Transportation Commission (VCTC), Orange County Transportation Authority (OCTA), San Bernardino Associated Governments (SANBAG), and Riverside County Transportation Commission (RCTC).

- F. SCRRA Employee-In-Charge (EIC) is a Southern California Regional Rail Authority employee or contractor (SCRRA General Code of Operating Rules and Territory Qualified) providing warning to Public Agency or Contractor personnel of approaching trains or on track equipment and who has the authority to halt work and to remove personnel from the Right-of-Way to assure safe work.
- G. SCRRA Safety Trainer is a qualified SCRRA employee or contracted employee (SCRRA General Code of Operating Rules qualified) as authorized by the SCRRA Director of Engineering and Construction to provide Contractor training.

## 2. **References**

When working on the Right-of-Way, the Contractor must comply with the rules and regulations contained in the current editions of the following documents which are "references" incorporated in this document as if they were set out in full in this paragraph. The Contractor, by its signature on this Agreement, acknowledges receipt of these documents and agrees to abide by said rules and regulations at all times when on the Right-of-Way.

- A. Rules and Requirements for Construction on Railway Property, SCRRA Form No. 37.
- B. General Safety Regulations for Third Party Construction and Utility Workers on SCRRA Property.

## 3. **Entry Onto Right-of-Way**

No verbal approvals will be granted. The Contractor shall not enter onto the Right-of-Way unless Contractor has arranged for SCRRA safety training as well as protective services (EIC and/or other protective services to be determined by SCRRA) and has paid all charges and fees. A fully executed copy this Form 6 must be in the possession of the contractor at the job site and must be produced by Contractor upon request by SCRRA, a law enforcement officer or Member Agency's representative. If said Agreement is not produced, SCRRA has the right to suspend work in the Right-of-Way until Contractor demonstrates possession of Agreement at the job site.

## 4. **Termination of Agreement**

SCRRA or Member Agency reserves the right to terminate or revoke this temporary Agreement at any time upon two hours notice; however, in the event of an unsafe condition on the Right-of-Way, SCRRA shall have the right to terminate this Agreement immediately, without any advanced notice. Unless subsequently modified, extended, terminated or revoked by SCRRA, this temporary Agreement shall extend until the work authorized hereunder is completed or accepted by SCRRA. In any event, however, the Agreement shall be automatically terminated if or when the insurance that the Contractor is required to maintain hereunder lapses or expires. The Contractor agrees to return the Property to a condition substantially the same as before construction, including replacement, repair, or reinstallation of railroad signs and property. Railroad signs include but are not limited to "No Trespassing", "Speed Limit", "Milepost", "Whistle", "Station Stop" and "Fiber Optics". The Contractor agrees

to notify SCRRA, in writing and orally, when use of the Right-of-Way or work is completed (see Section 18 of this Agreement for SCRRA contact). Under no circumstances shall the temporary right of entry provided for under this Agreement be construed as granting to the Contractor or its Subcontractors and agents any right, title or interest of any kind or character in, on or about any Property.

At the request of SCRRA or Member Agency, Contractor shall remove from the Right-of-Way any employee or other individual who has not completed safety training or otherwise fails to conform to the instructions of SCRRA's or Member Agency's representative in connection with work on the Right-of-Way. Any right of Contractor to enter upon the Right-of-Way shall be suspended until such request of SCRRA or Member Agency is met. Contractors shall defend, indemnify and hold harmless SCRRA and Member Agency against any claim arising from the removal of any such employee or other individual from the Right-of-Way.

## 5. **Indemnification**

Contractor, on behalf of itself and its employees, subcontractors, agents, successors and assigns, agrees to indemnify, defend, by counsel satisfactory to SCRRA and Member Agency, and hold harmless "Indemnitees", and each of them to the maximum extent allowed by law, from and against all loss, liability, claims, demands, suits, liens, claims of lien, damages (including incidental consequential damages), costs and expenses (including, without limitation, any fines, penalties, judgments, actual litigation expenses and experts' and actual attorneys' fees), that are incurred by or asserted against Indemnitees arising out of or connected in any manner with (i) the acts or omissions of the Contractor or its officers, directors, affiliates, subcontractors or agents or anyone directly or indirectly employed by them or for whose acts the foregoing persons are liable (collectively, "Personnel") in connection with or arising from the presence upon or performance of activities by the Contractor or its Personnel with respect to the Right-of-Way, (ii) bodily and/or personal injury or death of any person (including without limitation employees of Indemnitees) or damage to or loss of use of Property resulting from such acts or omissions of the Contractor or its Personnel or (iii) non-performance or breach by Contractor or its Personnel of any term or condition of this Agreement, in each case whether occurring during the term of this Agreement or thereafter.

The foregoing indemnity shall be effective regardless of any negligence (whether active, passive, derivative, joint, concurring or comparative) on the part of Indemnitees, unless caused by the sole negligence or willful misconduct of Indemnitees, and is in addition to any other rights or remedies, which Indemnitees may have under the law or under this Agreement.

Claims against the Indemnitees by the Contractor or its Personnel shall not limit the Contractor's indemnification obligations hereunder in any way, whether or not such claims against Indemnitees may result in any limitation of the amount or type of damages, compensation or benefits payable by or for the Contractor or its Personnel under workers' compensation acts, disability benefit acts or other employee benefit acts or insurance.

The provisions of this section shall survive the termination or expiration of this Agreement.

## 6. **Assumption of Liability**

To the maximum extent allowed by law, the Contractor releases Indemnitees from and assumes any and all risk of loss, damage or injury of any kind to any person or property, including without limitation, the Property and/or Right-of-Way and any other property of or

under the control or custody of, the Contractor or its personnel in connection with any acts undertaken under or in connection with this Agreement. The Contractor's assumption of risk shall include, without limitation, loss or damage caused by defects in any structure or improvements (including easement, lease or license agreements for other existing improvements and utilities) on the Right-of-Way, accident or fire or other casualty on the Right-of-Way or electrical discharge, noise or vibration resulting from SCRRA, Member Agency and Operating Railroad transit operations on or near the Right-of-Way and any other persons or companies employed, retained or engaged by SCRRA or Member Agency. The Contractor, on behalf of itself and its Personnel (as defined in Section 5, "Indemnification") as a material part of the consideration for this Agreement, hereby waives all claims and demands against the Indemnitees for any such loss, damage or injury of the Contractor and/or its Personnel. The Contractor waives the benefit of California Civil Code Section 1542, which provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

The provisions of this Section shall survive the termination or expiration of this Agreement.

#### 7. **Insurance**

The Contractor, at its sole cost and expense, shall obtain and maintain in full force and effect during the term of this Agreement insurance as required by SCRRA or Member Agency in the amounts, coverage, and terms and conditions specified, and issued by insurance companies as described on Exhibit "A". SCRRA or Member Agency reserve the right, throughout the term of this Agreement, to review and change the amount and type of insurance coverage it requires in connection with this Agreement. Prior to entering the Right-of-Way or performing any work or maintenance on the Right-of-Way, the Contractor shall furnish SCRRA with insurance endorsements or certificates in the form of Exhibit "B", evidencing the existence, amounts and coverage of the insurance and signed by a person authorized by the insurer to bind coverage on its behalf. In most instances, SCRRA and Member Agency do not allow self-insurance; however, if the Contractor can demonstrate assets and retention funds meeting SCRRA and Member Agency self-insurance requirements, SCRRA and Member Agency may in SCRRA's sole and absolute discretion permit the Contractor to self-insure. The right to self-insure with respect to any coverage required hereunder may be granted or revoked at the sole and absolute discretion of SCRRA or any Member Agency. SCRRA or Member Agency shall not be liable for the payment of any premiums or assessments for insurance required to be maintained by the Contractor under this Agreement. Contractor affirms that all subcontractors covered by this Agreement are insured to the same limits required of the Contractor or included in Contractor's policy.

Prior to the expiration of any policy, the Contractor shall furnish SCRRA with certificates of renewal or "binders" thereof. Each certificate shall expressly state that such policies shall not be cancelable or otherwise subject to modification except after thirty (30) days prior written notice to SCRRA and Member Agency.

#### 8. **No Assignment**

The Contractor shall not assign this Agreement or any right hereunder without SCRRA's and Member Agency's prior written consent.

9. **Compliance by Contractor**

The Contractor shall take all steps necessary to assure that its subcontractors comply with the terms and conditions of this Agreement and applicable laws and regulations. The Contractor shall assure that no lien is placed against the Right-of-Way arising from performance of work hereunder by Contractor or any subcontractor, and in the event of such a lien, Contractor shall immediately remove or cause to be removed such lien.

10. **Safety Orientation Class**

The Contractor and his subcontractors shall be required to attend a SCRRA Safety Orientation Class prior to receiving permission to enter the Right-of-Way. The Contractor shall notify SCRRA's contractor for safety and flagging services at 1-877-452-0205 to arrange for third party safety training. Allow 24 to 72 hours from the request for safety training to arrange the training. Upon completion of safety training, the Contractor shall notify SCRRA's contractor at (714) 920-9037 a minimum of fifteen (15) working days prior to beginning work on the Right-of-Way and secure any protection SCRRA deems necessary. This prior notification does not guarantee the availability of on track safety protection for the proposed date of construction. To the full extent of Paragraph 5 above (Indemnification), Contractor agrees to indemnify SCRRA against any and all claims resulting from sickness or any other absence.

11. **SCRRA Safety and Protective Services**

The Contractor must request and arrange for on track safety protection satisfactory to SCRRA in the following circumstances:

- A. When the Contractor's work activities are within the right-of-way of SCRRA.
- B. When the Contractor's work activities are located over or under a track or tracks.
- C. When cranes, pile drivers, drill rigs, concrete pumps, or similar equipment positioned outside of the right-of-way could foul the track in the event of tip-over or other catastrophic occurrence.
- D. When in the opinion of the SCRRA it is necessary to safeguard the employees, trains, engines and facilities of SCRRA.
- E. When any excavation is performed below the elevation of the track sub-grade, or track or other railroad facilities may be subject to movement or settlement.
- F. When work in any way interferes with the safe operation of trains at timetable speeds.
- G. When any hazard is presented to railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.
- H. When clearing, grubbing, grading, or blasting is in proximity to the right-of-way which, in the opinion of SCRRA or representative of an SCRRA Member Agency, may endanger the right-of-way or operations.
- I. When street construction and maintenance activities, located within the right-of-way or in the vicinity of the highway-rail grade crossing, requiring temporary work area traffic control, which may affect or create unsafe conditions for employees, public, trains and

vehicles.

The Contractor, and his subcontractors, shall complete SCRRA's Safety Orientation Class, as instructed in Item 10. Upon completion individuals will received a safety sticker which shall be adhered to their hardhat while working on railroad Right-of-Way as proof of completion of safety training.

12. **Reimbursement of Costs and Expenditures**

The Contractor agrees to reimburse SCRRA or Member Agency for all cost and expense incurred by SCRRA or Member Agency in connection with said work, including without limitation the expense of engineering plan review, staff costs to process approvals and agreements, safety training, furnishing an SCRRA Railroad Employee and protective services as SCRRA deems necessary. Contractor agrees to reimburse SCRRA for all construction related services including but not limited to installation and removal of falsework beneath tracks, restoration of railroad roadbed and tracks, installation of appropriate protective devices, temporary and permanent repairs of signal or communication equipment, restoration of the Right-of-Way to a condition satisfactory to SCRRA's and Member Agency's representative.

The Contractor agrees to reimburse SCRRA or Member Agency actual cost and expense reasonably incurred for all services and work performed in connection with said work, including SCRRA's allocated overhead and fringe benefits. SCRRA will charge the Contractor four hours minimum for the mandatory safety training class and for other services four hours or less in duration. SCRRA will charge the Contractor for eight hours minimum if the Contractor cancels SCRRA services after SCRRA Railroad Employee or SCRRA Safety Training Officer is on site on the day of the appointment.

The Contractor also agrees to reimburse SCRRA, Member Agency and/or Operating Railroad for any and all cost and expense incurred as a result of Contractor's work which may result in (i) unscheduled delay to the trains or interference in any manner with the operation of trains, (ii) unscheduled disruption to normal train operation, (iii) unreasonable inconvenience to the public or private user of the system, (iv) loss of revenue and (v) alternative method of transportation for passengers. SCRRA will submit final bills to the Contractor for cost incurred.

Prior to commencement of work, the Contractor shall deposit with SCRRA the sum of \_\_\_\_\_ dollars (\$)\_\_\_\_\_ representing the estimated expense to be incurred by SCRRA and Member Agency in connection with said work. As the work progresses, SCRRA may require additional progress payments as the scope of work changes or becomes clearer. SCRRA may discontinue services to Contractor pending receipt of progress payments. The deposit and progress payments shall be applied to SCRRA's and Member Agency's actual costs and expenditures. The Contractor shall be responsible to pay any amount exceeding the above payments upon receipt of notice or invoice by SCRRA. SCRRA shall exercise its best efforts to provide final invoicing to Contractor within 90 days following completion of the work; however, Contractor acknowledges that it shall be responsible for payment of all expenses incurred by SCRRA and Member Agency in connection with the work even if the final invoicing is provided to Contractor thereafter. Upon satisfactory completion of all work, any payments in excess of SCRRA's and Member Agency's costs and expenditures shall be returned to the Contractor within reasonable time.

If there is no amount indicated in the blank space provided above for the deposit to be made by the Contractor, and if prior SCRRA written approval is obtained, in lieu of such deposit,

Contractor shall cause surety bond to be executed by a reliable surety acceptable to SCRRA and Member Agency, conditioned upon the faithful performance of the provisions of this Agreement.

13. **Temporary Traffic Control**

Temporary traffic control shall be used when a maintenance or construction activity is located on the Right-of-Way or when the activity is located in the vicinity of a highway-rail grade crossing, which could result in queuing of vehicles across the railroad tracks. Temporary traffic control will comply with the current editions of the CA MUTCD, WATCH and SCRRA Engineering Standard ES4301. Refer to SCRRA's "Temporary Traffic Control Guidelines" for further information on definitions, referenced standards, traffic control plans, submittals, traffic control elements and responsibility/authority for temporary traffic control at highway-rail grade crossings. The guidelines provide acceptable alternatives and procedures, which prescribe appropriate temporary traffic control measures at highway-rail grade crossings and are available on the SCRRA website. (<http://www.metrolinktrains.com>).

14. **Environmental Health and Safety Plan**

Contractor shall immediately notify SCRRA and the appropriate regulatory agency (ies) of any spill, release, discharge or discovery of any hazardous material or contaminants in, on or under the Property. After providing such notice to SCRRA and the appropriate regulatory agency (ies), any contaminated soils or hazardous materials which are spilled, released, discharged or discovered by the Contractor, shall be promptly removed and disposed of by Contractor in accordance with all the applicable laws at Contractor's sole cost and expense. To the extent preexisting contamination or hazardous material, which was not caused or contributed to by Contractor, is discovered or unearthed by Contractor, Contractor shall only be obligated by this provision to removing and disposing of that portion of the contaminated soils or hazardous materials that are unearthed or otherwise disturbed during Contractor's operations. Prior to entry onto the Property, Contractor (s) performing trenching, excavations or soil borings may be required by SCRRA to submit a "Hazardous Materials Work Plan." If required, said plan shall include Contractor's site-specific health and safety plan and any other information that SCRRA may require. Contractor shall ensure that all documentation for transportation or disposal of contaminated soils or hazardous materials is prepared in the Contractor's name only and that neither SCRRA nor Member Agency shall have any responsibility or liability therefor. Contractor shall defend and indemnify SCRRA for any spill, release or discharge of contaminants or hazardous materials by Contractor in connection with activities hereunder in accordance with Section 5 Indemnification (Page 2 of 14)

15. **Warranty for Plan Review**

Review and or approval of the plans and calculations by SCRRA shall not relieve the Contractor of responsibility for full compliance with contract requirements, correctness of design drawings and details, proper fabrication and construction techniques and coordination with other government and private permitting agencies, nor shall such review or approval by SCRRA in any way relieve Contractor from, or otherwise modify, Contractors' indemnity obligations (Section 5) or assumption of liability obligations (Section 6). Execution of this right of entry does not imply design warranty or responsible charge on the part of SCRRA engineering employees. The parties expressly agree that SCRRA makes no warranty of any kind and assumes no responsibility therefore.

16. **Miscellaneous**

Wherever the context of this document so requires, words used in the masculine gender shall include the feminine and neuter genders; words used in the neuter gender shall include the masculine and feminine genders; words in the singular shall include the plural; and words in the plural shall include the singular.

17. **Emergency Telephone Numbers**

The Contractor must immediately contact SCRRA in case of accidents, personal injury, defect in track, bridge or signals or any unusual condition that may affect the safe operation of the railroads. The following are SCRRA's emergency numbers:

<b>Signal Emergencies and Grade Crossing Problems</b>	<b>(888) 446-9721</b>
<b>Metrolink Chief Dispatcher</b>	<b>(909) 593-0661 or (888) 446-9715</b>
<b>Metrolink Sheriff's Dispatcher</b>	<b>(323) 563-5280 or (323) 563-5000</b>
<b>Signal and Communications Cable Location</b>	<b>(909) 859-4100 or (909) 859-4112</b>

18. **Notices**

Except as otherwise provided in this agreement, all notices, statements, demands, approvals or other communications to be given under or pursuant to this agreement will be in writing, addressed to the parties at their respective addresses as provided below and will be delivered in person or by certified or registered mail, postage paid or by telegraph or cable, charges pre-paid.

**SCRRA:** Assistant Director, Standards and Design  
Southern California Regional Rail Authority (SCRRA)  
279 East Arrow Highway, Suite A  
San Dimas, California 91773  
Attn: Mr. Christos Sourmelis - ROW Encroachments Coordinator  
E-mail: sourmelisc@scrra.net  
Office Number: (909) 394-3418

**Contractor:** Contractor's address is shown on the next page.

19. **California Law**

This agreement shall be construed and interpreted in accordance with and governed by the laws of the State of California. Venue shall be located in courts in Los Angeles County.



The Contractor hereby agrees to the terms as set forth in this Agreement and hereby acknowledges receipt of this Agreement and of the insurance certificate forms (Exhibits A & B) herein provided.

\_\_\_\_\_  
*(Name of Contractor)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Address)*

\_\_\_\_\_  
*(Print Name)*

\_\_\_\_\_

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Telephone)*

\_\_\_\_\_  
*(Contractor's State License No.)*

\_\_\_\_\_  
*(Fax)*

\_\_\_\_\_  
*(Email)*

Receipt of the foregoing agreement and certificated of insurance furnished by the Contractor are hereby acknowledged on this \_\_\_\_ day of \_\_\_\_ 20 \_\_\_\_.

**SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY**

By: \_\_\_\_\_  
ROW Encroachments Coordinator

By: \_\_\_\_\_  
Assistant Director, Standards and Design

**[Approved As To Form By Legal Counsel]**

**EXHIBIT "A"  
INSURANCE REQUIREMENTS FOR RIGHT OF ENTRY AGREEMENTS**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to Property, which may arise from or in connection with the performance of the work by the Contractor, his agents, representatives, employees or subcontractors.

**1. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

- Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- Insurance Services Office form No. CA 0001 (Ed. 1/87) covering Auto. Liability, code 1 (any auto).
- Worker's Compensation insurance as required by the State of CA. & Employer's Liability Insurance.
- Course of Construction insurance form providing coverage for "all risks" of loss.
- Property insurance against all risks of loss to any tenant improvements or betterment.
- Contractor's Pollution Liability

**2. Minimum Limits of Insurance**

Contractor shall maintain limits no less than:

- General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and Property damage.
- If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- Automobile Liability: \$1,000,000 per accident for bodily injury and Property damage.
- Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- Course of Construction: Completed value of the project.
- Property Insurance: Full replacement cost with no coinsurance penalty provision.
- Contractor's Pollution Liability: \$1,000,000 per occurrence/\$2,000,000 annual aggregate

**3. Certificate Holder/Additional Insured**

Certificate holder and/or insured will be the following:

Southern California Regional Rail Authority (SCRRA)

Additionally Insured will be the following:

Los Angeles County Metropolitan Trans. Auth. (MTA)  
 Orange County Transportation Authority (OCTA)  
 Riverside County Transportation Commission (RCTC)  
 San Bernardino Associated Government (SANBAG)  
 Ventura County Transportation Commission (VCTC)

Burlington Northern Santa Fe Corp. (BNSF)  
 Union Pacific Railroad Company (UPRR)  
 National Railroad Passenger Corp. (AMTRAK)

**4. Railroad Protective Liability Insurance**

- Railroad Protective Liability Insurance

The Contractor shall provide, with respect to the operations they or any of their subcontractors perform on the Property, Railroad Protective Liability Insurance, AAR-AASHTO (ISO/RIMA) in the name of the railroads and Member Agencies shown in Section 3 above.

The policy shall have limits of liability of not less than **\$2 million per occurrence**, combined

single limit, for coverage and for losses arising out of injury to or death of all persons and for physical loss or damage to or destruction of Property, including the loss of use thereof. A **\$6 million annual aggregate** shall apply.

If coverage is provided on the London claims-made form, the following provisions shall apply:

- A. The limits of liability shall be not less than \$3 million per occurrence, combined single limit. A \$9 million aggregate may apply.
- B. Declarations item 6, extended claims made date, shall allow an extended claims made period no shorter than the length of the original policy period plus one year.
- C. If equivalent or better, wording is not contained in the policy form, the following endorsement must be included:

It is agreed that "physical damage to Property" means direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbed, catenaries, signals, bridges or buildings.

For certain low-hazard activity, Contractor may request that the SCRRA and Member Agency waive the requirement to provide the Railroad Protective Liability Insurance. If the exposure to the track is physically separated by a building, floor or a continuous fence (no thoroughfares) and the employees of the Contractor are explicitly notified that they are not permitted to have any contact with the track, the Railroad Protective Liability Insurance requirement may be waived by SCRRA's Manager Public Projects or his/her designated representative.

**5. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by SCRRA and Member Agency. At the option of SCRRA, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects SCRRA and Member Agency, its officials and employees or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**6. Other Insurance Provisions**

The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

- A. SCRRA and Member Agency, its subsidiaries, officials and employees are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to SCRRA and Member Agency, its subsidiaries, officials and employees.
- B. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects SCRRA and Member Agency, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by SCRRA and Member Agency, its subsidiaries, officials and employees shall be excess of the Contractor's insurance and shall not contribute with it.
- C. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SCRRA and Member Agency, its

subsidiaries, officials and employees.

- D. The Contractor insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- E. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to SCRRA and/or Member Agency.

Course of Construction policies shall contain the following provisions:

- A. SCRRA and Member Agency shall be named as loss payee.
- B. The insurer shall waive all rights subrogation against SCRRA and Member Agency.

7. **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by SCRRA and Member Agency.

8. **Verification of Coverage**

Contractor shall furnish SCRRA with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by SCRRA. All endorsements are to be received and approved by SCRRA before work commences. As an alternative to SCRRA's forms, the Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

9. **Subcontractors**

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

10. **Train Services**

Approximate daily train traffic is \_\_\_\_\_ passenger trains and \_\_\_\_\_ freight trains.

11. **Submittal**

The original insurance policy (s) shall be submitted to:

Assistant Director, Standards and Design  
Southern California Regional Rail Authority (SCRRA)  
279 East Arrow Highway, Suite A  
San Dimas, California 91773  
Attn: Mr. Christos Sourmelis - ROW Encroachments Coordinator  
E-mail: sourmelisc@scrra.net  
Office Number: (909) 394-3418



**EXHIBIT "B"  
RAILROAD PROTECTIVE LIABILITY POLICY  
DECLARATION**

<b>POLICY</b>			
Insurance Company:			
Policy Number:			
Policy Period:	_____	From:	To:
		12:01am Standard time at location	
<b>CERTIFICATE HOLDER AND ADDITIONALLY INSURED</b>			
<b>Certificate Holder/Insured:</b>			
Southern California Regional Rail Authority (SCRRA) 279 E. Arrow Highway, Suite A, San Dimas, CA 91773			
<b>Additionally Insured:</b>			
Los Angeles County Metropolitan Transportation Authority (MTA)	Burlington Northern Santa Fe Corporation (BNSF)		
Orange County Transportation Authority (OCTA)	Union Pacific Railroad Company (UPRR)		
Riverside County Transportation Commission (RCTC)	National Railroad Passenger Corp. (AMTRAK)		
San Bernardino Associated Governments (SANBAG)			
Ventura County Transportation Commission (VCTC)			
<b>LIMITS OF INSURANCE</b>			
Aggregate Limit	\$6,000,000	Each Occurrence Limit	\$2,000,000
<b>DESCRIPTION OF WORK AND JOB LOCATION(S)</b>			
<b>NAME AND ADDRESS OF DESIGNATED CONTRACTOR</b>			
<b>NAME AND ADDRESS OF INVOLVED GOVERNMENT AUTHORITY OR OTHER CONTRACTING PARTY</b>			
<b>PREMIUM</b>			
Contract Cost	_____	Rate per 1,000 of	_____
Premium Base	_____	Advance Premium	_____
<b>FORM OF ENDORSEMENT</b>			
<u>Title</u>	<u>Number</u>		
<b>COUNTERSIGNATURE</b>			
Countersigned by	_____	Date	_____
	<i>(Authorized Representative)</i>		

**EXHIBIT "B"**

<b>CERTIFICATE OF INSURANCE</b> Southern California Regional Rail Authority (SCRRA)				ISSUE DATE (MM/DD/YY)											
PRODUCER	THIS CERTIFICATE OF INSURANCE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND OR ALTER THIS COVERAGE AFFORDED BY THE POLICY BELOW.														
INSURED	<p style="text-align: center;"><b>COMPANIES AFFORDING COVERAGE</b></p> <table style="width: 100%; border: none;"> <tr><td style="padding: 2px;">COMPANY LETTER</td><td style="padding: 2px; text-align: center;">A</td></tr> <tr><td style="padding: 2px;">COMPANY LETTER</td><td style="padding: 2px; text-align: center;">B</td></tr> <tr><td style="padding: 2px;">COMPANY LETTER</td><td style="padding: 2px; text-align: center;">C</td></tr> <tr><td style="padding: 2px;">COMPANY LETTER</td><td style="padding: 2px; text-align: center;">D</td></tr> <tr><td style="padding: 2px;">COMPANY LETTER</td><td style="padding: 2px; text-align: center;">E</td></tr> </table>					COMPANY LETTER	A	COMPANY LETTER	B	COMPANY LETTER	C	COMPANY LETTER	D	COMPANY LETTER	E
COMPANY LETTER	A														
COMPANY LETTER	B														
COMPANY LETTER	C														
COMPANY LETTER	D														
COMPANY LETTER	E														
<p><b>COVERAGES</b> THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENTS, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>															
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS										
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. <input type="checkbox"/> OTHER _____				<table style="width: 100%; border: none;"> <tr><td style="padding: 2px;">GENERAL AGGREGATE PRODUCTS-COMP/OP AGG.</td><td style="padding: 2px; text-align: right;">\$</td></tr> <tr><td style="padding: 2px;">PERSONAL &amp; ADV. INJURY EACH OCCURRENCE</td><td style="padding: 2px; text-align: right;">\$</td></tr> <tr><td style="padding: 2px;">FIRE DAMAGE (Any one fire)</td><td style="padding: 2px; text-align: right;">\$</td></tr> <tr><td style="padding: 2px;">MED. EXPENSE (Any one person)</td><td style="padding: 2px; text-align: right;">\$</td></tr> </table>	GENERAL AGGREGATE PRODUCTS-COMP/OP AGG.	\$	PERSONAL & ADV. INJURY EACH OCCURRENCE	\$	FIRE DAMAGE (Any one fire)	\$	MED. EXPENSE (Any one person)	\$		
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FIRE DAMAGE (Any one fire)	\$														
MED. EXPENSE (Any one person)	\$														
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				<table style="width: 100%; border: none;"> <tr><td style="padding: 2px;">COMBINED SINGLE LIMIT</td><td style="padding: 2px; text-align: right;">\$</td></tr> <tr><td style="padding: 2px;">BODILY INJURY (Per person)</td><td style="padding: 2px; text-align: right;">\$</td></tr> <tr><td style="padding: 2px;">BODILY INJURY (Per accident)</td><td style="padding: 2px; text-align: right;">\$</td></tr> <tr><td style="padding: 2px;">PROPERTY DAMAGE</td><td style="padding: 2px; text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE	\$		
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BODILY INJURY (Per accident)	\$														
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AGGREGATE	\$														
	<b>PROPERTY INSURANCE</b> <input type="checkbox"/> COURSE OF CONSTRUCTION				<table style="width: 100%; border: none;"> <tr><td style="padding: 2px;">AMOUNT OF INSURANCE</td><td style="padding: 2px; text-align: right;">\$</td></tr> </table>	AMOUNT OF INSURANCE	\$								
AMOUNT OF INSURANCE	\$														
	<b>WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY</b>				<table style="width: 100%; border: none;"> <tr><td style="padding: 2px;">STATUARY LIMITS EACH ACCIDENT</td><td style="padding: 2px; text-align: right;">\$</td></tr> <tr><td style="padding: 2px;">DISEASE-POLICY LIMIT</td><td style="padding: 2px; text-align: right;">\$</td></tr> <tr><td style="padding: 2px;">DISEASE-EACH EMPLOYEE</td><td style="padding: 2px; text-align: right;">\$</td></tr> </table>	STATUARY LIMITS EACH ACCIDENT	\$	DISEASE-POLICY LIMIT	\$	DISEASE-EACH EMPLOYEE	\$				
STATUARY LIMITS EACH ACCIDENT	\$														
DISEASE-POLICY LIMIT	\$														
DISEASE-EACH EMPLOYEE	\$														
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS</b>															
<p><b>THE FOLLOWING PROVISIONS APPLY:</b></p> <ol style="list-style-type: none"> <li>1. None of the above-described policies will be canceled, limited in scope of coverage or nonrenewed until after 30 days' written notice has been given to SCRRA at the address indicated below.</li> <li>2. As respects operations of the named insured performed on behalf of SCRRA, the following are added as additional insured on all liability insurance policies listed above: SCRRA, its Member Agencies, Operating Railroads, its subsidiaries, officials and employees.</li> <li>3. It is agreed that any insurance of self-insurance maintained by SCRRA will apply in excess of and not contribute with, the insurance described above.</li> <li>4. SCRRA is named a loss payee on the property insurance policies described above, if any.</li> <li>5. All rights of subrogation under the property insurance policy listed above have been waived against SCRRA.</li> <li>6. Any failure by the insured to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SCRRA, its Member Agencies, its subsidiaries, officials and employees.</li> <li>7. The worker's compensation insurer named above, if any, agrees to waive all rights of subrogation against SCRRA for injuries to employees of the insured resulting from work for SCRRA or use of Member Agencies premises or facilities.</li> </ol>															
<b>CERTIFICATE HOLDER</b> Southern California Regional Rail Authority (SCRRA) 279 E. Arrow Highway, Suite A, San Dimas, CA 91773				<b>AUTHORIZED REPRESENTATIVE</b>  SIGNATURE _____ TITLE _____ PHONE NO. _____											
<b>ADDITIONAL INSURED</b> MTA, OCTA, RCTC, SANBAG, VCTC, BNSF, UPRR, AMTRAK															



*California Environmental Protection Agency  
Department of Toxic Substances Control*

**VARIANCE**

Applicant Names:

Variance No. V09HQSCD006

State of California  
Department of Transportation  
(Caltrans)  
1120 N Street  
Sacramento, California 95814

Effective Date: July 1, 2009

Expiration Date: July 1, 2014

Modification History:

Pursuant to California Health and Safety Code, Section 25143, the Department of Toxic Substances Control hereby issues the attached Variance consisting of 9 pages to the Department of Transportation.

A handwritten signature in cursive script that reads "Beverly Rikala".

Beverly Rikala  
Team Leader, Operating Facilities Team  
Department of Toxic Substances Control

Date: 6/30/09

**VARIANCE**

1. INTRODUCTION.

a) Pursuant to Health and Safety Code, section 25143, the California Department of Toxic Substances Control (DTSC) grants this variance to the applicant below for waste considered to be hazardous solely because of its lead concentrations and as further specified herein.

b) DTSC hereby grants this variance only from the requirements specified herein and only in accordance with all terms and conditions specified herein.

2. IDENTIFYING INFORMATION.

APPLICANT/OWNER/OPERATOR

State of California  
Department of Transportation, (Caltrans)  
All Districts

3. TYPE OF VARIANCE.

Generation, Manifest, Transportation, Storage and Disposal.

4. ISSUANCE AND EXPIRATION DATES.

DATE ISSUED: July 1, 2009      EXPIRATION DATE: July 1, 2014

5. APPLICABLE STATUTES AND REGULATIONS. The hazardous waste that is the subject of this variance is fully regulated under Health and Safety Code, section 25100, et seq. and California Code of Regulations, title 22, division 4.5 except as specifically identified in Section 8 of this variance.

6. DEFINITION. For purposes of this variance, "lead-contaminated soil(s)" shall mean soil that meets the criteria for hazardous waste but contains less than 3397 mg/kg total lead and is hazardous primarily because of aeriially-deposited lead contamination associated with exhaust emissions from the operation of motor vehicles.

7. FINDINGS/DETERMINATIONS. DTSC has determined that the variance applicant meets the requirements set forth in Health and Safety Code, section 25143 for a variance from specific regulatory requirements as outlined in Section 8 of this variance. The specific determinations and findings made by DTSC are as follows:

a) Caltrans intends to excavate, stockpile, transport, bury and cover large volumes of soil associated with highway construction projects. In the more urbanized highway corridors around the State this soil is contaminated with lead, primarily due to historic emissions from automobile exhausts. In situ sampling and laboratory testing has shown that some of the soil contains concentrations of lead in excess of State regulatory thresholds, and thus any generated waste from disturbance of the soil

would be regulated as hazardous waste. Such soil contains a Total Threshold Limit Concentration (TTLC) of 1000 milligrams per kilogram (mg/kg) or more lead and/or it meets or exceeds the Soluble Threshold Limit Concentration (STLC) for lead of 5 milligrams per liter (mg/l). A Human Health Risk Assessment prepared for this variance concludes that soil contaminated with elevated concentrations of lead can be managed in a way that presents no significant risk to human health.

b) The lead-contaminated soil will be placed only in Caltrans' right-of-way. Depending on concentration levels, the wastes will be covered with a minimum thickness of one (1) foot of non-hazardous soil or asphalt/concrete cover and will always be at least five (5) feet above the highest groundwater elevation. Caltrans will assure that proper health and safety procedures will be followed for workers, including any persons engaged in maintenance work in areas where the waste has been buried and covered.

c) DTSC finds and requires that the lead-contaminated soil excavated, stockpiled, transported, buried and covered pursuant to this variance is a non-RCRA hazardous waste, and that the waste management activity is insignificant as a potential hazard to human health and safety and the environment, when managed in accordance with the conditions, limitations and other requirements specified in this variance.

8. PROVISIONS WAIVED.

Provided Caltrans meets the terms and conditions of this variance, DTSC waives the hazardous waste management requirements of Health and Safety Code, Chapter 6.5 and California Code of Regulations, title 22 for the lead-contaminated soil that Caltrans reuses in projects that would require Caltrans to obtain a permit for a disposal facility and any other generator requirements that concern the transportation, manifesting, storage and land disposal of hazardous waste.

9. SPECIFIC CONDITIONS, LIMITATIONS AND OTHER REQUIREMENTS.

In order for the provisions discussed in section 8 to be waived, lead-contaminated soil must not exceed the contaminant concentrations discussed below and Caltrans management practices must meet all the following conditions:

a) Caltrans implementation of this variance shall comply with all applicable state laws and regulations for water quality control, water quality control plans, waste discharge requirements (including storm water permits), and others issued by the State Water Resources Control Board (SWRCB) and/or a California Regional Water Quality Control Board (RWQCB). Caltrans shall provide written notification to the appropriate RWQCB at least 30 days prior to advertisement for bids of projects that involve invocation of this variance, or as otherwise negotiated with the SWRCB or appropriate RWQCB.

b) The waivers in this variance shall only be applied to lead-contaminated soil that is not a RCRA hazardous waste and is hazardous primarily because of aerially-

deposited lead contamination associated with exhaust emissions from the operation of motor vehicles. The variance is not applicable to any other hazardous waste.

c) Soil containing 1.5 mg/l extractable lead or less (based on a modified waste extraction test using deionized water as the extractant) and 1411 mg/kg or less total lead may be used as fill provided that the lead-contaminated soil is placed a minimum of five (5) feet above the maximum historic water table elevation and covered with at least one (1) foot of nonhazardous soil that will be maintained by Caltrans to prevent future erosion.

d) Soil containing 150 mg/L extractable lead or less (based on a modified waste extraction test using deionized water as the extractant) and 3397 mg/kg or less total lead may be used as fill provided that the lead-contaminated soils are placed a minimum of five (5) feet above the maximum historic water table elevation and protected from infiltration by a pavement structure which will be maintained by Caltrans.

e) Lead-contaminated soil with a pH less than 5.5 but greater than 5.0 shall only be used as fill material under the paved portion of the roadway. Lead-contaminated soil with a pH at or less than 5.0 shall be managed as a hazardous waste.

f) For each project that has the potential to generate waste by disturbing lead-contaminated soil (as defined in 6), Caltrans shall conduct sampling and analysis to adequately characterize the soils containing aerially deposited lead in the areas of planned excavation along the project route. Such sampling and analysis shall include the Toxicity Characteristic Leaching Procedure (TCLP) as prescribed by the United States Environmental Protection Agency to determine whether concentrations of contaminants in soil exceed federal criteria for classification as a hazardous waste.

g) Lead-contaminated soil managed pursuant to this variance shall not be moved outside the designated corridor boundaries (see paragraph t) below. All lead-contaminated soil not buried and covered within the same Caltrans corridor where it originated is not eligible for management under this variance and shall be managed as a hazardous waste.

h) Lead-contaminated soil managed pursuant to this variance shall not be placed in areas where it would become in contact with groundwater or surface water (such as streams and rivers).

i) Lead-contaminated soil managed pursuant to this variance shall be buried and covered only in locations that are protected from erosion that may result from storm water run-on and run-off.

j) The lead-contaminated soil shall be buried and covered in a manner that will prevent accidental or deliberate breach of the asphalt, concrete, and/or cover soil.

k) The presence of lead-contaminated soil shall be incorporated into the projects' as-built drawings. The as-built drawings shall be annotated with the location, representative analytical data, and volume of lead-contaminated soil. The as-built drawings shall also state the depth of the cover. These as-built drawings shall be retained by Caltrans.

l) Caltrans shall ensure that no other hazardous wastes, other than the lead-contaminated hazardous waste soil, are placed in the burial areas.

m) Lead-contaminated soil shall not be buried within ten (10) feet of culverts or locations subject to frequent worker exposure.

n) Excavated lead-contaminated soil not placed into the designated area (fill area, roadbed area) by the end of the working day shall be stockpiled and covered with sheets of polyethylene or at least one foot of non-hazardous soil. The lead-contaminated soil, while stockpiled or under transport, shall be protected from contacting surface water and from being dislodged or transported by wind or storm water. The stockpile covers shall be inspected at least once a week and within 24 hours after rainstorms. If the lead-contaminated soil is stockpiled for more than 4 days from the time of excavation, Caltrans shall restrict public access to the stockpile by using barriers that meet the safety requirements of the construction zone. The lead-contaminated soil shall be stockpiled for no more than 90 days from the time the soil is first excavated. If the contaminated soil is stockpiled beyond the 90 day limit Caltrans shall:

1. notify DTSC in writing of the 90 day exceedance and expected date of removal;
2. perform weekly inspections of the stockpiled material to ensure that there is adequate protection from run-on, runoff, public access, and wind dispersion; and
3. notify DTSC on weekly basis of the stockpile status until the stockpile is removed.

The lead-contaminated soil shall be stockpiled for no more than 180 days from the time the soil is first excavated.

o) Caltrans shall ensure that all stockpiling of lead-contaminated soil remains within the project area of the specified corridor. Stockpiling of lead-contaminated soil within the specified corridor, but outside the project area, is prohibited.

p) Caltrans shall conduct confirmatory sampling of any stockpile area in areas not known or expected to contain lead-contaminated soil after removal of the lead-contaminated soil to ensure that contamination has not been left behind or has not migrated from the stockpiled material to the surrounding soils.

q) Caltrans shall stockpile lead-contaminated soil only on high ground (i.e. no sump areas or low points) so that stockpiled soil will not come in contact with surface

water run-on or run-off.

r) Caltrans shall not stockpile lead-contaminated soil in environmentally and ecologically sensitive areas.

s) Caltrans shall ensure that storm/rain run-off that has come into contact with stockpiled lead-contaminated soil will not flow to storm drains, inlets, or waters of the State.

t) Caltrans may dispose of the lead-contaminated soil only within the operating right-of-way of an existing highway, as defined in Streets and Highways Code, section 23. Caltrans may move lead-contaminated soil from one Caltrans project to another Caltrans project only if the lead-contaminated soil remains within the same designated corridor.

Caltrans shall record any movement of lead-contaminated soil by using a bill of lading. The bill of lading must contain: 1) the US DOT description including shipping name, hazard class and ID number; 2) handling codes; 3) quantity of material; 4) volume of material; 5) date of shipment; 6) origin and destination of shipment; and 7) any specific handling instructions. The bill of lading shall be referenced in and kept on file with the project's as-built drawings. The lead-contaminated soil must be kept covered during transportation.

u) For each specific corridor where this variance is to be implemented, all of the following information shall be submitted in writing to DTSC at least five (5) days before construction of any project begins:

1. plan drawing designating the boundaries of the corridor where lead-contaminated soils will be excavated, stockpiled, buried and covered;
2. a list of the Caltrans projects that the corridor encompasses;
3. a list of Caltrans contractors that will be conducting any phase of work on any project affected by this variance;
4. duration of corridor construction;
5. location where sampling and analytical data used to make lead concentration level determinations are kept (e.g. a particular Caltrans project file);
6. name and phone number (including area code) of project resident engineer and project manager;
7. location where Caltrans and contractor health and safety plan and records are kept;

8. location of project special provisions (including page or section number) for soil excavation, transportation, stockpile, burial and placement of cover material;

9. location of project drawings (including drawing page number) for soil excavation, burial and placement of cover in plan and cross section (for example, "The project plans are located at the resident engineer's office located at 5th and Main Streets, City of Fresno, See pages xxxxx of contract xxx");

10. updated information if a Caltrans project within the corridor is added, changed or deleted; and

11. type of environmental document prepared for each project, date of adoption, document title, Clearing House number and where the document is available for review. A copy of the Caltrans Categorical Exemption, Categorical Exclusion Form, or if filed, the Notice of Exemption for any project shall be submitted to the DTSC Headquarters Project Manager.

v) Changes in location of lead-contaminated soil placement, quantities or protection measures (field changes) shall be noted in the resident engineer's project log within five (5) days of the field change.

w) Caltrans shall ensure that field changes are in compliance with the requirements of this variance.

x) Operational procedures described in the California Environmental Quality Act (CEQA) Special Initial Study shall be followed by Caltrans for activities conducted under this variance.

y) Caltrans shall implement appropriate health and safety procedures to protect its employees and the public, and to prevent or minimize exposure to potentially hazardous wastes. A project-specific health and safety plan must be prepared and implemented. The monitoring and exposure standards shall be based on construction standards for exposure to lead in California Code of Regulations, title 8, section 1532.1.

z) Caltrans shall provide a district Coordinator for this variance. This Coordinator will be the primary point of contact for information flowing to, or received from, DTSC regarding any matter or submission under this variance. Caltrans shall promptly notify DTSC of the name of Coordinator and any change in the Coordinator.

aa) Caltrans shall conduct regular inspections, consistent with Caltrans' Maintenance Division's current Pavement Inspection and Slope Inspection programs, of the locations where lead-contaminated soil has been buried and/or covered pursuant to this variance. If site inspection reveals deterioration of cover so that conditions in the variance are not met, Caltrans shall repair or replace the cover.

bb) Caltrans shall develop and implement a record keeping mechanisms to record and retain permanent records of all locations where lead-contaminated soil has been buried per this variance. The records shall be made available to DTSC.

cc) If areas subject to the terms of this variance are sold, relinquished or abandoned (including roadways), all future property owners shall be notified in writing in advance by Caltrans of the requirements of this variance, and Caltrans shall provide the owner with a copy of the variance. A copy of such a notice shall be sent to DTSC and contain the corridor location and project. Caltrans shall also disclose to DTSC and the new owner the location of areas where lead-contaminated soil has been buried. Future property owners shall be subject to the same requirements as Caltrans.

dd) For the purposes of informing the public about instances where the variance is implemented, Caltrans shall:

1. maintain current fact sheets at all Caltrans resident engineer offices and the Caltrans District office. Caltrans shall make the fact sheets available to anyone expressing an interest in variance-related work.
2. maintain a binder(s) containing copies of all reports submitted to DTSC at the District office. Caltrans shall ensure that the binders are readily accessible to the public.
3. carry out the following actions when it identifies additional projects:
  - (A) notify the public via a display advertisement in a newspaper of general circulation in that area.
  - (B) update and distribute the fact sheet to the mailing list and repository locations.

ee) Lead-contaminated soil may be buried only in areas where access is limited or where lead-contaminated soil is covered and contained by a pavement structure.

ff) Dust containing lead-contaminated soil must be controlled. Water or dust palliative may be applied to control dust. If visible dust migration occurs, all excavation, stockpiling and truck loading and burying must be stopped. The granting of this variance confers no relief on Caltrans from compliance with the laws, regulations and requirements enforced by any local air district or the California Air Resources Board.

gg) Sampling and analysis is required to show the lead-contaminated soil meets the variance criteria. All sampling and analysis must be conducted in accordance with the appropriate methods specified in U.S. EPA SW-846.

hh) DTSC retains the right to require Caltrans or any future owner to remove, and properly dispose of, lead-contaminated soil in the event DTSC determines it is necessary for protection of public health, safety or the environment.

ii) DTSC finds that some projects involving lead-contaminated soil are joint projects between Caltrans and other government entities. In these joint projects, Caltrans may not be the lead agency implementing the project although Caltrans is still involved if the project occurs on its right-of-way.

Caltrans may invoke this variance for joint projects where Caltrans and local government entity are involved provided that 1) the project is within the Caltrans Right-of-Way; 2) Caltrans reviews/ oversees all phases of the project including design, contracting, environmental assessment, construction, operation, and maintenance; and 3) Caltrans oversees the project to verify all variance conditions are complied with. Caltrans will be fully responsible for the variance notification and implementation in these joint projects.

jj) All correspondence shall be directed to the following office:

Hazardous Waste Permitting  
Department of Toxic Substances Control  
8800 Cal Center Drive  
Sacramento, CA 95826

Attn: Caltrans Lead Variance Notification Unit

10. DISCLAIMER.

a) The issuance of this variance does not relieve Caltrans of the responsibility for compliance with Health and Safety Code, chapter 6.5, or the regulations adopted thereunder, and any other laws and regulations other than those specifically identified in Section 8 of this variance. Caltrans is subject to all terms and conditions herein. The granting of this variance confers no relief from compliance with any federal, State or local requirements other than those specifically provided herein.

b) The issuance of this variance does not release Caltrans from any liability associated with the handling of hazardous waste, except as specifically provided herein and subject to all terms and conditions of this variance.

11. VARIANCE MODIFICATION OR REVOCATION. This variance is subject to review at the discretion of DTSC and may be modified or revoked by DTSC upon change of ownership and at any other time pursuant to Health and Safety Code, section 25143.
12. CEQA DETERMINATION. DTSC adopted a Negative Declaration on June 30, 2009.

Approved:

6/30/09  
Date

Beverly Rikala  
Beverly Rikala  
Operating Facilities Team  
Department of Toxic Substances Control

Tract #:



Permit #: **PCFL T201200741**

T200901138

Issued By:  
Issued Date:

Permit Office: 6

**PC-OVERBUI**  
**OVEBUILD WITHIN OR**  
**ACROSS FLOOD FACILITY**

COUNTY OF LOS ANGELES-DPW  
 Department Of Public Works  
 Alhambra, CA 91803 - (626)458-3129

**Flood Control District Permit**

Individual's / Company Name	Address / City, State, Zip	Work Phone	Home Phone
(APP) STATE OF CALIFORNIA, DOT CHARLES P. TON (CNT)	100 SOUTH MAIN ST., #100, MS12 LOS ANGELES, CA 90012	(213) 677-329	
<b>FOR BIDDING PURPOSES ONLY</b>			

**Emergency Contact**

**Location**

Site Address:  
Description: BURBANK WESTERN & STOUGH CANYON CHANNELS: I-5 FWY, BURBANK

**Scope of Work**

\*\*\* FOR BIDDING PURPOSES ONLY. NOT FOR CONSTRUCTION\*\*\*

PURPOSE OF PERMIT: To authorize the work described below affecting the subject stream in accordance with the submitted plans, Los Angeles County Flood Control District Drawing Nos. 7-F374.1 to .61 (Los Angeles County Department of Public Works Drawing Nos. PF560314 to PF560374).

WORK DESCRIPTION: Cover approx. 1644 feet of the District's open channel with a 40-foot wide precast, prestressed concrete slab, and construct a 23' wide and 160' long slab over District's box culvert, supported by caissons; perform appurtenant work (new piles and abutments, grading, drainage system, retaining walls, etc.) over the District's channels, per submitted plans.

Work shall NOT begin until Permittee acquires the permanent Right of Way from the District and the U.S. Army Corps of Engineers approves the 408 permit. Work shall also NOT begin until an inspection deposit of \$30,000 has been paid to this Department; and until contractor's contact information and insurance including additional insured endorsement have been reviewed and approved by the District.

Work is not allowed between October 15 and April 15. This permit shall not be exercised during inclement weather or when the 5-day forecast predicts rain. Prior to any construction work, the condition of the existing channels shall be documented to identify any damages due to the proposed work. In the event that any damage is identified at any time, immediate replacement or repair to the satisfaction of the District will be required at the Permittee's expense. Permittee must provide a schedule of their activities to avoid any potential conflicts with the District's maintenance work and must notify the District of the date of final completion. Permittee shall provide the necessary traffic control at the no cost to District for regular maintenance and in events of emergency. Permittee is advised that clearance from other agencies may be required regarding the proposed activities.

PERMITTEE MUST NOTIFY PERMIT OFFICE NO. 2 AT TELEPHONE (661) 222-2948 LEAST 24 HOURS BEFORE STARTING ANY WORK UNDER THIS PERMIT. FAILURE TO SO NOTIFY THE PERMIT OFFICE IS CAUSE FOR REVOCATION OF PERMIT. A COPY OF THIS PERMIT SHALL BE KEPT AT THE WORK SITE DURING ALL PERIODS OF OPERATION WITHIN THE DISTRICT'S RIGHT OF WAY AND SHALL BE SHOWN TO ANY DISTRICT REPRESENTATIVE OR LAW ENFORCEMENT OFFICER UPON DEMAND.

cc: U.S. Army Corps of Engineers, City of Burbank; Design (Chang), Flood Maintenance (West); Survey/Mapping and Property Management (Rothman), Watershed Management (Nguyen), Land Development (Office, P.O. 2, Berhan).

**Permit Detail**

FILE CODE NO. :	7.032, 107.032
FLOOD FACILITY NAME :	BURBANK WESTERN AND STOUGH CANYON CHANNELS
FLOOD STATION :	BW : ~149+00 TO 163+00; STOUGH: ~4+50 TO 6+10
INSPECTION CHARGE #:	TBD
LOCATION 1:	I-5 FWY, BURBANK
THOMAS GUIDE :	533-F6, G6

**Comments**



Tract #:



Permit #: **PCFL T201200741**

T200901138

Issued By:  
Issued Date:

Permit Office: 6

<u>Fees</u>	<u>Fee Code</u>	<u>Account Code</u>	<u>Amount</u>
INSP FLOOD OVERBUILD-ACTUAL COST \$600MIN	PC-OVBINS	B07_8371	\$30,000.00
<b>Total Fees:</b>			\$30,000.00

Is hereby permitted to complete scope of work on the public highways subject to provisions required by County of Los Angeles Highway Permit Ordinance (Division 1 of Title 16, Los Angeles County Code), the Municipal Code, and City Ordinance governing the area where this work is to be done, and the attachments hereon specified. Permit revocable at option of Public Works Director, in consideration of granting of this permit, it is agreed by the applicant that the County of Los Angeles and/or the city wherein the permit work is to be performed and any of their officers or employees thereof shall be saved harmless by the applicant from any liability or responsibility for any accident, loss, or damage to persons or property, happening occurring as the proximate result of any of the work undertaken under the terms of this application and the permit or permits which may be granted in response thereto, and that all of said liabilities are hereby assumed by the applicant, it is further agreed that if any part of this installation interferes with the future use of the highway by the general public, it must be removed or relocated, as designated by the Director of Public Works or Superintendent of Streets, at the expense of the permittee of his successor in interest. The permit is void if the permittee is not in compliance with Section 3800 of the Labor Code

Performance of the work of activity under this permit is tantamount to agreeing to the conditions of this permit. Copy of this permit shall be kept at work site during period of operation within District's/Road right of way and shall be shown to District's representative or any law enforcement officer upon demand.

**INSPECTION REQUIRED**

**CALL PERMIT OFFICER 24 HOURS BEFORE STARTING WORK UNDER THIS PERMIT. FAILURE TO DO SO IS CAUSE FOR REVOCATION OF THIS PERMIT. THIS PERMIT IS VOID IF WORK NOT STARTED IN 60 DAYS (FOR ROAD PERMIT) OR 180 DAYS (FOR FLOOD PERMIT) FROM THE DATE OF THE ISSUANCE.**

PERMIT OFFICE NO. PCHQ  
PUBLIC WORKS CONSTRUCTION  
900 S. Fremont Ave.  
Los Angeles County, CA 91803  
PHONE NO. 626-458-3129  
FAX NO. 626-576-7739





## COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

**Date: 05/15/2012**

**Permit No: PCFL T201200741**

### STANDARD FLOOD CONTROL PERMIT PROVISIONS

- A. This permit is valid only for the purpose specified herein. No change of purpose as outlined in application or drawings submitted with application is permitted except upon written permission of the Chief Engineer or his representative.
- B. Activities and uses authorized under this permit are subject to any instructions of the Chief Engineer or his representative. **ALL INSTRUCTIONS MUST BE STRICTLY OBSERVED.**
- C. Permittee shall assume entire responsibility for all activities and uses under this permit and shall save the District and Los Angeles County free and harmless from any and all expense, cost, or liability in connection with or resulting from the exercise of this permit including, but not limited to, property damage, personal injury, and wrongful death.
- D. Any damage caused to Flood Control structures by reason of exercise of this permit shall be repaired, at the permittee's sole expense, to the satisfaction of the District. Should the permittee neglect to promptly make repairs, the District may perform such work or have others perform the work, and the permittee agrees to reimburse the District for all costs of the work so performed upon receipt of a statement thereof.
- E. Any structure or portions thereof or plantings placed on District rights of way or which affect District structures must be removed, revised, and/or relocated by permittee without cost to the District, or any other public agency the District shall so designate, should future activities or policy so require.
- F. This permit is valid only to the extent of District jurisdiction. Acquisition of permits required by other affected agencies and consent of underlying fee owner(s) of District easement lands are the responsibility of the permittee. **NOTHING CONTAINED IN THIS PERMIT SHALL BE CONSTRUED AS A RELINQUISHMENT OF ANY RIGHTS NOW HELD BY THE DISTRICT.**
- G. This permit is subject to all prior unexpired permits, agreements, easements, privileges, or other rights, whether recorded or unrecorded, in the area specified by this permit. Permittee shall make his own arrangements with holders of such prior rights.
- H. Unless otherwise specified herein, this permit may be revoked or canceled at any time by the Chief Engineer or his representative when required for District purposes.
- I. Upon written notice of cancellation or revocation of this permit for any cause whatsoever, permittee shall restore District right of way and structures to their condition prior to the issuance of the permit and then shall vacate District property. Should permittee neglect to restore the premises or structures to a condition satisfactory to the Chief Engineer or his representative, the District may perform such work or have others perform the work, and the permittee agrees to reimburse the District for all costs of the work so performed upon receipt of a statement thereof.
- J. In the event of a District employee work stoppage, the Chief Engineer or his representative reserves the right to suspend all activity authorized under this permit which requires inspection by the District. Activity authorized by the permit shall not resume until District approval to do so is given.
- K. Unless otherwise specifically provided, all costs incurred by permittee as a result of the conditions of the permit or exercise by District of any right, authority, or reservation contained therein shall be the sole responsibility of and shall be borne entirely by the permittee.



# Conditions of Approval By Permit

Page: 1 of 1

Run Date: Tuesday May 15, 2012 7:56 am

Permit: PCFL - T201200741

The following Conditions of Approval are required to complete the permit:

Condition of Approval	Entered	By	Completed	By
<b>GENERAL FLOOD PROVISION NO. 1</b> Use of District's right of way for the construction or activity authorized under this permit is tantamount to agreeing to the conditions herein.(G1)	22-FEB-12	EBERHAN		
<b>GENERAL PROVISION NO.2</b> Permittee shall be responsible for notifying his contractor and all subcontractors of the provisions of this permit. No work will be started until a copy of this permit is given to the contractor and each of his subcontractors. Further, the copy will be left at the site of the work being done by each contractor.(G2)	22-FEB-12	EBERHAN		
<b>GENERAL PROVISION NO.3</b> Permittee is notified that in accordance with the STATE OF CALIFORNIA CONSTRUCTION SAFETY ORDERS, Section 1503, the permittee or his contractor may be required to acquire a permit from CAL/OSHA if the work authorized herein more than 5 feet deep. The inspection provided by the District can in no way be construed as a safety inspection.(G3)	22-FEB-12	EBERHAN		
<b>GENERAL PROVISION NO. 4</b> Unless otherwise indicated in this permit, all work authorized by this permit shall conform to the latest edition of the Standard Specifications for Public Work Construction, as amended, and published by Building News, Inc., 3055 Overland Avenue, Los Angeles, CA 90034 and the latest edition of the Los Angeles County Department of Public Works "Additions and Amendments to the Standard Specifications for Public Works Construction".(G4)	22-FEB-12	EBERHAN		
<b>GENERAL PROVISION NO.8</b> Issuance of this permit shall not be construed as an obligation on the part of this District for the operation and maintenance of the proposed facilities.(G8)	22-FEB-12	EBERHAN		
<b>GENERAL PROVISION NO. 14</b> Upon completion of work authorized under this permit, permittee shall restore the area to the satisfaction of the District's representative.(G14)	22-FEB-12	EBERHAN		
<b>PROVISION OVERBUILT NO. 06</b> Permittee shall be responsible for any changes in the surface drainage resulting from the proposed construction. Permittee is advised that these changes require the separate approval of the local jurisdictional agency.(O6)	22-FEB-12	EBERHAN		
<b>PROVISION OVERBUILT NO. 08</b> In the event the storm drain fails or needs to be replaced or repaired after the improvements have been constructed. the permittee shall be responsible for all costs to the District in excess of costs that would have been incurred by the District to replace said drain had the land been left vacant.(O8)	22-FEB-12	EBERHAN		
<b>GENERAL PROVISION NO. 24</b> During the period of operations conducted under the permit. Permittee shall maintain in effect an insurance policy (minimum limit \$ ONE million) naming the Los Angeles County Flood Control District/Los Angeles County Department of Public Works as co-insured with respect to these operations. A copy of this policy shall be submitted to the District for inclusion in the District file copy of this permit. Expiration or cancellation of the insurance policy shall constitute revocation of this permit.(G24)	22-FEB-12	EBERHAN		
<b>PROVISION POLUTION NO. 02</b> Permittee shall be responsible for the selection and implementation of Best Management Practices (BMP's) for construction activities. If the Director or authorized representative determines that additional BMP's or corective steps for existing ones are necessary, permittee shall immediately comply with the requests. (P2)	14-MAY-12	EBERHAN		
<b>GENERAL PROVISION NO. 50</b> All activities covered by this permit are subject to final approval by the City of Burbank.(G50)	14-MAY-12	EBERHAN		



**City of Burbank**  
**Public Works Department**  
**150 North Third Street**  
**Burbank CA 91502**

Permit No: **PW1208293**  
Permit Status: Pending  
Page 1 of 4  
Printed: 7/10/2012

Must call Inspector at (818) 238-3955  
at least 24 hours prior to start of work

## EXCAVATION/CONSTRUCTION PERMIT

**Activity Type:** General  
**Job Address:** 6 CITYWIDE

Entered By: E. FIGUEROA  
Applied: 07/10/2012  
Issued:  
Expires: 01/06/2013

### Contact

Applicant: Caltrans  
Address: 100 S. Main St.  
Los Angeles Ca 90012  
Phone: (213) 897-9383

### Job Description

\*\*\*CALTRANS PHASE 3 RAILROAD IMPROVEMENT (Contract# 07-1218W4)\*\*\*

Offsite improvements for Hwy I-5 & Railroad starting at W. Magnolia Blvd to Hollywood Way and adjacent street along railroad (see attached plans.)

Project Association: Caltrans-Phase 3

Workorder: Xxxxxxx

Usanumber: A00000000

Fees	Units	Fee/Unit	Amount	Paid
No Fees				
			Totals:	\$0.00
			Balance Due:	\$0.00

## **EXCAVATION PERMIT CONDITIONS**

The contractor must obtain a no fee permit from the City of Burbank. The Contractor shall be responsible for the payment of any fees for licenses, inspections or permits, that are required by any other public entity. Contractors shall coordinate exact requirements with the City.

Processing of City permits requires a minimum, three week period to review traffic control plans and shall include the submittal of complete engineering plans and specifications and/or any necessary documentation. The following are standard permit conditions:

- City requires three day prior notification before road closures or lane restrictions (Fire, Police, Metro, trash pick-up, street sweeping and impacted residents and/or businesses).
- Major closures must be approved by the City and three weeks advance notice must be provided for City to do its own web advertisement and post in City Public Works news letter, etc. concurrently with Caltrans.
- No two adjacent freeway ramp systems shall be closed simultaneously

## **CITY OF BURBANK STREET RESTORATION**

Based on the limits of work as depicted on Caltrans title sheet (page 1) of contract no. 07-1218W4, contractor(s) shall restore any City facilities (street, utilities, curb, gutter, sidewalk, striping, traffic loops, survey monumentation, etc.) impacted by this project to pre-existing conditions or better. Restoration includes both direct work in the local right-of-way as well as nearby impacts (e.g. offloading and moving tracked equipment over City street, gutter, curb and sidewalks). This includes any Metrolink, Caltrans, and other work related and/or triggered by the I-5 improvement project, including subcontractors.

## **RELATIONS WITH CITY OF BURBANK**

A portion of this project is located within the jurisdiction of the City of Burbank. You must obtain the necessary no fee Excavation/Construction Permit (General) from City of Burbank prior to performing any construction work on City's facilities. You must obtain any excavation, construction, encroachment, transportation, or street use permits from City of Burbank prior to performing work on City's facilities outside of the limits of work at your expense. You must comply with the requirements, rules, regulations, and conditions that may govern your operations in these areas and must conduct the work accordingly.

You must maintain a copy of the permits at the worksite during period of active work and must present them upon request.

Changes in the condition set in the Permit proposed by you must be submitted to the Engineer for transmittal to the City for approval. Changes shall not be implemented until approved in writing by the City.

Work on local public right-of-way or impacting the public right of way including utilities relocation will require meetings to discuss the implementation and coordination of work with City, State, Metrolink and you. You must attend weekly coordination meetings during phases of work that impact City right of way and facilities. Meetings will be scheduled once per week unless City, State, Metrolink and you agree to an alternative schedule.

You must provide 15-working-day advance notice to City and State prior to performing the following items of work:

1. Closure of San Fernando Blvd
2. Construction of Buena Vista St UP
3. Construction at San Fernando UP or UC
4. Construction of Victory Place Separation
5. Construction at Empire Ave interchange
6. Construction of Pumping Plant
7. Construction of Burbank Blvd interchange

### **APPENDICES**

Appendices provide the necessary excavation permit documentation:

Appendix A – General Permit Application

Appendix B – General Liability Insurance

Appendix C – General Guidelines for Permits

Appendix D - General Traffic Control Requirements

Appendix E – Public Works Excavation Permit Requirements

### **ADDITIONAL APPLICABLE PERMIT INFORMATION**

Any work within or outside of the project limits might require any of the following applicable permits based on the contractor means and methods. In addition, the City of Burbank Public Works Online Counter provides Engineering Standards, Permit applications, insurance requirements, engineering data and general information:

<http://file.burbankca.gov/publicworks/OnlineCounter/main/index.htm>

### **Street Use Permit**

This permit is needed for any temporary encroachment on City Streets without excavation and is for activity that is shorter than two weeks (e.g., construction staging, storage, temporary parking removal).

### **Temporary Encroachment Permit**

This permit is needed for any temporary encroachment on City Streets without excavation and is for activity that is longer than two weeks (e.g., construction staging, storage, temporary parking removal, etc.).

### **Transportation Permit**

This permit is needed for City approval of Haul Routes and Oversized Loads on City streets.

## **CITY OF BURBANK CONTACT INFORMATION**

### **Public Works Department**

**Engineering & Permits Division: (818) 238-3954**

**Inspection Division: (818) 238-3955**

**Traffic Division: (818) 238-3965**

1. Traffic Control Review
2. Location of Traffic Signal conduit & loops
3. Installation of traffic detector loops
4. signage & striping

**Field Services Division – (818) 238-3800**

Refuse Collection Schedules: The contractor shall coordinate with Public Works Field Services, and with private waste disposal companies, and facilitate trash collection operations.

**Water Reclamation and Sewers Division – (818) 238-3941**

1. Adjustment of Sanitary Sewer Manhole Frames and covers
2. Wastewater disposal

### **Parks and Recreation Department – (818) 238-5343**

1. Root pruning request and concerns
2. Landscape & irrigation
3. Any other forestry related issue

### **Burbank Water and Power Department**

**Water Division - (818) 238-3500**

1. Relocation of water meters, fire hydrants, etc.
2. Replacement or adjustment of water valve covers to grade.
3. Replacement or adjustment of water meter boxes and covers to grade.

**Electrical Division - (818) 238-3575**

Inspection of electric facilities' installations / modifications,  
including street lighting.

**Field Services Division – (818) 238-3500**

1. Locations of underground water lines.
2. Locations of underground electrical and street lighting conduits.

**Police Department, Traffic Bureau - (818) 238-3000 or 3100**

**Fire Department, Dispatcher's Office - (818) 548-3330**

**Underground Service Alert - (800) 227-2600**

# **APPENDIX A**

## General Permit Application



**CITY OF BURBANK  
PUBLIC WORKS DEPARTMENT**

Pending Permit No. \_\_\_\_\_

**EXCAVATION/CONSTRUCTION PERMIT APPLICATION**

DATE APPLIED: \_\_\_\_\_ START DATE: \_\_\_\_\_ (Permit valid for two months from plan approval date)

DIG ALERT NO.: \_\_\_\_\_ DATE ISSUED: \_\_\_\_\_  
(Call 800-227-2600. Give two days notice.)

INSURANCE EXPIRATION DATE: \_\_\_\_\_  
(Note: Minimum \$1,000,000 General Aggregate or \$300,000 Homeowner's Liability. Please ask for additional requirements).

JOB TYPE:  Commercial/Industrial  Residential CAL/OSHA PER. NO.: \_\_\_\_\_  
(For Excav. 5'+ Deep)

RELATED ON-SITE BUILDING/GRADING PROJECT: \_\_\_\_\_

JOB SITE: \_\_\_\_\_ Burbank, CA

DESCRIPTION OF WORK: \_\_\_\_\_

\_\_\_\_\_ Initial that the requirements on the reverse side have been read and understood.

PLANS SUBMITTED:  Yes  No  
(For jobs involving utility trenching and other extensive excavations, submit four [4] sets showing all existing underground utilities in Plan and Cross-section. Where possible conflicts may arise, clear with all affected utilities. Plans will be returned if all substructures are not shown.)

JOB ITEMS	ESTIMATED CHARGES
Sidewalk _____ sq.ft. Centerline Ties _____ no.	Permit Fee \$ 50.00
Apron _____ ft. O/A _____ ft. depth Type _____	Processing Charge \$ 50.00 (for refund)
Curb _____ lin. ft. Gutter _____ lin. ft.	Inspection Charge \$ _____
Ped Ramps _____ no. Curb Drains _____ no.	Construction Deposit \$ _____ (refundable*)
Trenching _____ lin. ft. _____ ft. width	TOTAL \$ _____
AC Pavement _____ sq. ft. _____ in. thick	
PCC Pavement _____ sq. ft. _____ in. thick	
	*Finished job must meet City standards.

PERMITTEE: \_\_\_\_\_ PHONE: ( ) \_\_\_\_\_  
(Name as Insured)

CHECK ONE:  Owner  Contractor: Burbank Business License No.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
Street City State Zip Code

AUTHORIZED AGENT: \_\_\_\_\_ TITLE: \_\_\_\_\_

PERMIT CONDITIONS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

# **APPENDIX B**

## General Liability Insurance



City of Burbank  
PUBLIC WORKS DEPARTMENT  
150 North Third Street  
Burbank, California 91510-6459  
Tel: 818 238 3950 Fax: 818 238 3999

## **Insurance Requirements for Public Works Permits**

For purposes of issuing right-of-way Permits (Excavation, Street Use, Transportation, Encroachment, and others) the Public Works Department, City of Burbank requires applicants to furnish the City evidence of public liability insurance, in the form of (A) Certificate of Insurance and (B) Additional Insured Endorsement, prepared by their insurance company/agency, with information as indicated below:

1. Companies Affording Coverage
2. Named Insured
3. Policy Number
4. Effective and Expiration Dates
5. Signature of insurance agent or representative of the company affording coverage
6. The City of Burbank, its officers, and representatives named as Additional Insured
7. Cancellation to read "Should any of the above described policies be cancelled or modified before the expiration date thereof, the issuing company will mail 30 days written notice to the Certificate Holder"

**(A) – CERTIFICATE OF INSURANCE** preferably in the Accord form (see sample) shall contain, among other information, the following:

- a. Minimum coverage limits of:  
\$1,000,000 aggregate General Liability (Applicable to all Permits)  
or  
\$1,000,000 combined Automobile Liability (Transportation Permit only)
- b. The CERTIFICATE HOLDER must be listed as:  
City of Burbank  
Public Works Department  
P.O. Box 6459  
Burbank, CA 91510-6459

**(B) – ADDITIONAL INSURED ENDORSEMENT** naming the City of Burbank as additional insured, in **either** the Form prepared by the City Attorney **or** the industry Form CG 20 12 or CG 20 26, applicable for the issuance of Permits (see forms samples attached herewith)

Both items **(A)** and **(B)** must be submitted. If either item is lacking or is not in the appropriate form, your liability insurance will not be on file with the City of Burbank, Public Works Department, and the Permit applied for will not be issued.

Public Works Department  
ENGINEERING DIVISION

Attachments

InsReqHandout04.doc.

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$ 1,000,000
						PRODUCTS - COMP/OP AGG	\$
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	SAMPLE ONLY			COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <hr/> <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

### CERTIFICATE HOLDER

City of Burbank  
 Public Works Department  
 ATTN: Permits  
 P.O. Box 6459  
 Burbank, CA 91510-6459

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL \_\_\_\_\_ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

**ACCEPTABLE FORM #  
CG 20 12 11 85**

COMMERCIAL LIABILITY  
CGL-ENDORSEMENTS

1<sup>ST</sup> REPRINT  
JUNE 1991

**POLICY NUMBER:** **Insert Number**

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED  
STATE OR POLITICAL SUBDIVISIONS-PERMITS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

**State of Political Subdivision:**

**City of Burbank  
Its Officers, Employees  
Representatives are included  
As Additional Insured(s)**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured any state or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
2. This insurance does not apply to:
  - a. "Bodily injury", "property damage", "personal injury", or "advertising injury" arising out of operations performed for the state or municipality: or
  - b. "Bodily injury", or "property damage" included within the "products-completed operations hazard".

**-SAMPLE ONLY-**

CG 20 12 11 85

Copyright Insurance Services Office, Inc., 1984

**V1.H.210**

CG 20 12 11 85

SAMPLE

POLICY NUMBER: ~~XXXXXXXXXX~~

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

#### SCHEDULE

Name of Person or Organization:

ADDITIONAL INSURED:

CITY OF BURBANK, ITS OFFICERS, EMPLOYEES AND REPRESENTATIVES

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

# **APPENDIX C**

## **General Guidelines for Permits**



## **PUBLIC WORKS ENGINEERING GENERAL GUIDELINES FOR PERMITS**

---

1. Notification of affected residences or businesses three days prior to start of work.
2. Protection or replacement (by a California licensed land surveyor) of all survey monumentation.
3. Replacement or repair of any improvements damaged as a result of the contractor's operations on private property.
4. Implementation of traffic control per MUTCD and California State Standards, as approved by the Traffic Engineer.
5. Protection of all trees and tree well covers.
6. Replacement of damaged landscaping in kind.
7. Trenching and conduit boring operations in the parkway will require the following:
  - Full width replacement of sidewalk (to scorelines) if any portion of the sidewalk is removed or damaged
  - Full curb ramp, driveway or alley approach replacement if any portion is removed or damaged
  - Replacement of removed or damaged sidewalk to scorelines of panel (or panels) to approximate a rectangle. No "L" shaped removals allowed
  - Full replacement (or full width sidewalk replacement) in commercial or industrial areas may not be required if existing color and finish is met
8. Trenching or pot-holing operations in PCC pavement will require the following:
  - Full panel replacement to scorelines -- panels ten feet wide or more may be saw-cut in half with City Engineer approval prior to start of construction
  - Installation of stabilizing dowels along all joints per City standards
  - Usage of high-early strength PCC mix in high traffic areas when required by the City Engineer
9. Trenching operations in asphalt concrete pavement will require the following:
  - Utility laterals and emergency potholes (with acceptable repair) are exempt
  - Repair of trench and resurfacing of minimum half the street width, per Public Works Department specifications, those streets that fall under any of the following conditions:
    - streets with a moratorium
    - streets with a rubberized asphaltic surface
    - streets with a fabric layer
  - Repair of trench and slurry sealing full street width, per Public Works Department specifications, all other streets not covered above
  - Utility installation in advance of City sponsored projects may be exempt as determined by the City Engineer
10. Utility locating operations will require the following:
  - Techniques to minimize impact to street infrastructure
  - Use of a minimum diameter vertical boring with vacuum truck when practical
  - Street surface restoration that returns the street to its original condition and appearance, to the satisfaction of the City Engineer
  - Complying with all other requirements in the categories above, as applicable
11. Applicant shall remove, by permit completion, all project-related markings (paint, crayon, etc.) including Underground Service Alert markings from all non-asphalt surfaces; i.e., sidewalk, curb, gutter, or decorative paving.
12. Modifications to these guidelines require written approval by City Engineer in advance of start of construction.

# **APPENDIX D**

## **General Traffic Control Requirements**

**CITY OF BURBANK  
DEPARTMENT OF PUBLIC WORKS / TRAFFIC ENGINEERING  
GENERAL TRAFFIC CONTROL REQUIREMENTS**

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1. The Contractor shall obtain a City of Burbank Excavation and/or Street Use Permit for work performed in the right-of-way and shall provide the City with general liability insurance in the amount of \$1,000,000.00, naming the City as additionally insured.
2. It is the responsibility of the Contractor performing work on a public street to install and maintain the traffic control devices according to the *"Manual on Uniform Traffic Control Devices (MUTCD) 2012 Edition"* and *"MUTCD 2012 California Supplement"*, to insure the safe movement of traffic and pedestrians through or around the work area and provide maximum protection and safety to construction workers.

The Contractor shall submit a traffic control plan for approval prior to start of work in travel lanes on any multi-lane street or for any conditions not covered by the *"Manual on Uniform Traffic Control Devices (MUTCD) 2012 Edition"* and *"MUTCD 2012 California Supplement"*.

3. FLASHING ARROW BOARD(S) ARE MANDATORY FOR LANE CLOSURES ON MAJOR STREETS. They shall operate until traffic control is removed.
4. As a minimum, all travel lanes shall be open between 5:00 a.m. and 8:30 a.m. and between 3:30 p.m. and 9:00 p.m. One travel lane in each direction shall be open at all times between 8:30 a.m. and 3:30 p.m. All traffic lanes shall be open before and after work hours. Other time restrictions may be established by the Traffic Engineer when conditions warrant.
5. All open trenches shall be covered with non-skid steel plates or temporary asphalt pavement before and after work hours.
6. All signs, delineators, barricades, etc. shall conform to the *"Manual on Uniform Traffic Control Devices (MUTCD) 2012 Edition"* and *"MUTCD 2012 California Supplement"*.

All barricades shall be equipped with flashing/steady burn warning lamps at night. All cones, delineators, barricades and "k" rails shall be reflectorized.

All traffic controls shall be kept in their proper position at all times and shall be repaired, replaced, or cleaned as necessary to preserve their appearance and continuity. Any devices not part of the required traffic control or detours shall be removed from the view of the traveling public immediately.

7. The Contractor shall notify MTA Stops and Zones Dispatcher at (213) 922-2000 and any other affected transit services at least two working days prior to construction.
8. Where necessary, the contractor shall properly post City-issued and approved "TEMPORARY NO PARKING ANYTIME" signs at least 48 hours before start of work. The Contractor shall notify the Burbank Police Department, Traffic Division, at (818) 238-3100 immediately upon posting signs.
9. Vehicular and pedestrian access to adjacent properties shall be provided at all times. Closed sidewalks shall be posted with "SIDEWALK CLOSED" signs at each approach to the closure and an approved alternate route provided.
10. Protect traffic signal detectors in place or replace within 5 calendar days of final paving. All detectors damaged by the work shall be replaced to the standards of the City Public Works Department.
11. Notify Traffic Engineering at (818) 238-3915 at least 48 hours prior to any work in right-of-way.
12. Any revisions to the traffic control plans or requirements shall be approved by the Traffic Engineer.

APPROVED:

  
6/17/12  
\_\_\_\_\_  
Ken Johnson, Assistant Public Works Director – City Traffic Engineer

NOTE: Any revisions noted on this sheet must be initialed by the Traffic Engineer. Original is on file in Traffic Engineering Office.

# **APPENDIX E**

## Public Works Excavation Permit Requirements



## Public Works Excavation Permit Requirements

1. Dig Alert (Underground Service Alert) is not to be called until the City of Burbank Excavation Permit is ready for issuance.
2. All pre-construction, construction, and post-construction activities shall not discharge or be permitted to discharge to any street, channel, river, storm drain, or any appurtenances thereof, any non-rain water, other fluid substance or any loose material from the project or from operations pertaining to the project site without first securing a valid National Pollutant Discharge Elimination System (NPDES) permit unless the discharge is specifically listed as exempt or conditionally exempt in the most current permit issued by the Regional Water Quality Control Board, Los Angeles Region.

Effective July 1, 2010, construction activity that results in soil disturbances greater than one acre are subject to the General Permit for Storm Water Discharges Associated with Construction Activity Permit Order 2009-0009-DWQ (2009 Construction General Permit) – see [http://www.waterboards.ca.gov/water\\_issues/programs/stormwater/constpermits.shtml](http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml).

Regardless of the soil disturbance area, all activities will still need to comply with Part 4, Section E.1 of Order No. 01-182 NPDES Permit No. CAS004001 Waste Discharge Requirements For Municipal Stormwater and Urban Runoff Discharges within the County of Los Angeles, and the Incorporated Cities Therein, except the City of Long Beach (see [http://www.swrcb.ca.gov/nwqcb4/water\\_issues/programs/stormwater/municipal/ms4\\_permits/los\\_angeles/2001-2007/LA\\_MS4\\_Permit2001-2007.pdf](http://www.swrcb.ca.gov/nwqcb4/water_issues/programs/stormwater/municipal/ms4_permits/los_angeles/2001-2007/LA_MS4_Permit2001-2007.pdf))

### **VIOLATIONS MAY BE SUBJECT TO CRIMINAL OR CIVIL PENALTIES**

3. The layout of excavation area is required per California Code 4216. The Permittee/contractor is required to outline the proposed excavation site with white paint or stakes. Permittee shall ask for Dig Alert markings only within project limits. (See Dig Alert Handout)
4. All project layout and Dig Alert markings must be removed from concrete and decorative surfaces in order to finalize the Excavation Permit.
5. Permittee shall verify that all survey monuments affected by the project are located in the field and noted on the plans before the issuance of a permit. Failure to comply shall result in the delay of permit issuance until monuments are properly noted and protected.
6. If any survey monuments are to be removed, or if it is found that existing monuments are affected but are not shown on plans, then (at the Permittee's expense) a California Licensed Land Surveyor is required to locate the affected monuments. A corner record shall then be submitted for review by the City Engineer. [California Business & Professional Code Section 8771].

**Any survey monuments not located and protected to the satisfaction of the City Engineer will cause the permit to be immediately suspended.**