

**JOINT MAINTENANCE AGREEMENT
WITH
PENINSULA CORRIDOR JOINT POWERS BOARD**

THIS AGREEMENT is made effective this _____ day of _____, 2019, by and between the City of Santa Clara, a chartered California municipal corporation, hereinafter referred to as "CITY" and the Peninsula Corridor Joint Powers Board, a joint powers agency created under Government Code Section 6500 et seq., hereinafter referred to as "JPB", and collectively referred to as "PARTIES."

SECTION I

RECITALS

1. WHEREAS, CITY is a government entity which owns lands and property rights for public roadway purposes and is responsible for the planning, construction and maintenance of its street system;
2. WHEREAS, the JPB operates the Caltrain commuter rail system, for which it owns the right of way between San Francisco and San Jose (Caltrain Right-of-Way), and upon which it is developing the Peninsula Corridor Electrification Project (PCEP), which will electrify the rail operation on the Caltrain Right-of-Way;
3. WHEREAS, the PCEP requires the installation of certain enhanced barriers on certain public street overcrossings ("Overcrossings") over the Caltrain Right-of-Way, in order to separate the overhead roadway from the electrified rail system;
4. WHEREAS, the PCEP will be attaching certain fixtures to the underside of the Overcrossing(s) at De La Cruz Boulevard, Scott Boulevard, and the pedestrian bridge crossing at Lafayette Street, all of which are located within City (collectively, "Overcrossings"), which will require the installation of safety barriers; and
5. WHEREAS, PARTIES desire to address the long-term maintenance and operational responsibilities of PCEP fixtures and safety barriers (collectively, the "Facilities") that are located on the Overcrossings.

NOW THEREFORE IT IS AGREED:

SECTION II

AGREEMENT

1. JPB agrees to maintain the safety barriers on the Overcrossings shown on the map and plans attached hereto, marked Exhibit A, and made a part hereof by this reference. JPB will also be attaching PCEP fixtures to the undersides of the Overcrossings shown in Exhibit A.
2. JPB must obtain the necessary encroachment permits from CITY, pay all encroachment permit fee, prior to entering any CITY right-of-way to perform JPB maintenance responsibilities on the roadways or remove and reattach PCEP Facilities to Overcrossings.

3. VEHICULAR AND PEDESTRIAN OVERCROSSINGS

- 3.1. CITY will continue to inspect and maintain, at CITY expense, the entire structure of any CITY constructed vehicular and pedestrian Overcrossings of the Caltrain Right-of-Way.
- 3.2. JPB will maintain, at JPB expense, safety barriers on the Overcrossings and any PCEP fixtures attached to the underside of the Overcrossings. JPB shall remove and reattach PCEP Facilities to Overcrossing structures, should such Overcrossing structures require maintenance and/or reconstruction. JPB shall not perform any activities that could cause damage to the Overcrossing structures. JPB shall reimburse the CITY for any cost related to the PCEP Facilities attached to the Overcrossing structures for the maintenance and reconstruction of the Overcrossing structures.
- 3.3. CITY will perform emergency repairs of any safety barriers that are damaged and require repairs in order to protect public safety or the orderly operation of the public roadway. JPB will be responsible for reimbursing the CITY for the costs of such emergency repairs within 30 days of receiving the invoice.
- 3.4. JPB shall at all times, at its sole cost, maintain the area of work in a good, clean, safe, secure, sanitary and sightly condition, so far as the work area may be affected by JPB activities hereunder.
- 3.5. If PCEP Facilities are no longer needed, JPB shall remove PCEP Facilities and restore Overcrossing structures to its previous, or better, condition.
- 3.6. CITY may contact JPB at the following numbers:
 - Accidents/Emergencies: Caltrain Emergency Dispatch San Jose (Central Control Facility-CCF) 408-271-4987
 - Routine Maintenance: Deputy Director, Rail Infrastructure 650-508-7780
 - Future Improvements: Deputy Director, Capital Program Delivery, 650-508-7783

JPB may contact CITY at:
Public Works Department, 408-615-3000

4. LEGAL RELATIONS AND RESPONSIBILITIES

- 4.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not PARTIES to this Agreement or to affect the legal liability of a PARTY to the Agreement by imposing any standard of care with respect to the operation and maintenance of CITY roadways and local facilities different from the standard of care imposed by law.
- 4.2. Neither JPB nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY, under or in connection with any work, authority or jurisdiction conferred upon CITY arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless JPB and all of their officers and employees from all claims, suits or actions of every name, kind and description brought forth under,

including, but not limited to, tortuous, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.

- 4.3. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by JPB under or in connection with any work, authority or jurisdiction conferred upon JPB and arising under this Agreement. It is understood and agreed that JPB shall fully defend, indemnify and save harmless CITY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, regulatory, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by JPB under this Agreement.
- 4.4. JPB shall be solely responsible for repairing and/or reimbursing City any damage to the Overcrossing structures due to the PCEP Facilities attachments to the Overcrossing structures and assumes all risk thereon by reason of JPB having constructed, installed, repaired, maintained, or replaced the PCEP Facilities.
5. INSURANCE - JPB and its contractors shall maintain in force, during the term of this Agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the CITY, its officers, agents and employees as the additional insured in an amount of three million dollars per occurrence and three million dollars in aggregate and five million dollars in excess. Prior to a contractor commencing any work, coverage shall be evidenced by a certificate of insurance in a form satisfactory to the CITY, as defined in Exhibit B, attached hereto and incorporated by this reference, that shall be delivered to EBIX.
6. TERMINATION - This Agreement may be terminated by mutual written consent by PARTIES, and JPB's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by CITY and without any obligation to pay any consideration to JPB.
7. TERM OF AGREEMENT - This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by CITY for cause.

PARTIES are empowered by law to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, PARTIES hereto have set their hands and seals the day and year first above written.

PENINSULA CORRIDOR JOINT
POWERS BOARD

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

By: _____
Executive Director

By: _____
Deanna J. Santana
City Manager

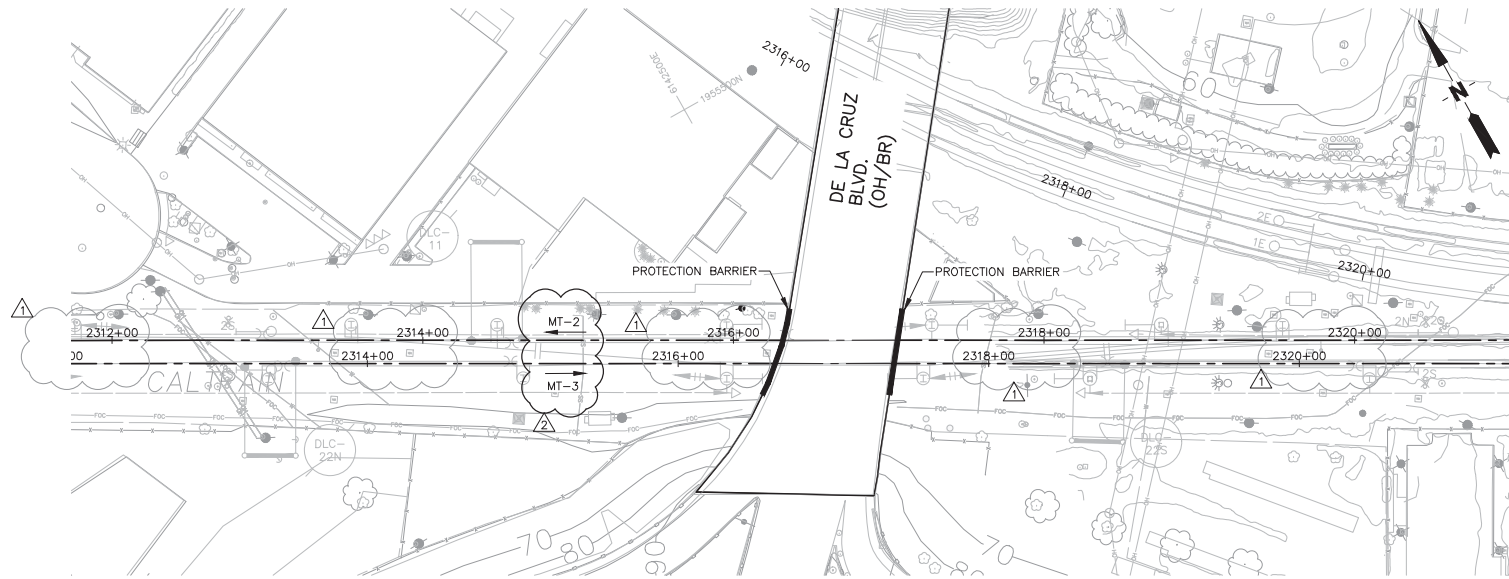
Approved as to form:

Approved as to form:

By: _____
JPB Attorney

By: _____
Brian Doyle
City Attorney

Exhibit A



SITE PLAN

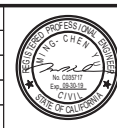
SCALE: 1"=40'



1 LOCATION PLAN
N. T. S.

CALTRANS INFORMATION	
BRIDGE NAME:	DE LA CRUZ BLVD OH/DE LA CRUZ BLVD
BRIDGE NUMBER:	37C0146
DIST-COUNTY-ROUTE-PM:	
CALTRANS EA:	04-1K9904
CALTRANS PID:	0416000339
CALTRANS DESIGN OVERSIGHT	SIGN OFF DATE

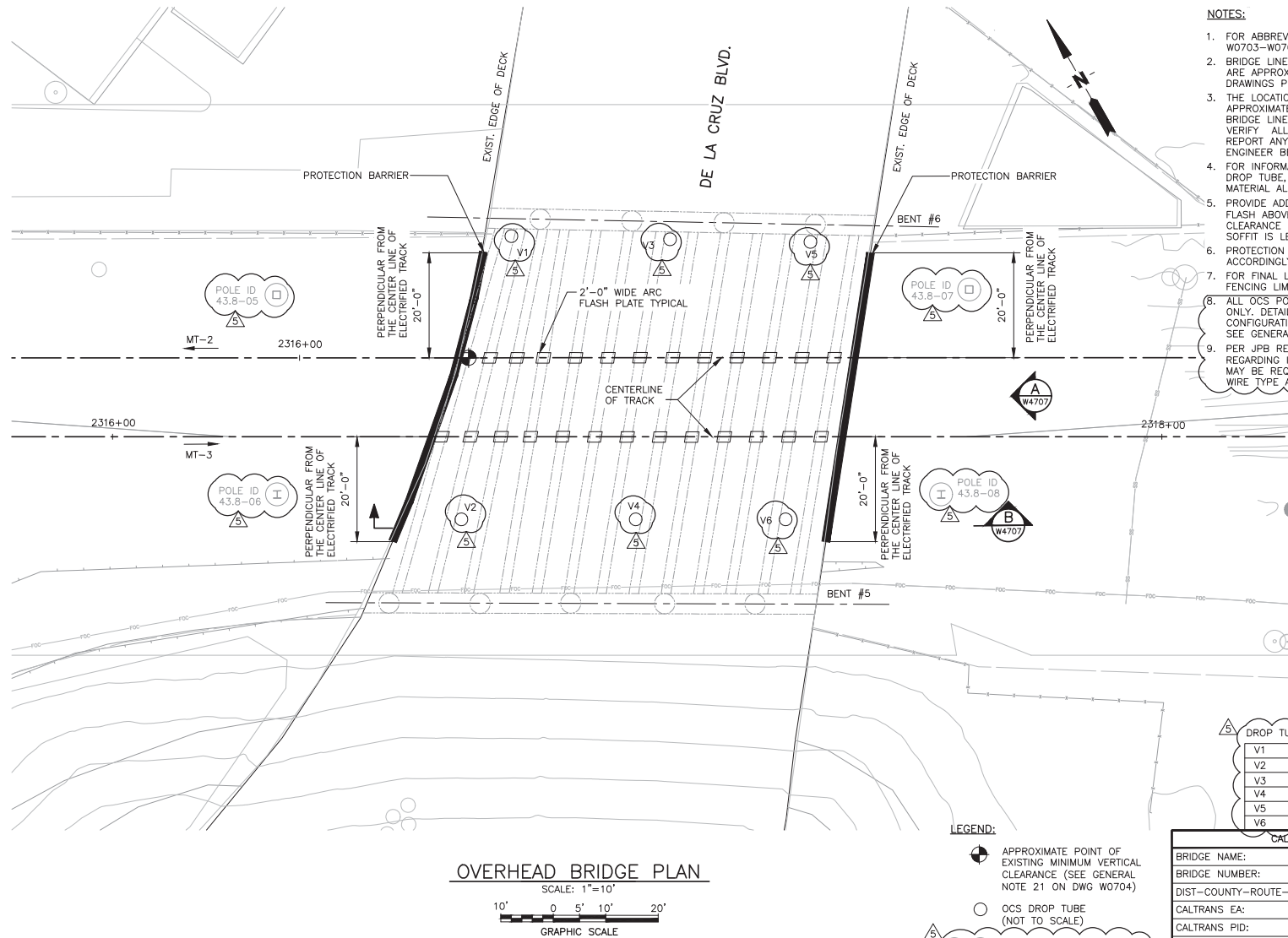
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2	052518				REVISED, DCN 020 RESUBMIT						
1	031518				REVISED, DCN 020						
0	121817				ISSUED FOR CONSTRUCTION						



DEPUTY DIRECTOR
PROJECT MANAGEMENT
STRUCTURES
TRACK/CIVIL

PENINSULA CORRIDOR JOINT POWERS BOARD	
ELECTRIFICATION PROJECT DE LA CRUZ BOULEVARD OVERHEAD BRIDGE NO. 37C0146 SITE PLAN	
CADD FILE NAME TEEW4705	CADD DATE 05252018
SCALE 1"=40'	CONTRACT NO 14-PCJPB-P-053
DWG NO W4705	MILEPOST 2
REV 2	PAGE NO 33

Exhibit A



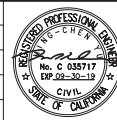
NOTES:

- FOR ABBREVIATIONS AND GENERAL NOTES, SEE DWGS W0703-W0704.
- BRIDGE LINEWORKS SHOWN ON ALL THE DRAWINGS ARE APPROXIMATELY LOCATED BASED ON AS-BUILT DRAWINGS PROVIDED BY PCJRB.
- THE LOCATION OF THE DROP TUBES ARE APPROXIMATELY DETERMINED BASED ON AVAILABLE BRIDGE LINEWORKS INFO. THE CONTRACTOR SHALL VERIFY ALL EXISTING INFORMATION AND SHALL REPORT ANY DISCREPANCIES OR CONFLICTS TO THE ENGINEER BEFORE COMMENCING WORK.
- FOR INFORMATION NOT SHOWN FOR OCS POLE AND DROP TUBE, SEE OVERHEAD CONTACT SYSTEM, OCS, MATERIAL ALLOCATION PLAN DRAWINGS, (CDRL 34411).
- PROVIDE ADDITIONAL CONTINUOUS 2'-0" WIDE ARC FLASH ABOVE FEEDER WIRE, IF THE VERTICAL CLEARANCE BETWEEN FEEDER WIRE AND CONCRETE SOFFIT IS LESS THAN 3 FEET.
- PROTECTION BARRIER LIMITS MIGHT BE ADJUSTED ACCORDINGLY, AS APPROVED BY THE CITY.
- FOR FINAL LOCATIONS OF OCS ATTACHMENTS AND FENCING LIMITS REFER TO NOTE 19 ON DWG W0704.
- ALL OCS POLE DETAILS ARE SHOWN FOR REFERENCE ONLY. DETAILED POLE ID, OCS AND POLE CONFIGURATION ARE AVAILABLE IN RESPECTIVE CDRL. SEE GENERAL NOTE 24 AND 25 ON DWG W0704.
- PER JPB RESPONSE TO "BB1-RF1-000558" REGARDING INSULATED AERIAL FW CABLE, A DCN MAY BE REQUIRED TO ACCOMMODATE THE REVISED WIRE TYPE AND OCS ATTACHMENTS.

DROP TUBE COORDINATES		
V1	X = 6142500.9566	Y = 1955355.5466
V2	X = 6142466.0632	Y = 1955313.2575
V3	X = 6142526.9834	Y = 1955340.1401
V4	X = 6142494.9973	Y = 1955296.8849
V5	X = 6142550.0332	Y = 1955326.4959
V6	X = 6142519.8605	Y = 1955282.8159

CALTRANS INFORMATION	
BRIDGE NAME:	DE LA CRUZ BLVD OH/DE LA CRUZ BLVD
BRIDGE NUMBER:	37C0146
DIST-COUNTY-ROUTE-PM:	
CALTRANS EA:	04-1K9904
CALTRANS PID:	0416000339
CALTRANS DESIGN OVERSIGHT	SIGN OFF DATE

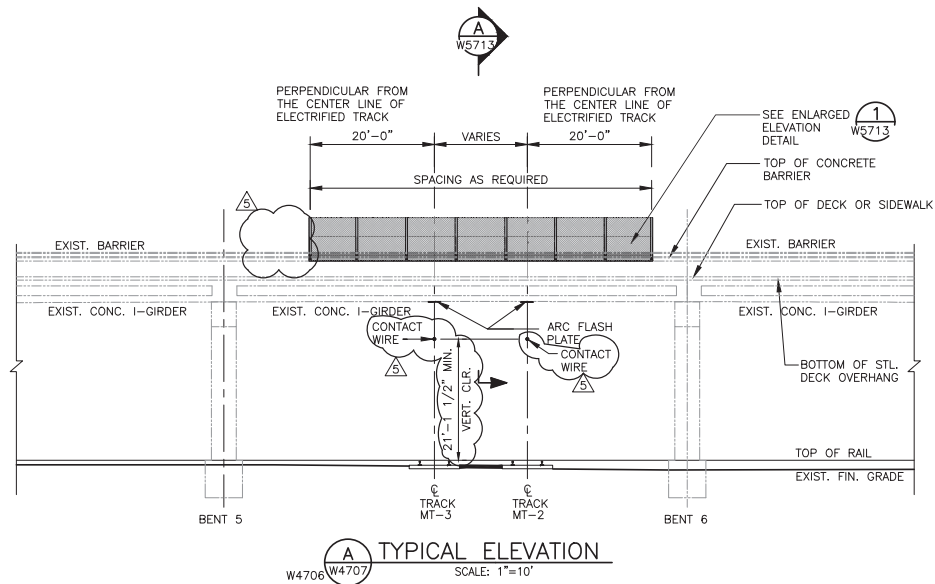
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2	072318				REVISED, DCN 041						
3	052518				REVISED, DCN 020 RESUBMIT						
4	031518				REVISED, DCN 020						
0	121817				ISSUED FOR CONSTRUCTION	030119					REVISED, DCN 097



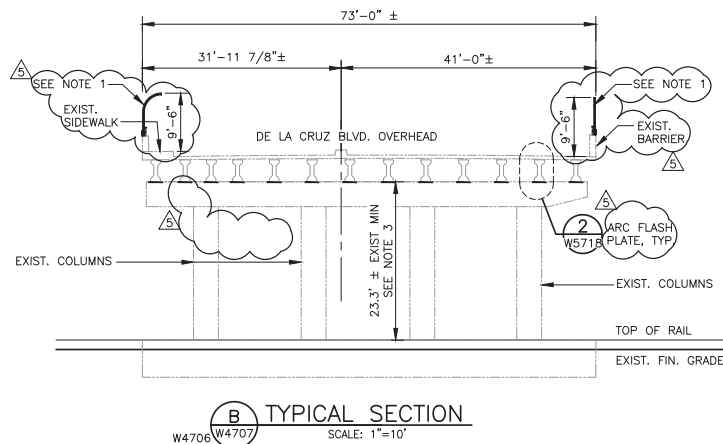
DEPUTY DIRECTOR
PROJECT MANAGEMENT
STRUCTURES
TRACK/CIVIL

PENINSULA CORRIDOR JOINT POWERS BOARD	
ELECTRIFICATION PROJECT DE LA CRUZ BOULEVARD BRIDGE NO. 37C0146 OVERHEAD PLAN	
CADD FILE NAME TEEW4706	CADD DATE 03012019
SCALE 1"=10'	MILEPOST
CONTRACT NO 14-PCJPB-P-053	DWG NO W4706
REV 5	PAGE NO 34

Exhibit A



- NOTES:**
1. FOR PROTECTION BARRIER DETAILS AND SECTION, SEE DWG W5713.
 2. FOR FINAL LOCATIONS OF OCS ATTACHMENTS AND FENCING LIMITS REFER TO NOTE 19 ON DWG W0704.
 3. APPROXIMATE POINT OF EXISTING MINIMUM VERTICAL CLEARANCE. SEE GENERAL NOTE 21 ON DWG W0704.



CALTRANS INFORMATION	
BRIDGE NAME:	DE LA CRUZ BLVD OH/DE LA CRUZ BLVD
BRIDGE NUMBER:	37CO146
DIST-COUNTY-ROUTE-PM:	
CALTRANS EA:	04-1K9904
CALTRANS PID:	0416000.339
CALTRANS DESIGN OVERSIGHT	SIGN OFF DATE

△	110918				REVISED, DCN 058							DESIGNED W. CHOO
△	072318				REVISED, DCN 041							DRAWN R. FERRO
△	052518				REVISED, DCN 020 RESUBMIT							CHECKED M. YU
△	031518				REVISED, DCN 020							M. YU
0	121817				ISSUED FOR CONSTRUCTION	△	030119					IN CHARGE M. YU
	DATE	BY	SUB	APP	DESCRIPTION	REV	DATE	BY	SUB	APP	DESCRIPTION	JUNE 03012019

DESIGNED	W. CHOO
DRAWN	R. FERRO
CHECKED	M. YU
IN CHARGE	M. YU
DATE	03012019



Balfour Beatty Infrastructure Inc.
WE PGH WONG
ENGINEERING INC.
AMC CONSULTING
ENGINEERS, INC.
[Signature]
APPROVED

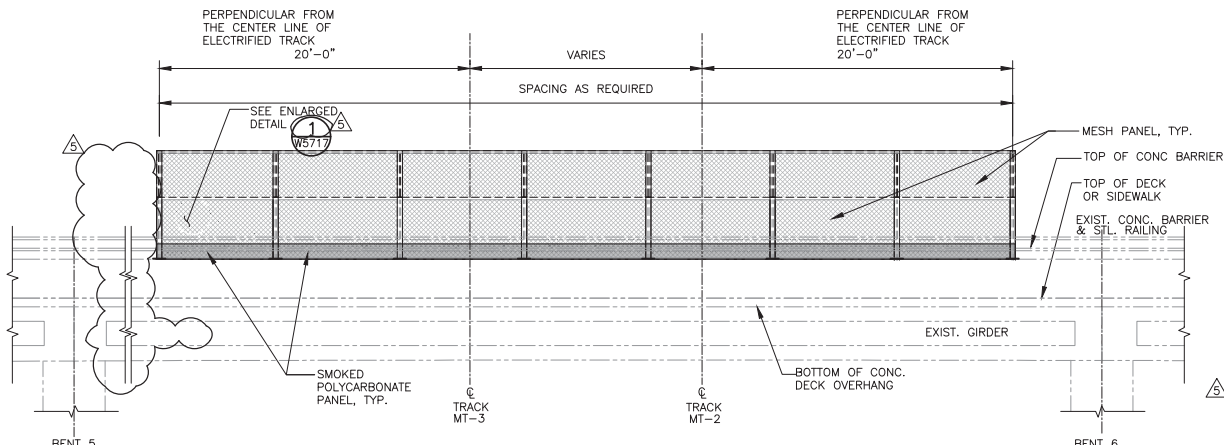


DEPUTY DIRECTOR
PROJECT MANAGEMENT
STRUCTURES
TRACK/CIVIL

PENINSULA CORRIDOR JOINT POWERS BOARD				
	ELECTRIFICATION PROJECT			
	DE LA CRUZ BOULEVARD			
	DE LA CRUZ BOULEVARD OVERHEAD			
	BRIDGE NO. 37C0146			
	ELEVATION AND SECTION			

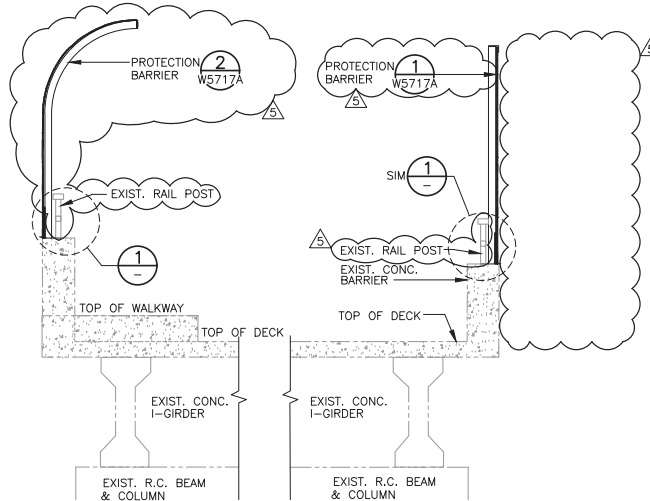
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CONTRACT NO 14-PCJPB-P-053		MILEPOST	
DWG NO W4707	REV 5	PAGE NO 35	

Exhibit A



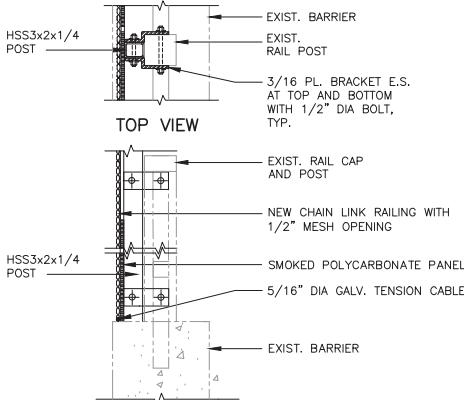
1 ENLARGED ELEVATION DETAIL
W4707 W5713 SCALE: 1/4"=1'-0"

SEGMENT 4 - 37C0146 - DE LA CRUZ BLVD. OH
SEGMENT 4 - 37C0279 - HEDDING STREET OH SIMILAR

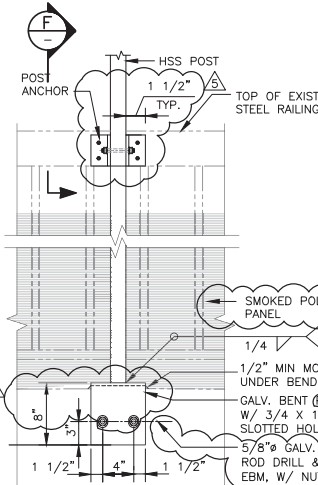


A SECTION
W4707 W5713 SCALE: 1/2"=1'-0"

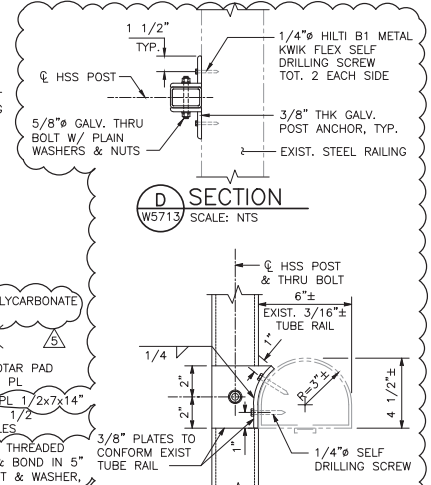
SEGMENT 4 - 37C0146 - DE LA CRUZ BLVD. OH



1 DETAIL
W5713 SCALE: N.T.S.

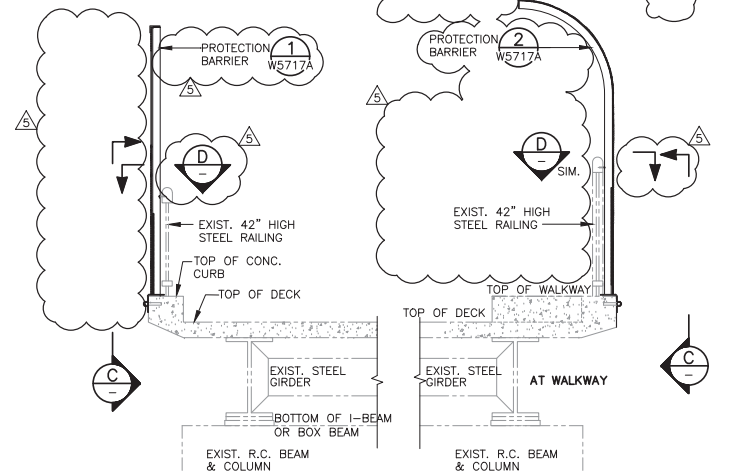


C SECTION
W5713 SCALE: 1 1/2"=1'-0"



D SECTION
W5713 SCALE: N.T.S.

F SECTION
W5713 SCALE: N.T.S.



B SECTION
W4717 W5713 SCALE: 1/2"=1'-0"

SEGMENT 4 - 37C0279 - HEDDING STREET OH

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072318		REVISED, DCN 041				DRAWN R. FERRO
052518		REVISED, DCN 020 RESUBMIT				CHECKED M. YU
031518		REVISED, DCN 020				IN CHARGE M. YU
0	121817	ISSUED FOR CONSTRUCTION	030119		REVISED, DCN 097	DATE 03012019
REV	DATE	BY	SUB	APP	DESCRIPTION	



DEPUTY DIRECTOR
PROJECT MANAGEMENT
STRUCTURES
TRACK/CIVIL

PENINSULA CORRIDOR JOINT POWERS BOARD
ELECTRIFICATION PROJECT OVERHEAD BRIDGE ATTACHMENT PROTECTION BARRIER DETAILS
SHEET 3 OF 7

CDRL34710
CADD FILE NAME TEAW5713
CADD DATE 03012019
SCALE AS NOTED
CONTRACT NO 14-PCJPB-P-053
DWG NO W5713
REV 5
PAGE NO 47

Exhibit A

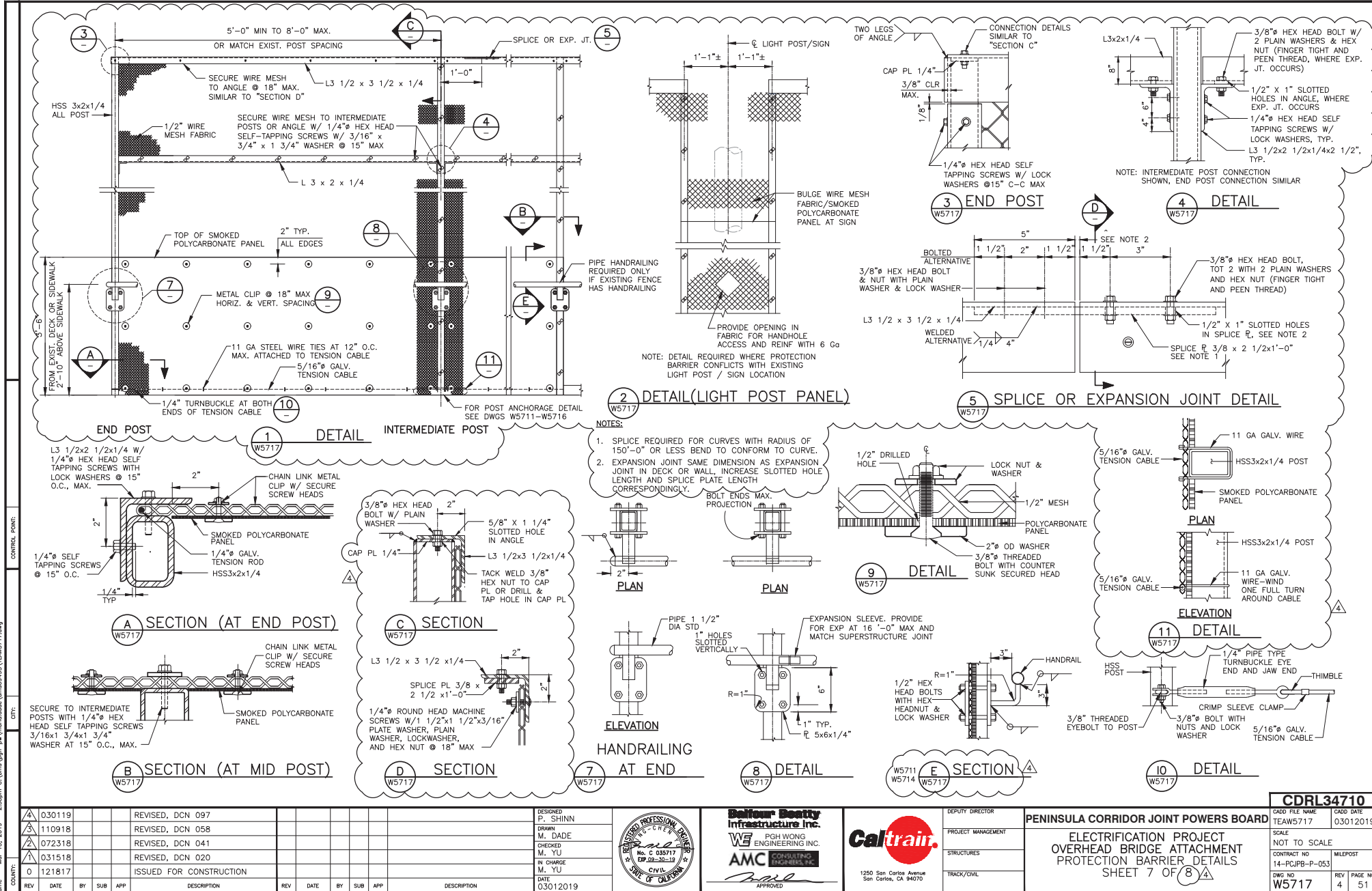
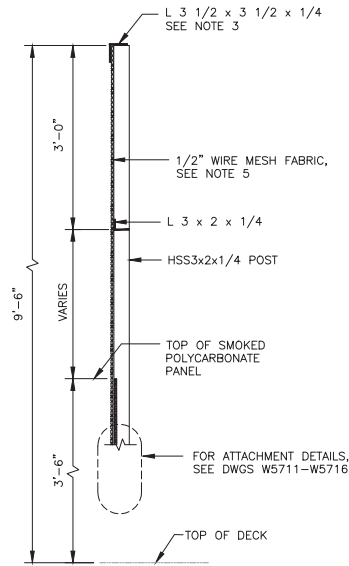


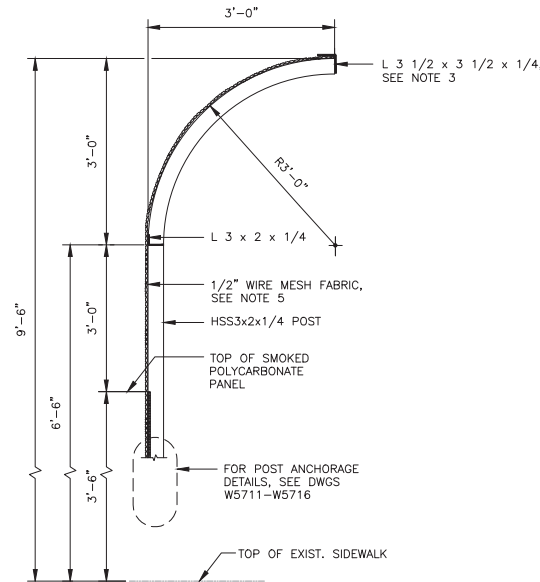
Exhibit A



1 TYPICAL PROTECTION BARRIER

W5712, W5713
W5714, W5715

SCALE: NTS
SEGMENT 2 - 35C0173 - OYSTER POINT BLVD. OH
SEGMENT 2 - 35 0317K - OYSTER POINT BLVD. OFF RAMP SEP & OH
SEGMENT 2 - 35C0148R/L - GRAND AVENUE OH
SEGMENT 2 - 35 0094R/L - SOUTH SAN FRANCISCO OH
SEGMENT 2 - 35 0253 - HUNTINGTON AVENUE OH
SEGMENT 2 - 35 0157R/L - HAYWARD PARK OH
SEGMENT 2 - 35 0052 - REDWOOD JUNCTION OH - EAST BOUND
SEGMENT 4 - 37C0146 - DE LA CRUZ BLVD OH
SEGMENT 4 - 37 0129 - LAUREL STREET OH
SEGMENT 4 - 37C0279 - HEDDING STREET OH



2 TYPICAL PROTECTION BARRIER AT SIDEWALK

W5711, W5712
W5713, W5714
W5715, W5716

SCALE: NTS
SEGMENT 2 - 35C0173 - OYSTER POINT BLVD. OH
SEGMENT 2 - 35C0148R/L - GRAND AVENUE OH
SEGMENT 2 - 35 0157R/L - HAYWARD PARK OH - EAST BOUND
SEGMENT 2 - 35 0052 - REDWOOD JUNCTION OH - WEST BOUND
SEGMENT 4 - 37C0146 - DE LA CRUZ BLVD OH
SEGMENT 4 - 37C0279 - HEDDING STREET OH
SEGMENT 4 - 37C0195 - LOS GATOS CREEK BOH

NOTES:

- FOR PROTECTION BARRIER DETAILS, SEE W5717 SHEET.
- RAILING MUST CONFORM TO HORIZONTAL AND VERTICAL ALIGNMENT. POST MUST BE VERTICAL. HORIZONTAL ANGLE MUST BE BENT TO CONFORM TO HORIZONTAL ALIGNMENT IF RADIUS IS 150'-0" LESS.
- TOP HORIZONTAL ANGLE MUST BE CONTINUOUS OVER NOT LESS THAN TWO INTERMEDIATE POSTS, EXCEPT THAT A SHORTER LENGTH IS PERMITTED AT EXPANSION JOINTS AND OTHER RAIL DISCONTINUITIES.
- WHEN RAILING IS PLACED ON CURVED HORIZONTAL ALIGNMENT WITH RADIUS OF 150'-0" OR LESS, DRILL 1/2"x3" DEEP HOLE IN CONCRETE AND SET IN EPOXY ADHESIVES 3/8" WELDED EYEBOLT FOR 5/16" CABLE TO LIMIT THE MID ORDINATE DISTANCE BETWEEN THE 5/16" CABLE AND CURVE TO BE 1" MAXIMUM.
- WIRE MESH FABRIC AND POLYCARBONATE PANEL SHOULD BE INSTALLED ON SIDE OF EDGE OF BRIDGE DECK RELATED TO POST UNLESS IT NEEDS TO LINE-UP WITH THE EXISTING WIRE MESH FABRIC WHICH IS ON INTERIOR SIDE OF THE POST. PLACE FABRIC PARALLEL TO SLOPE.
- HANDRAIL PIPE CONTINUOUS OVER TWO OR MORE SUPPORTS.

AMC Mar 07, 2019 - 11:02am C:\Users\jgh\pwworking\dwg\04043\TEAMS717A.dwg

COUNTY: CONTROL POINT:

CITY:

STATE:

REV	DATE	BY	SUB	APP	DESCRIPTION	REV	DATE	BY	SUB	APP	DESCRIPTION
0	030119				NEW DRAWING, DCN 097						

DESIGNED
W. CHOO
DRAWN
R. FERRO
CHECKED
M. YU
IN CHARGE
M. YU
DATE
03012019



Buller Beatty Infrastructure Inc.
PGH WONG ENGINEERING INC.
AMC CONSULTING ENGINEERS, INC.
APPROVED



DEPUTY DIRECTOR
PROJECT MANAGEMENT
STRUCTURES
TRACK/CIVIL

PENINSULA CORRIDOR JOINT POWERS BOARD
ELECTRIFICATION PROJECT
OVERHEAD BRIDGE ATTACHMENT
PROTECTION BARRIER DETAILS
SHEET 8 OF 8

CDRL34710	
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SCALE NTS	MILEPOST
CONTRACT NO 14-PCJPB-P-053	
DWG NO W5717A	REV 0
PAGE NO 51A	

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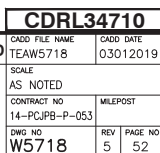
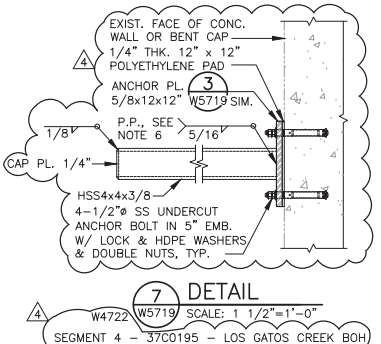
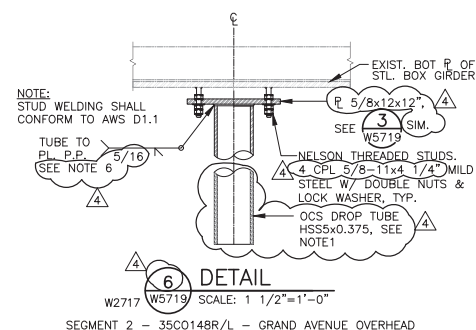
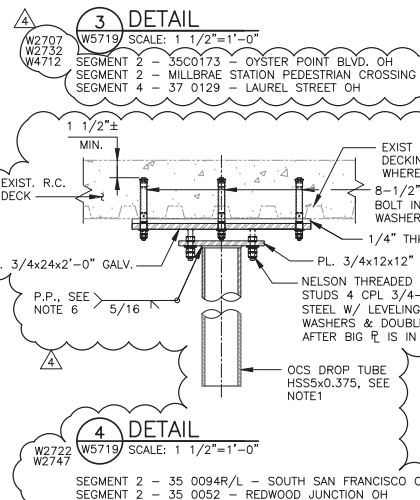
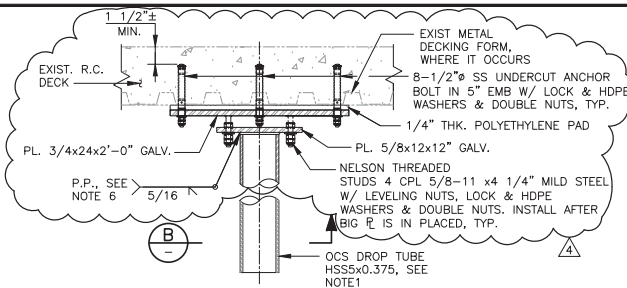
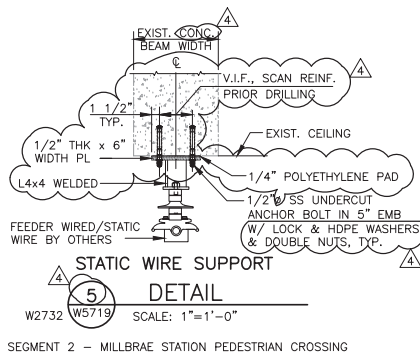
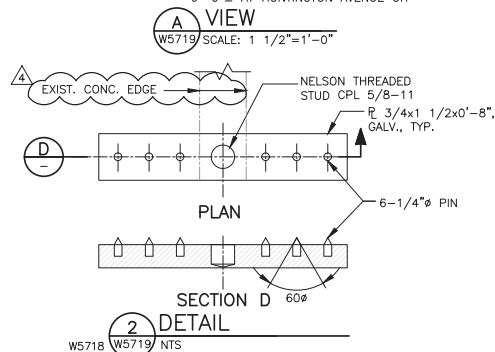
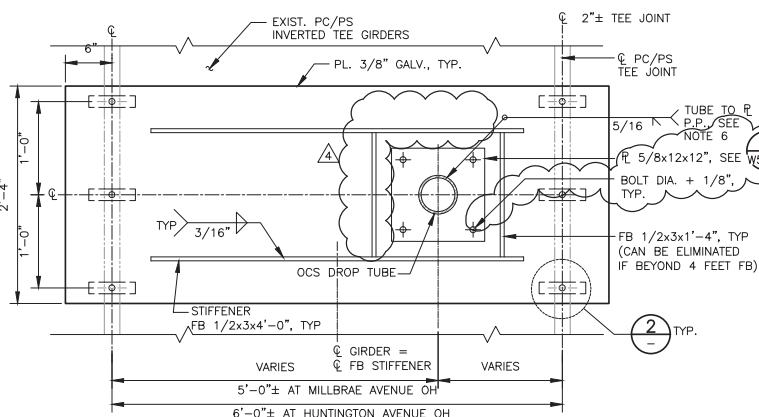
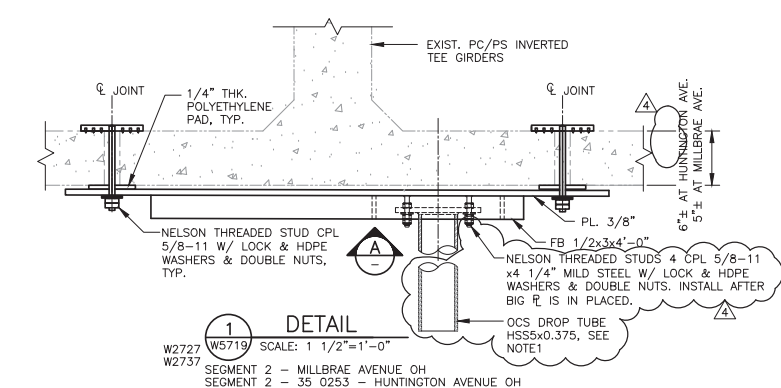


Exhibit A



- NOTES:**
1. FOR OCS DROP TUBE LENGTH, CONTRACTOR SHALL FIELD VERIFY AND PROVIDE TO ENGINEER OF RECORD FOR REVIEW AND APPROVAL PRIOR TO FABRICATION AND INSTALLATION.
 2. POLYETHYLENE PAD SHALL BE RATED FOR 25KV.
 3. POLYETHYLENE PAD SHALL BE PROVIDED TO MATCH PLAN DIMENSION OF CONJUNCTION TYPE ALLOCATED PER DETAIL AS REQUIRED.
 4. CONTRACTOR TO PROVIDE POLYETHYLENE PAD TO ENGINEER FOR REVIEW PRIOR TO FABRICATION.
 5. LOCATE AND AVOID EXISTING REINFORCEMENT, SEE NOTE 6 ON W0704.
 6. REFER TO INT-RFI-000331 FOR ADDITIONAL INFORMATION ON SUBCONTRACTOR SHOP DRAWING.
 7. RUBBER GROMMET AND HDPE WASHER REQUIRED PER INT-RFI-000366 AND SUBMITTAL REVIEW 34 80 10-007.
 8. FOR SELECTION OF HDPE WASHER, SEE 'SUPERIOR (HDPE) WASHER TABLE OR APPROVED EQUIVALENT.
 9. THE CONTRACTOR IS PERMITTED TO USE JAM NUT (OR HALF NUT) WHERE AVAILABLE THREADED PROJECTION IS LIMITED (WHERE APPLICABLE).

SUPERIOR (HDPE) WASHER TABLE				
BOLT DIA.	PART NUMNER	OUTSIDE DIA.	INSIDE DIA.	THICKNESS
1/2"	385-60-091	1.247"	0.53"	0.091"
5/8"	381-81-064	1.997"	0.75"	0.064"

4	030119				REVISED, DCN 097						
5	110918				REVISED, DCN 058						
6	072318				REVISED, DCN 041						
7	031518				REVISED, DCN 020						
0	121817				ISSUED FOR CONSTRUCTION						
REV	DATE	BY	SUB	APP	DESCRIPTION	REV	DATE	BY	SUB	APP	DESCRIPTION

DESIGNED	W. CHOO
DRAWN	R. FERRO
CHECKED	M. YU
IN CHARGE	M. YU
DATE	03012019



DEPUTY DIRECTOR
PROJECT MANAGEMENT
STRUCTURES
TRACK/CIVIL

PENINSULA CORRIDOR JOINT POWERS BOARD

ELECTRIFICATION PROJECT
OVERHEAD BRIDGE ATTACHMENT
ARC FLASH SHIELD DETAILS AND
OCS SUPPORT DETAILS
SHEET 2 OF 2

CADD FILE NAME TEAW5719		CADD DATE 03012019	
SCALE AS NOTED			
CONTRACT NO 14-PCJPB-P-053		MILEPOST	
DWG NO W5719	REV 4	PAGE NO 53	

Exhibit A

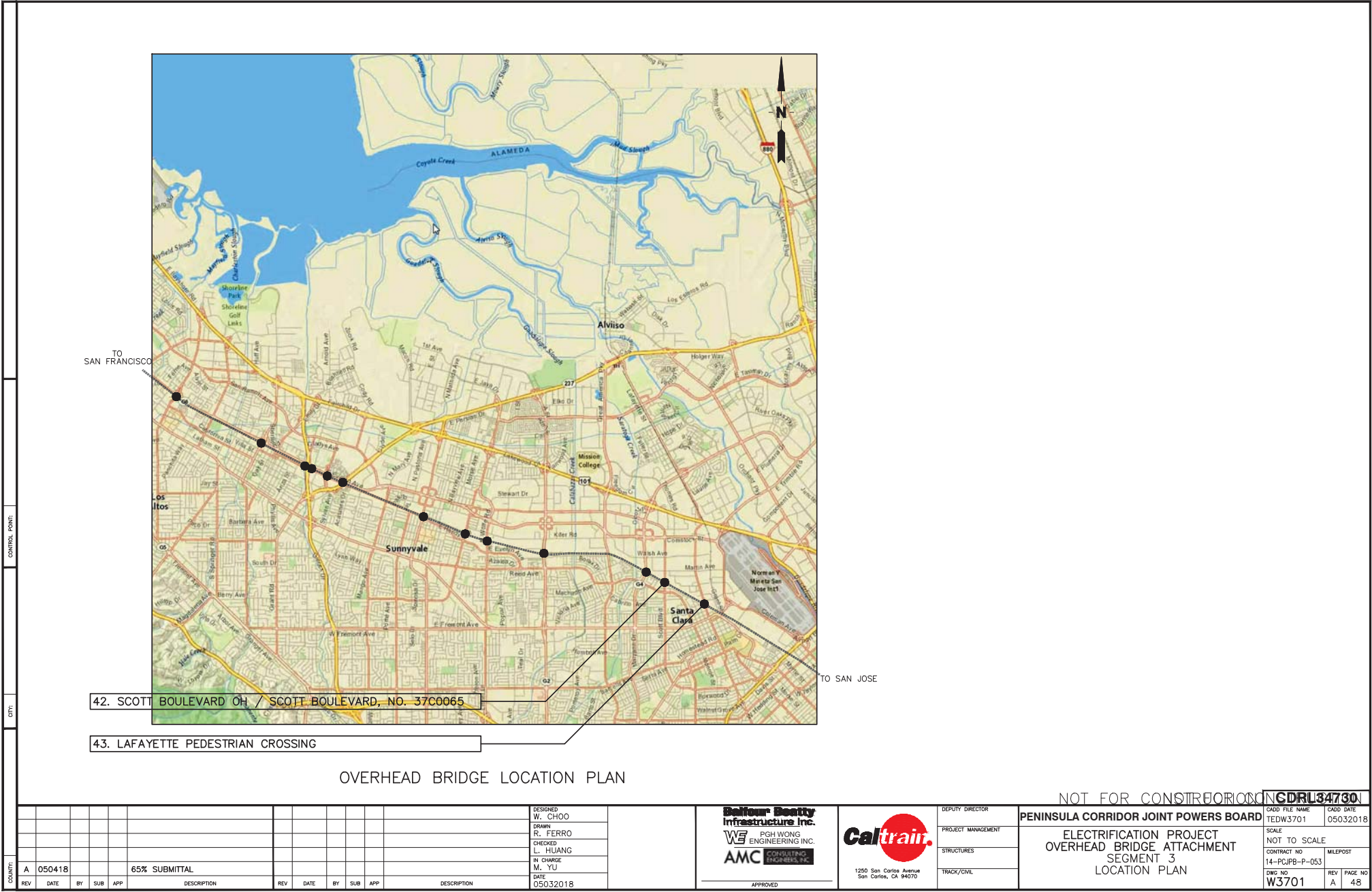
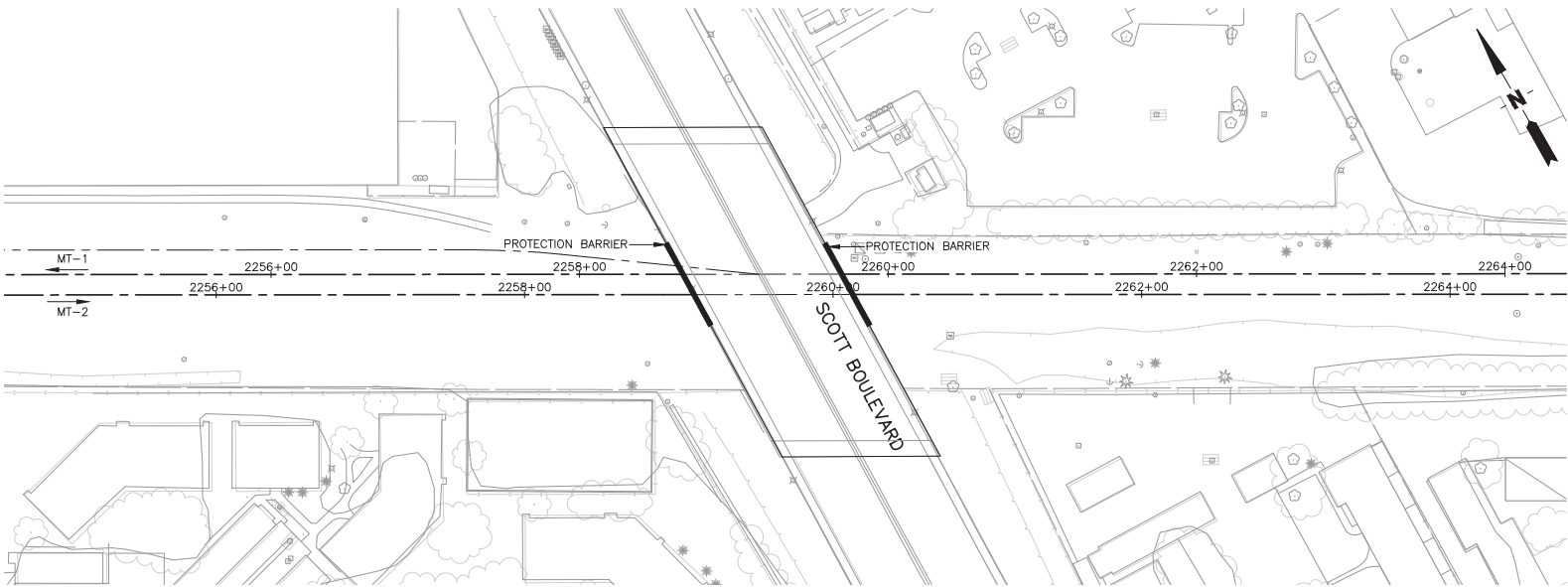
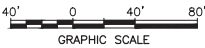


Exhibit A



SITE PLAN

SCALE: 1"=40'



COUNTY: CONTROL POINT:

CITY:

										NOT FOR CONSTRUCTION CDRL34730									
										PENINSULA CORRIDOR JOINT POWERS BOARD									
										ELECTRIFICATION PROJECT									
										SCOTT BOULEVARD									
										BRIDGE NO. 37C0065									
										SITE PLAN									
										SCALE 1"=40'									
										CONTRACT NO 14-PCJPB-P-053									
										DWG NO W3765									
										REV A PAGE NO 83									

DESIGNED
W. CHOO
DRAWN
R. FERRO
CHECKED
L. HUANG
IN CHARGE
M. YU
DATE
05032018

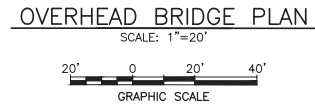
Balfour Beatty
Infrastructure Inc.
PGH WONG
ENGINEERING INC.
AMC CONSULTING
ENGINEERS, INC.

Caltrain
1250 San Carlos Avenue
San Carlos, CA 94070

DEPUTY DIRECTOR
PROJECT MANAGEMENT
STRUCTURES
TRACK/CIVIL

NOT FOR CONSTRUCTION CDRL34730
PENINSULA CORRIDOR JOINT POWERS BOARD
ELECTRIFICATION PROJECT
SCOTT BOULEVARD
BRIDGE NO. 37C0065
SITE PLAN
SCALE 1"=40'
CONTRACT NO 14-PCJPB-P-053
DWG NO W3765
REV A PAGE NO 83

COUNTRY:		CITY:		CONTROL POINT:	

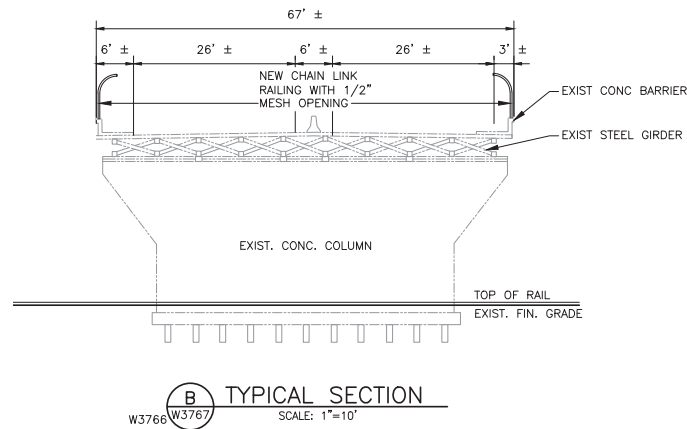
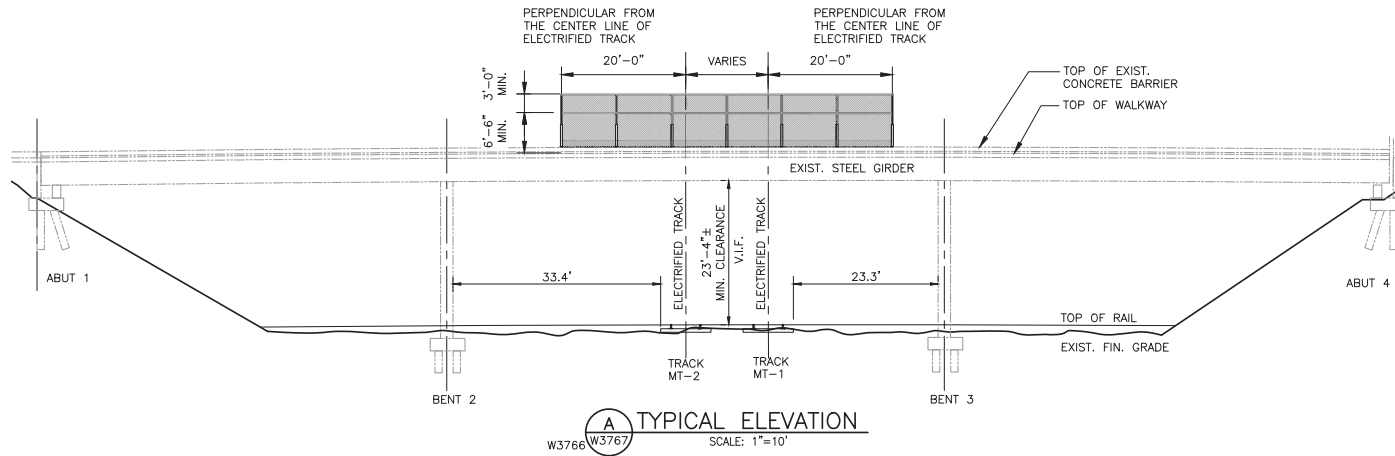


																				DESIGNED W. CHOO DRAWN R. FERRO CHECKED L. HUANG IN CHARGE M. YU DATE 05032018										<div><div><div>Balfour Beatty Infrastructure Inc.</div><div>WE PGH WONG ENGINEERING INC.</div><div>AMC CONSULTING ENGINEERS, INC.</div></div><div><div>Caltrain</div><div>1250 San Carlos Avenue San Carlos, CA 94070</div></div></div>										DEPUTY DIRECTOR										PENINSULA CORRIDOR JOINT POWERS BOARD										CADD FILE NAME TDDW3766 CADD DATE 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Exhibit A

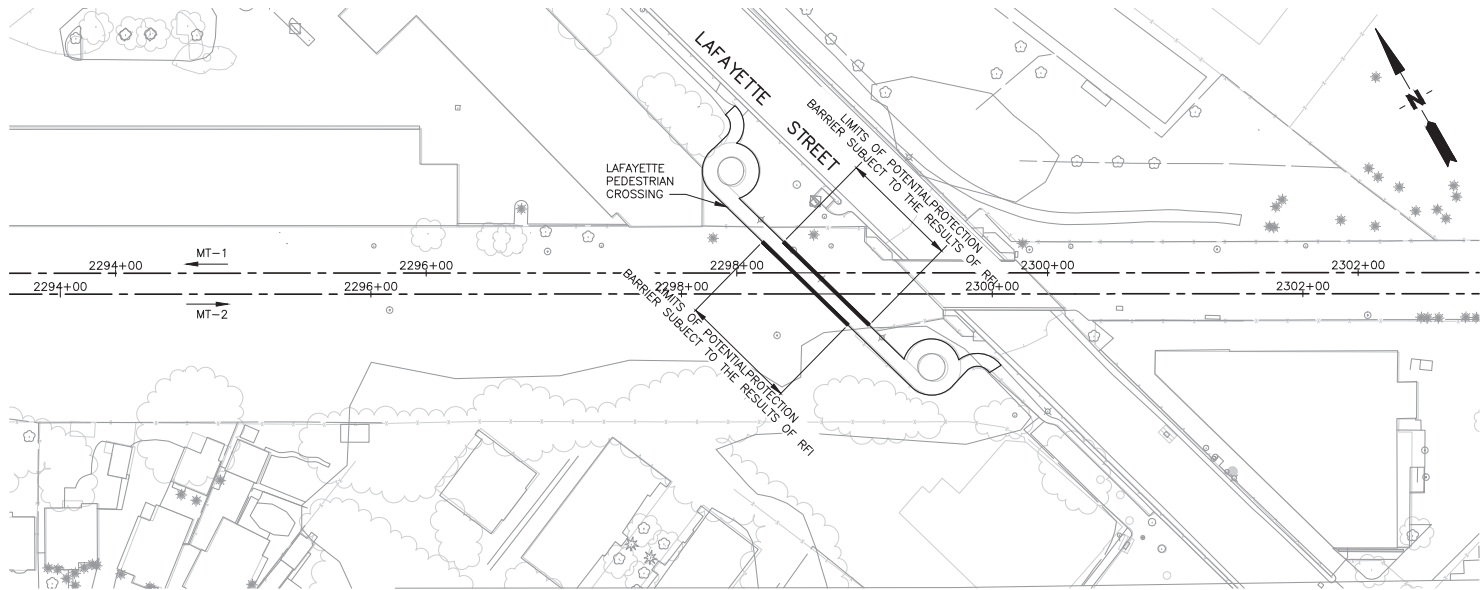
NOTE:

1. FOR PROTECTION BARRIER DETAILS, SEE DWG W5750.



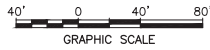
										<div>DESIGNED W. CHOO DRAWN R. FERRO CHECKED L. HUANG IN CHARGE M. YU DATE 05032018</div>										<div><div><div><div>Balfour Beatty Infrastructure Inc.</div><div>WE</div><div>AMC</div></div><div>PGH WONG ENGINEERING INC. CONSULTING ENGINEERS, INC.</div></div><div><div>Caltrain.</div><div>1250 San Carlos Avenue San Carlos, CA 94070</div></div></div> <div>APPROVED</div>										<div><div>DEPUTY DIRECTOR PROJECT MANAGEMENT STRUCTURES TRACK/CIVIL</div></div>										<div><div>PENINSULA CORRIDOR JOINT POWERS BOARD</div><div>ELECTRIFICATION PROJECT SCOTT BOULEVARD SCOTT BOULEVARD OVERHEAD BRIDGE NO. 37C0197 ELEVATION AND SECTION</div></div>										<div><div>CADD FILE NAME TEDW3767 SCALE 1"=10' CONTRACT NO. 14-PCJPB-P-053 DWG NO. W3767</div><div>CADD DATE 05032018 MILEPOST REV A PAGE NO. 85</div></div>																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
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Exhibit A



SITE PLAN

SCALE: 1"=40'



GRAPHIC SCALE

COUNTY: CONTROL POINT:

CITY:

COUNTY:

REV	DATE	BY	SUB	APP	DESCRIPTION	REV	DATE	BY	SUB	APP	DESCRIPTION
A	050418				65% SUBMITTAL						

DESIGNED
W. CHOO
DRAWN
R. FERRO
CHECKED
L. HUANG
IN CHARGE
M. YU
DATE
05032018

Balfour Beatty
Infrastructure Inc.
WE PGH WONG
ENGINEERING INC.
AMC CONSULTING
ENGINEERS, INC.

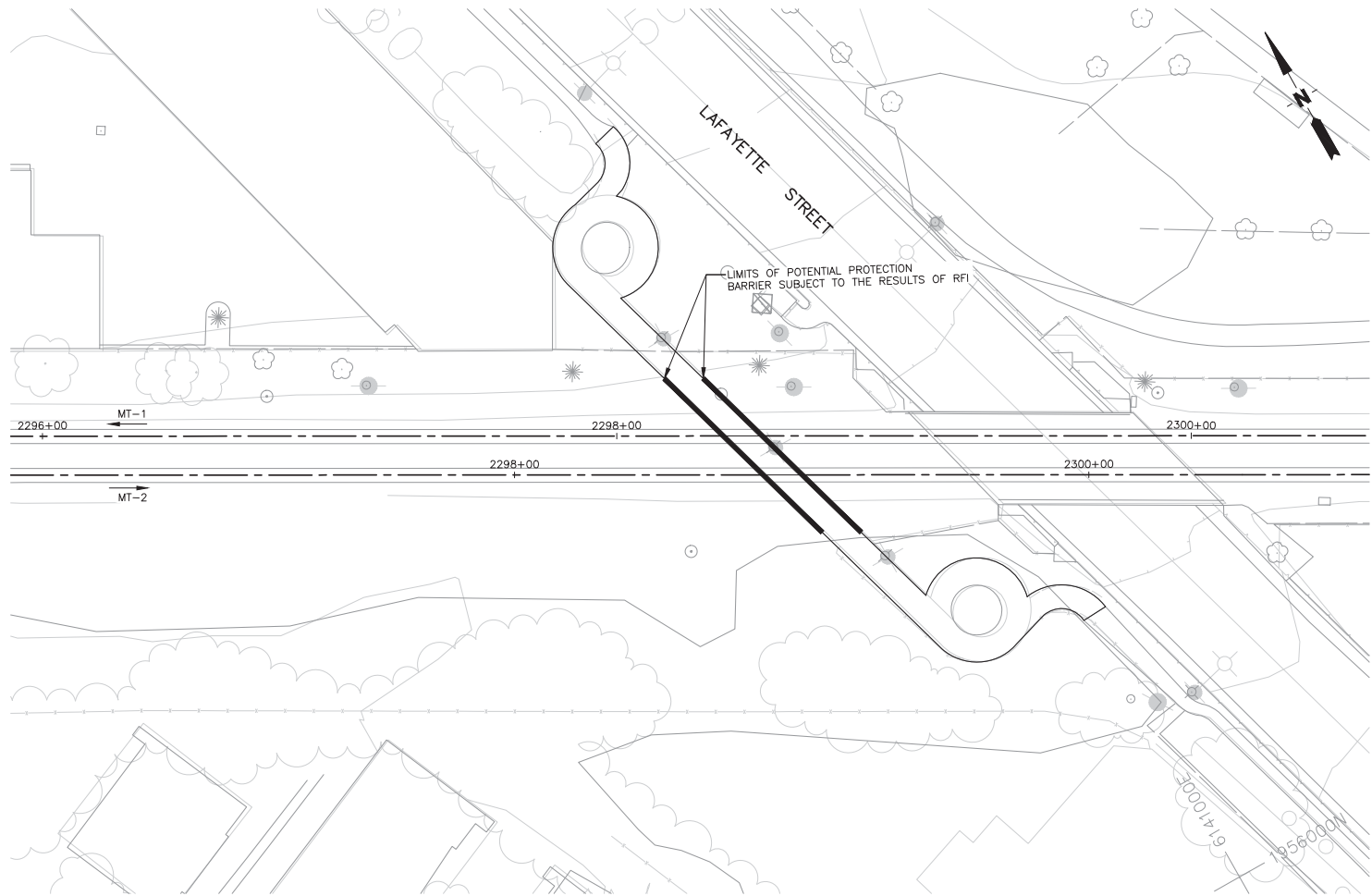
Caltrain.
1250 San Carlos Avenue
San Carlos, CA 94070

DEPUTY DIRECTOR
PROJECT MANAGEMENT
STRUCTURES
TRACK/CIVIL

PENINSULA CORRIDOR JOINT POWERS BOARD
ELECTRIFICATION PROJECT
LAFAYETTE STREET
LAFAYETTE PEDESTRIAN CROSSING
SITE PLAN

NOT FOR CONSTRUCTION
CDRL34730
CADD FILE NAME
TEDW3770
CADD DATE
05032018
SCALE
1"=40'
CONTRACT NO
14-PCJPB-P-053
DWG NO
W3770
MILEPOST
REV
A
PAGE NO
86

Exhibit A



OVERHEAD BRIDGE PLAN

SCALE: 1"=20'



COUNTY: CONTROL POINT:

CITY:

COUNTY:	REV				DESCRIPTION	REV	DATE	BY	SUB	APP	DESCRIPTION
	A	050418									
					65% SUBMITTAL						

DESIGNED
W. CHOO
DRAWN
R. FERRO
CHECKED
L. HUANG
IN CHARGE
M. YU
DATE
05032018

Balfour Beatty
Infrastructure Inc.
PGH WONG
ENGINEERING INC.
AMC CONSULTING
ENGINEERS, INC.

Caltrain
1250 San Carlos Avenue
San Carlos, CA 94070

DEPUTY DIRECTOR
PROJECT MANAGEMENT
STRUCTURES
TRACK/CIVIL

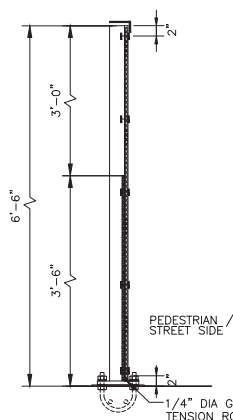
NOT FOR CONSTRUCTION
PENINSULA CORRIDOR JOINT POWERS BOARD
ELECTRIFICATION PROJECT
LAFAYETTE STREET
LAFAYETTE PEDESTRIAN CROSSING
OVERHEAD PLAN

CDRL34730
CADD FILE NAME
TEDW3771
CADD DATE
05032018
SCALE
1"=20'
CONTRACT NO
14-PCJPB-P-053
DWG NO
W3771
MILEPOST
REV
A
PAGE NO
87

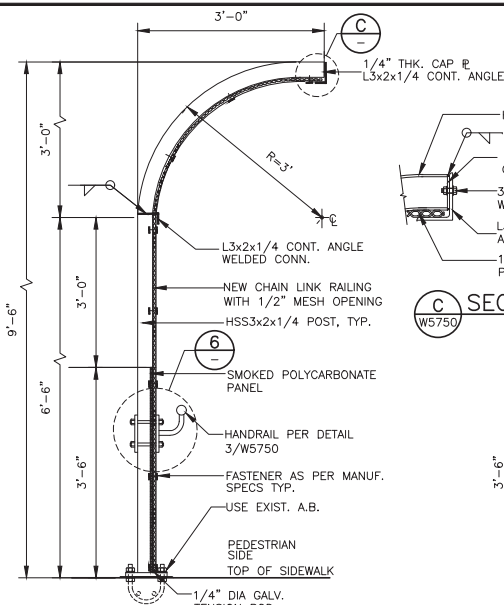
Exhibit A

NOTES:

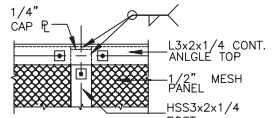
1. RAILING MUST CONFORM TO HORIZONTAL AND VERTICAL ALIGNMENT. POST MUST BE VERTICAL. HORIZONTAL ANGLE MUST BE BENT TO CONFORM TO HORIZONTAL ALIGNMENT IF RADIUS IS 150'-0" LESS.
2. HORIZONTAL ANGLE MUST BE CONTINUOUS OVER NOT LESS THAN TWO INTERMEDIATE POSTS, EXCEPT THAT A SHORTER LENGTH IS PERMITTED AT BRIDGE JOINTS AND OTHER RAIL DISCONTINUITIES.
3. WHEN RAILING IS PLACED ON CURVED HORIZONTAL ALIGNMENT WITH RADIUS OF 150'-0" OR LESS, DRILL 1/2"x3/8" DEEP HOLE IN SLAB AND SET IN EPOXY ADHESIVES 3/8"x WELDED EYEBOLT FOR 5/16" CABLE TO LIMIT THE MID ORDINATE DISTANCE BETWEEN THE 5/16" CABLE AND CURVE TO BE 1" MAXIMUM.
4. PLACE FABRIC PARALLEL TO SLOPE.
5. HANDRAIL PIPE CONTINUOUS OVER TWO OR MORE SUPPORTS.



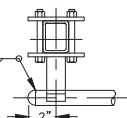
1 TYP BARRIER DETAIL
W5750 SCALE: 1"=1'-0"



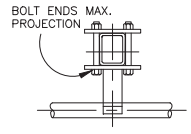
2 TYP BARRIER DETAIL AT WALKWAY
W5750
SCALE: 1"=1'-0"



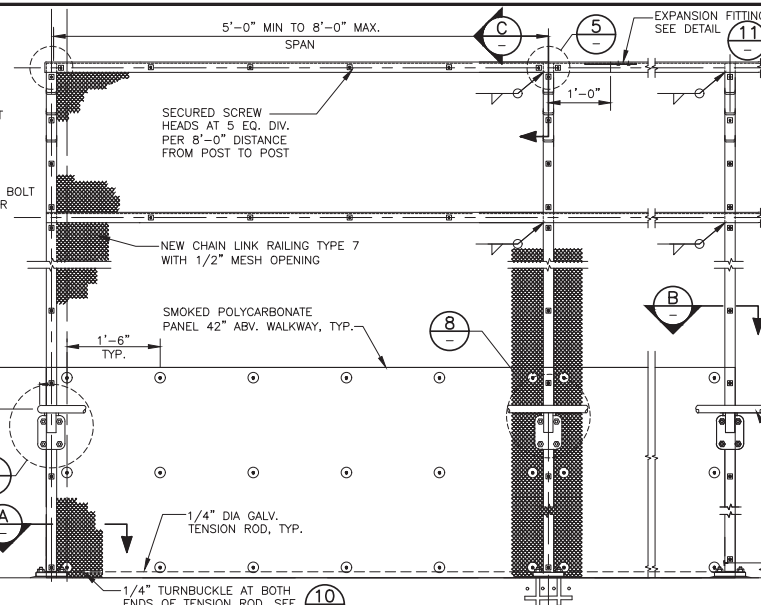
5 INTERMEDIATE POSTS
W5750 N.T.S.



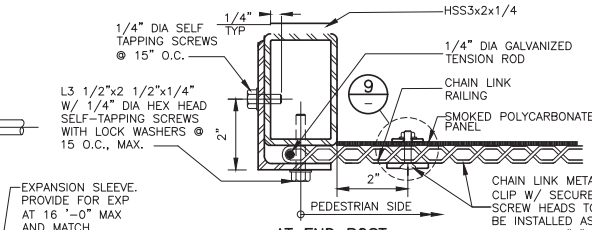
PLAN



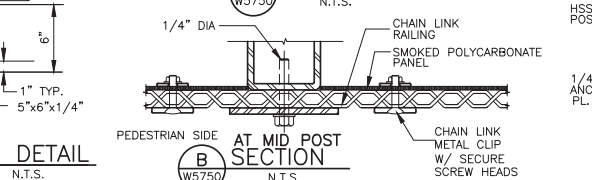
PLAN



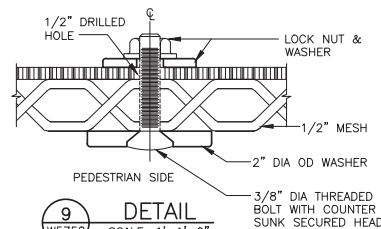
END POST 3 DETAIL INTERMEDIATE POST
W5750 SCALE: 1" = 1' 0"



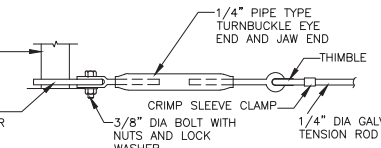
AT END POST SECTION
PER DETAIL "G"



NO		NO		NO	
Balfour Beatty				DEPUTY DIRECTOR	PENINSULA

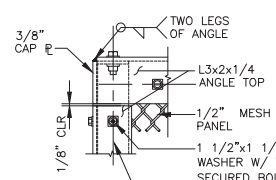


W5/50 SCALE: 1"=1'-0"

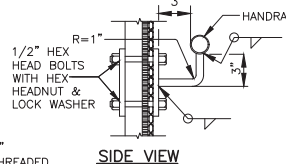


WASHER

10 DETAIL



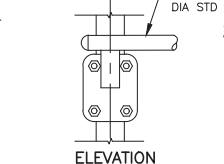
4 END POST
W5750 N.T.S.
(WITH ELECTRICAL CONDUCTORS)



PIPE HANDRAILING
BRACKET

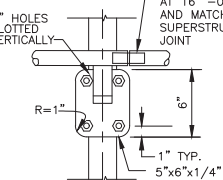
6
W5750

N.T.S.



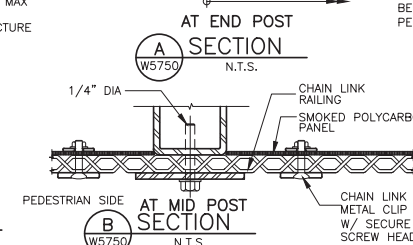
PIPE HANDRAILING
AT END

N.T.S.

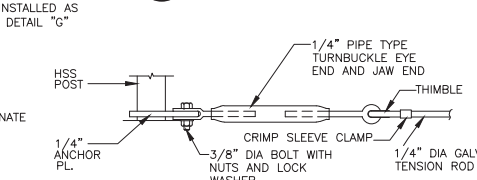


8
W5750

DETAIL
N.T.S.



four: Beatty		DEPUTY DIRECTOR
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WASHER

10
W5750

DETAIL

N.T.S.

NOT FOR CONSTRUCTION CDR134730

[illegible]

Exhibit A

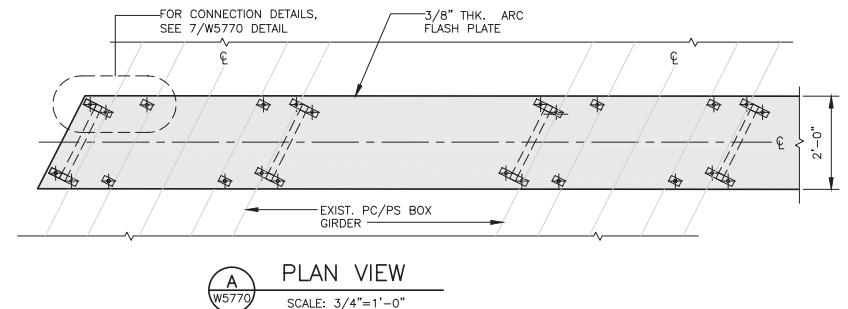
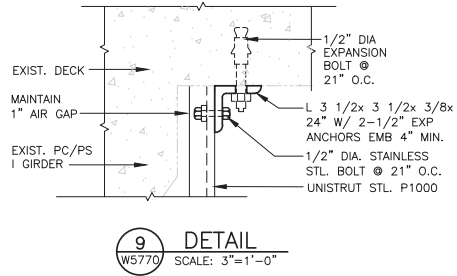
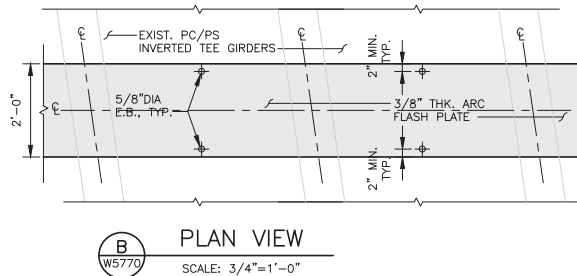
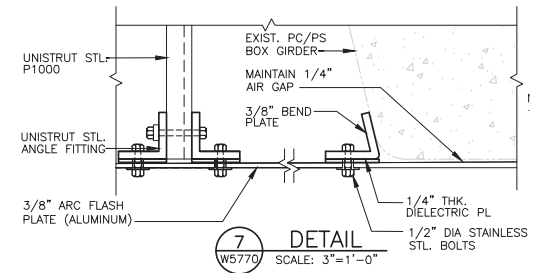
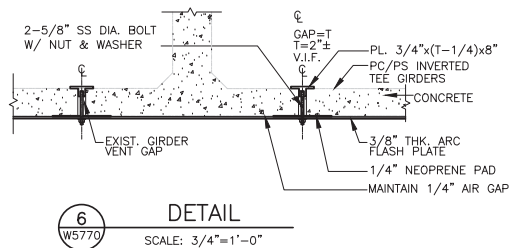
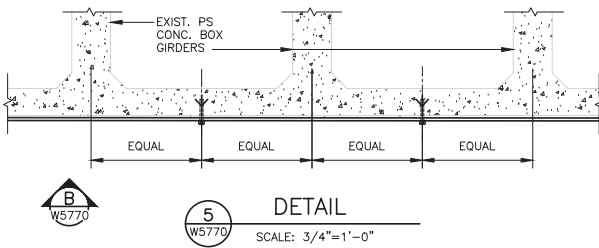
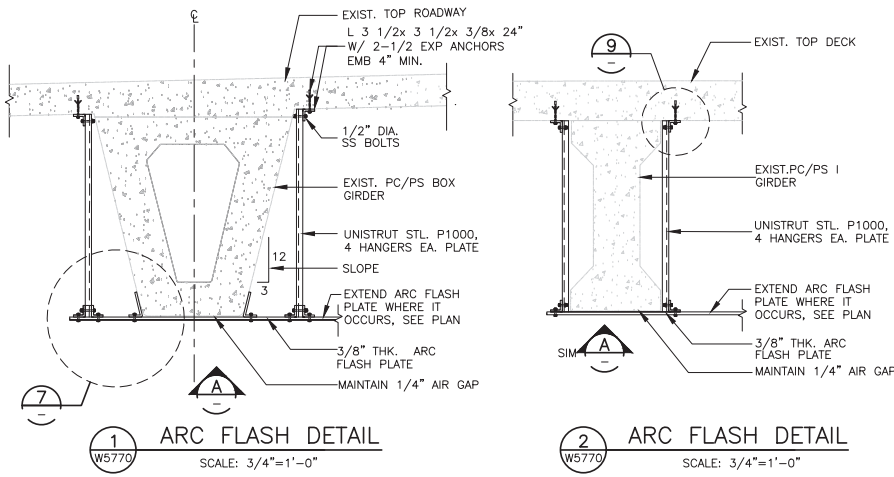
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Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

\$3,000,000 Each occurrence
\$3,000,000 General Aggregate
\$3,000,000 Products/Completed Operations Aggregate
\$3,000,000 Personal Injury
\$3,000,000 Project Aggregate
2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than two million dollars (\$2,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form

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CA 00 01. Liability coverage shall apply to all owned, non-owned and
hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. POLLUTION LIABILITY

In the event that this contract involves hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors shall provide a Contractor's Pollution Liability Insurance policy with coverage limits not less than two million dollars (\$2,000,000) each claim in connection with the Work performed under this Contract. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." Any deductible must be declared to and approved by City. Such policy shall cover, at a minimum, liability for bodily injury, damage to and loss of use of property, and clean-up costs arising from sudden, accidental and gradual pollution and remediation in

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connection with the Work under this Agreement. Contractor will use its best efforts to have the City, Council, officers, employees and volunteers added as additional insureds under this policy. The following provisions shall apply:

1. The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.
2. Products/completed operations coverage shall extend a minimum of three (3) years after project completion.
3. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors.
4. If the insured is using subcontractors the Policy must include work performed "by or on behalf" of the insured.
5. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnitees may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.
3. General Aggregate. The general aggregate limits shall apply separately to Contractor's work under this Agreement providing

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coverage at least as broad as Insurance Services Office (ISO)
Endorsement CG 2503, 1985 Edition, or insurer's equivalent (CGL);

4. Cancellation.

- a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
- b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

5. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Document 00820.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Requirements of specific insurance coverage features described in this Agreement shall not be construed to be a limitation of liability on the part of Contractor or any of its subcontractors, nor to relieve any of them of any liability or responsibility under the Contract Documents, as a matter of law or otherwise. Such requirements are not intended by any Party to be limited to providing coverage for the vicarious liability of the City or to the supervisory role, if any, of City. All insurance coverage provided pursuant to this Agreement in any way relating to City is intended to apply to the full extent of the policies involved.
2. Contractor shall maintain all required insurance policies in full force and effect during entire period of performance of the Services under this Agreement of Contract Documents. Contractor shall also keep such insurance in force during warranty and guarantee

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periods. At time of making application for extension of time, Contractor shall submit evidence that insurance policies will be in effect during requested additional period of time.

3. City reserves the right, at any time during the term of this Agreement to change the amounts and types of insurance required by giving the Contractor thirty (30) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate in good faith additional compensation proportional to the increased benefit to City.
4. Any type of insurance or any increase of limits of liability not described in this Exhibit which Contractor requires for its own protection or in compliance with applicable statutes or regulations, shall be Contractors' responsibility and at its own expense.
5. No liability insurance coverage provided by Contractor to comply with the terms of this Agreement shall prohibit Contractor, or Contractor's employees, or agents, from waiving the right of subrogation prior to a loss. Contractor waives its right of subrogation against indemnitees. Any property insurance policies affected by Contractor shall be endorsed to delete the subrogation condition as to indemnitees or shall specifically allow Contractor to waive subrogation prior to a loss. Contractor hereby waives any right of recovery against the indemnitees and agrees to require any subcontractor to do so.
6. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
7. Contractor shall cooperate fully with City and Contractor's insurance companies in any safety and accident prevention program and claims handling procedures as established for the performance of Services under this Agreement.
8. All coverage types and limits required under this Agreement are subject to approval, modification and additional requirements by the

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City, as the need arises. Contractor shall not make any reductions in scope of coverage which may affect City's protection without City's prior written consent.

9. For purposes of applying insurance coverage only, all contracts pertaining to the performance of services will be deemed to be executed when finalized and any activity commences in furtherance of performance under this agreement.
10. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any of the insurance requirements set forth in this Agreement in no way imposes any additional obligations on City nor does it waive any of the City's rights under this Agreement or any other regard.
11. Any provision in this Agreement dealing with the insurance coverage provided pursuant to these requirements, is subordinate to and superseded by the requirements contained herein. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the Parties here to be interpreted as such.
12. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
13. Contractor agrees to obtain and provide to City evidence of Professional Liability insurance for Architects or Engineers if engaged by Contractor to perform any of the Services required under this Agreement. City shall determine the minimum coverage and policy limits required, after consultation with Contractor.
14. The City acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. The Contractor's insurance obligations under this Agreement under may be satisfied in whole or in part by adequately funded self-insurance retention, but only after approval from the City Attorney's Office upon satisfactory evidence of financial capacity.

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All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.