SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



FROM: TLMA - Transportation Department

SUBMITTAL DATE: August 29, 2013

SUBJECT:

Cooperative Agreement between the County of Riverside (County) and City of Riverside (City) for Magnolia Avenue Railroad Grade Crossing Traffic Signal and Railroad Grade Crossing Improvements in the Home Gardens Area and Buchanan Street Railroad Grade Crossing Improvements in the City

RECOMMENDED MOTION: That the Board of Supervisors:

- 1. Approve the attached Cooperative Agreement with the City of Riverside for the Magnolia Avenue railroad grade crossing traffic signal and grade crossing improvements at Magnolia Avenue and at Buchanan Street; and
- 2. Authorize the Chairman of the Board of Supervisors to execute the same.

Patricia Romo

Juan C. Perez

Assistant Director of Transportation and Land Management

Dt:dt

Departmental

(Continued On Attached Page)

Current F.Y. Total Cost: \$ 254,501 In Current Year Budget: Yes **FINANCIAL Budget Adjustment: Current F.Y. Net County Cost:** \$ 0 No DATA \$0 For Fiscal Year: 2013/2014 **Annual Net County Cost:**

SOURCE OF FUNDS: Gas Tax (ABX8-9 Mar 2010 New HUTA (100%)

Positions To Be **Deleted Per A-30**

There are no General Funds used in this project.

Requires 4/5 Vote

C.E.O. RECOMMENDATION:

APPRO

County Executive Office Signature

FORM APPROVED COUNTY COUNSE

Z

Dep't Recomm.: Per Exec. Ofc.:

38/8 SEP - 3 PM 2: U2

2/2 Agenda Number: 6/4/13 3-52 and 3-53 District: 1/1,

The Honorable Board of Supervisors

RE: Cooperative Agreement between the County of Riverside (County) and City of Riverside (City) for Magnolia Avenue Railroad Grade Crossing Traffic Signal and Railroad Grade Crossing Improvements in the Home Gardens Area and Buchanan Street Railroad Grade Crossing Improvements in the City

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BACKGROUND: This Cooperative Agreement involves work that will install a traffic signal for the eastbound traffic on Magnolia Avenue at the BNSF Railway Company crossing (west of Buchanan Street), connect the traffic signal control system with the railroad crossing signal control system, modify train detection equipment along railroad tracks to provide advance railroad detection of oncoming trains, and upgrade the railroad crossing equipment at both Magnolia Avenue and Buchanan Street railroad grade crossings. These improvements benefit both the County and the City by improving traffic operation and safety at the two railroad grade crossings and facilitating future improvements for a "Quiet Zone" for the Buchanan Street grade crossing.

The traffic signal at the Magnolia Avenue railroad grade crossing will be used as part of the traffic control at the railroad crossing during the construction of the Magnolia Avenue Grade Separation Project.

The cost for constructing the traffic signal at the Magnolia Avenue railroad grade crossing is estimated to be \$150,000. BNSF Railway Company estimates the track and crossing improvements to cost \$209,002 for the Magnolia Avenue crossing and \$137,037 for the Buchanan Street crossing. The County's share is estimated to be \$254,501, consisting of 100% of the traffic signal at the Magnolia Avenue railroad grade crossing and 50% of the Magnolia Avenue crossing improvements. The City's share is estimated to be \$241,538, consisting of 100% of the Buchanan Street crossing improvements and 50% of the Magnolia Avenue crossing improvements.

By Minute Order dated June 4, 2013 (Agenda Item 3-52), the Board of Supervisors approved the Highway-Rail Signal Interface Agreement between the County and BNSF Railway Company for grade crossing improvements and maintenance.

By Minute Order dated June 4, 2013 (Agenda Item 3-53), the Board of Supervisors approved the plans and specifications and authorized the Clerk of the Board to advertise for bids.

BNSF Railway Company and the City of Riverside have entered into a separate maintenance agreement for the Buchanan Street grade crossing.

Gax tax will be used to fund the County's share of the costs.

Annual operation and maintenance costs for the traffic signal are estimated at \$2,500 to be funded by gas gax. There is no maintenance and operation costs to the County for the Magnolia Avenue crossing improvements.

County Counsel has approved the Agreement as to form.

County Project No.: B7-0788

Contract No. 13-08-004 Riverside Co. Transportation

AGREEMENT BY AND BETWEEN

COUNTY OF RIVERSIDE AND CITY OF RIVERSIDE

Home Gardens Area Project

FOR

MAGNOLIA AVENUE QUEUE CUTTER TRAFFIC SIGNAL AND BNSF RAILWAY GRADE CROSSING IMPROVEMENTS PROJECT

This Agreement entered into this ______ day of ______, 2013, by and between the County of Riverside, (hereinafter "COUNTY"), and the City of Riverside, (hereinafter "CITY") for the provision of Magnolia Avenue Queue Cutter Traffic Signal and BNSF Railway (hereinafter "BNSF") Grade Crossing Improvements within the City and in the Home Gardens Area of the COUNTY.

RECITALS

- A. The COUNTY and CITY have determined that there is a great need for an eastbound queue cutter traffic signal on Magnolia Avenue at BNSF grade crossing and BNSF at-grade crossing improvements at the Magnolia Avenue crossing in the County and the Buchanan Street crossing in the CITY.
- B. COUNTY and CITY desire to have one agency take a lead role in the development and implementation of Magnolia Ave queue cutter traffic signal (hereinafter "SIGNAL") and to have BNSF construct grade crossing improvements at both Magnolia Avenue and Buchanan Street crossings (hereinafter "CROSSING") as shown in Exhibit A (Vicinity Map) and Exhibit B (Magnolia Ave Queue Cutter Traffic Signal Plans) in an interest to coordinate the improvements located in both jurisdictions and to reduce overall costs by processing the two separate jurisdictional improvements as one project.
- C. COUNTY and CITY desire to designate COUNTY as the lead agency for the SIGNAL and CROSSING; therefore, COUNTY will provide the administrative, technical, managerial, and support services necessary to develop and implement SIGNAL, and coordinate with BNSF to implement CROSSING.
- D. COUNTY and CITY desire to define herein the terms and conditions under which said SIGNAL and CROSSING is to be administered, environmentally cleared, engineered, coordinated, constructed, managed, maintained and financed.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as

follows:

SECTION I • COUNTY AGREES:

- 1. To fund one hundred (100) percent of the cost of preparing plans, specifications and estimates (PS&E), preparing an environmental document and obtaining environmental clearance in accordance with the California Environmental Quality Act, providing utility coordination and relocation of impacted utilities, and advertising, awarding and administering a public works construction contract necessary to construct Magnolia Avenue queue cutter traffic signal.
- 2. To fund one-hundred (100) percent of the cost of constructing the Magnolia Avenue queue cutter traffic signal estimated to be \$150,000.
- 3. To fund fifty (50) percent of the cost of constructing the Magnolia Avenue BNSF Railway grade crossing improvements by BNSF Railway. BNSF's cost estimate for the Magnolia Avenue grade crossing improvements is shown in Exhibit C, attached hereto and incorporated by this reference.
- 4. The COUNTY's share of all costs is estimated to be \$254,501 as shown in Exhibit E, attached hereto and incorporated by this reference.
- To prepare, or cause to be prepared, detailed PS&E documents for the Magnolia Avenue queue cutter traffic signal and submit to CITY for review and approval.
- 6. To identify and locate all utility facilities within the SIGNAL area as part of its SIGNAL design responsibility. If any existing public and/or private utility facilities conflict with SIGNAL construction, COUNTY shall make all necessary arrangements with the owners of such facilities for their protection, relocation, or removal. All utility facilities shall be identified on the SIGNAL plans and specifications, and conflicting utilities shall be denoted. COUNTY shall require the utility owner and/or its contractors performing the relocation work within CITY's right of way to obtain a CITY Street Opening permit prior to the performance of said relocation work. CITY and COUNTY shall coordinate and cooperate in the effort to establish prior rights related to utility encroachments into each jurisdictions right-of-way.
- 7. To make written application to CITY for a no-cost Street Opening permit authorizing entry into CITY's right of way for the purposes of constructing SIGNAL.

Cooperative Agreement

- 8. To advertise, award and administer a public works contract for the construction of SIGNAL in accordance with all applicable laws, including but not limited to the Local Agency Public Construction Act, the California Labor Code, and in accordance with the permit issued by the Riverside County Transportation Department.
- 9. To furnish a representative to perform the function of Resident Engineer during construction of SIGNAL. The Resident Engineer shall be a Licensed Civil Engineer. If the SIGNAL plans and specifications are prepared by a private engineering company, the Resident Engineer shall not be an employee of that company. The Resident Engineer shall also be independent of the construction contractor.
- 10. To furnish qualified support staff to assist the Resident Engineer in, but not limited to, construction surveys, soils and foundation tests, measurement and computation of quantities, testing of construction materials, checking shop drawings, preparation of estimates and reports, preparation of as-built drawings, and other inspection and staff services necessary to assure that the construction is performed in accordance with the PS&E documents.
- 11. To construct SIGNAL in accordance with approved PS&E documents.
- 12. To provide material testing and quality control conforming to the Caltrans Standard Testing Methods as provided in Chapter 16 of the Local Assistance Procedures Manual, and to have this testing performed by a certified material tester.
- 13. Invoice City for City's share of the BNSF Railway crossing improvement costs.

SECTION II • CITY AGREES:

- To fund fifty (50) percent of the cost of constructing the Magnolia Avenue BNSF Railway grade crossing improvements by BNSF Railway. BNSF's cost estimate for the Magnolia Avenue grade crossing improvements is shown in Exhibit C.
- To fund one-hundred (100) percent of the cost of constructing Buchanan Street BNSF Railway grade crossing improvements by BNSF Railway. BNSF's cost estimate for Buchanan Street grade crossing improvements is shown in Exhibit D, attached hereto and incorporated by this reference.
- 3. The CITY's share of all costs is estimated to be \$241,538 as shown in Exhibit E.
- 4. To provide, at no cost to COUNTY, oversight of SIGNAL and to provide prompt reviews and approvals, as appropriate, of submittals by COUNTY, and to cooperate in timely processing of SIGNAL.
- 5. To issue, at no cost to COUNTY or its contractors, upon proper application by COUNTY or COUNTY's

contractors, a Street Opening permit authorizing entry onto CITY's right of way to perform survey and other investigative activities required for Construction of SIGNAL.

- 6. To provide a representative to coordinate thorough the COUNTY's Resident Engineer during the construction of SIGNAL and to verify facilities are constructed in accordance with the approved PS&E documents as required by this Agreement. It is mutually understood that CITY personnel may observe and inspect all work being done on SIGNAL, but shall provide any comments to COUNTY personnel who shall be solely responsible for all communications with COUNTY contractor.
- 7. To pay within 30 days of receipt all invoices submitted by COUNTY for services rendered in accordance with this Agreement.

SECTION III • IT IS MUTUALLY AGREED AS FOLLOWS:

- Construction by COUNTY of improvements referred to herein which lie within CITY rights of way shall not commence until a Street Opening Permit to COUNTY or its contractor, authorizing such work has been issued by CITY.
- 2. COUNTY and CITY shall retain or cause to be retained for audit for a period of three (3) years from the date of final payment, all records and accounts relating to SIGNAL and CROSSING.
- 3. COUNTY shall cause COUNTY's contractor to maintain in force, until completion and acceptance of the SIGNAL construction contract, a policy of Contractual Liability Insurance, including coverage of Bodily Injury Liability and Property Damage Liability, in the amount of \$2,000,000 minimum single limit coverage, and a policy of Automobile Liability Insurance in the amount of \$1,000,000 minimum. Endorsements to each policy shall be required which name the CITY, its officers, officials, agents and employees as additionally insured. COUNTY shall also require COUNTY's contractor to maintain Worker's Compensation Insurance. COUNTY shall provide Certificates of Insurance and Additional Insured Endorsements which meet the requirements of this section to CITY prior to the start of construction.
- 4. Neither COUNTY nor any officer or employee thereof shall be responsible for any 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 delegated to CITY under this Agreement. It is further agreed that pursuant to Government Code Section 895.4, CITY shall fully indemnify and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or

Cooperative Agreement

- omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.
- 5. Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement. It is further agreed that pursuant to Government Code Section 895.4, COUNTY shall fully indemnify and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement.
- 6. This Agreement contains the entire agreement of the parties with respect to subject matter hereof, and supersedes all prior negotiations, understandings or agreements. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.
- 7. This Agreement and the exhibit herein contain the entire agreement between the parties, and are intended by the parties to completely state the agreement in full. Any agreement or representation respecting the matters dealt with herein or the duties of any party in relation thereto, not expressly set forth in this Agreement, is null and void.
- 8. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties or affects the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of roads different from the standard of care imposed by law.
- 9. This Agreement may be executed in one or more counterparts and when a counterpart shall have been signed by each party hereto, each shall be deemed an original, but all of which constitute one and the same instrument.
- 10. Except as provided in Section 12940 of the California Government Code, during performance of this Agreement, the parties shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical handicap, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex or sexual orientation in the selection and retention of employees and subcontractors and the procurement of materials and equipment.

The parties shall also comply with the requirements of the Americans with Disabilities Act in the performance of the Agreement.

- 11. This Agreement shall terminate upon completion of the SIGNAL and CROSSING, and receipt of full payment by CITY for its share of grade crossing improvements cost to COUNTY.
- 12. Ownership and title to all materials, equipment, and appurtenances installed as part of this Agreement will automatically be vested with the jurisdiction for which the improvements reside and no further agreement will be necessary to transfer ownership.

ı	COUNTY Approvals	CITY Approvals
2 3 4 5 5 6	JUAN C. PEREZ Director of Transportation	By:
3	APPROVAL BY THE BOARD OF SUPERVISORS	Attest:
)	Dated:	7 most.
10 11 12	PRINTED NAME Chairman, Riverside County Board of Supervisors	By:City Clerk
13	APPROVED AS TO FORM:	
4	PAMELA J. WALLS, COUNTY COUNSEL	Approved as to form:
5 6 7 8	Molicity Dated: 8/20/13 By Deputy	By: Deputy City Attorney
9	ATTEST:	
21		
22	Clerk of the Board (SEAL)	
.4	,	
25		
:6		

EXHIBIT A

VICINITY MAP

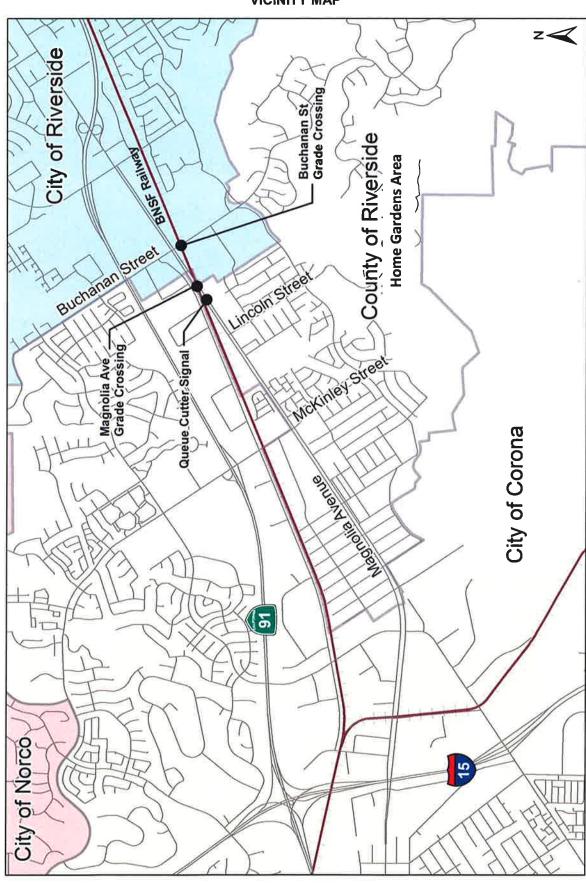
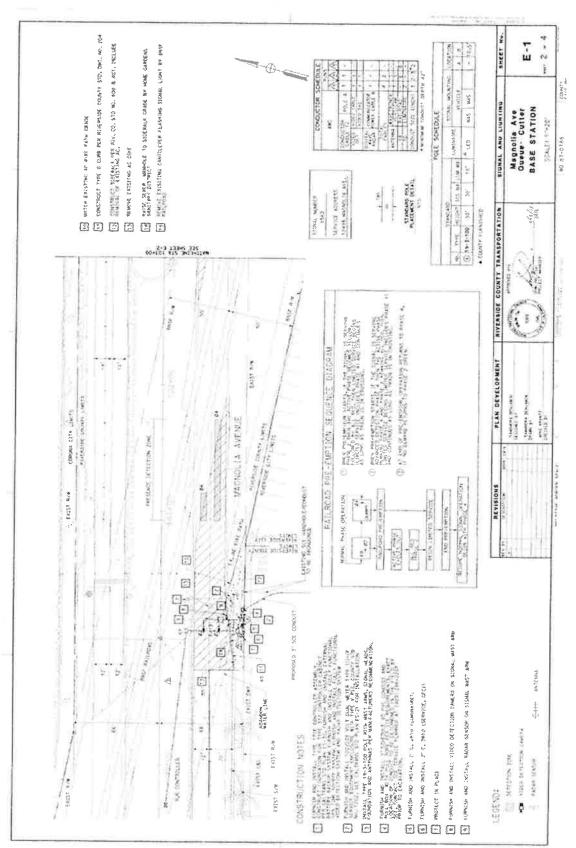


EXHIBIT B

MAGNOLIA AVE QUEUE CUTTER TRAFFFIC SIGNAL PLANS



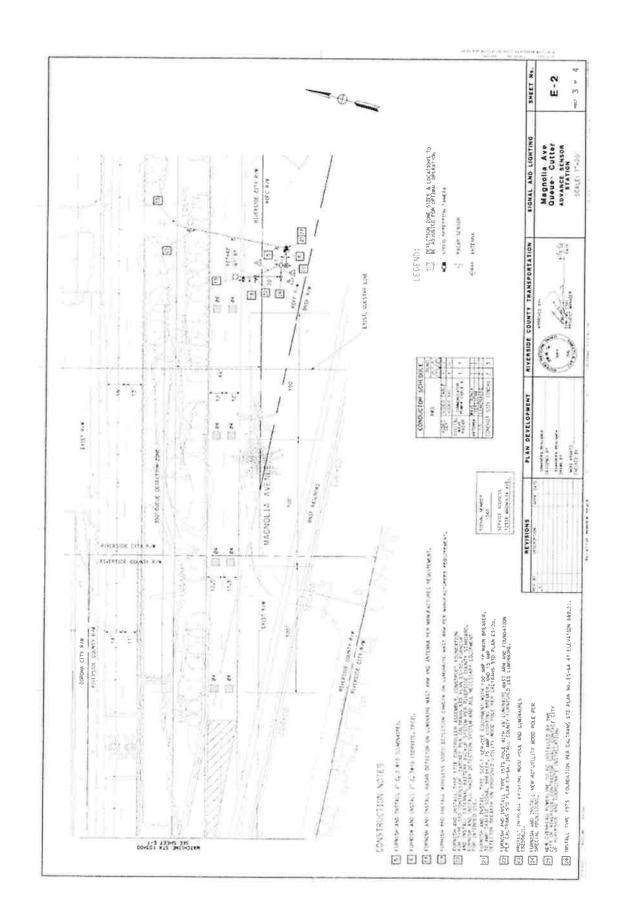


EXHIBIT C

MAGNOLIA AVENUE GRADE CROSSING

TRACK IMPROVEMENT COST ESTIMATE BY BNSF

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

BNSF RAILWAY COMPANY FHPM ESTIMATE FOR COUNTY OF RIVERSIDE

LOCATION RIVERSIDE DETAILS OF ESTIMATE PLAN ITEM: 000213874 VERSION: 1

PURPOSE, JUSTIFICATION AND DESCRIPTION

ESTIMATE REVIEWED AND VERIFIED TO MEET FHWA BUY AMERICA REQUIREMENT. QUEUE CUTTER SIGNAL UPGRADE CIRCUITRY AT MAGNOLIA AVE. IN RIVERSIDE, CA. CALIFORNIA DIV.,SAN BERNARDINO SUBDIV., L/S 7602, M.P. 20,25, DOT # 026517B. SEO# 47387

MONTHLY POWER UTILITY COST CENTER: 61692

THE MATERIAL LIST BELOW REFLECTS TYPICAL REPRESENTATIVE PACKAGES USED FOR ESTIMATING PURPOSES ONLY.
THEY CAN BE EXPECTED TO CHANGE AFTER THE ENGINEERING PROCESS, DETAILED AND ACCURATE MATERIAL LISTS WILL BE FURNISHED WHEN ENGINEERING IS COMPLETED.

CONTINUING CONTRACTS HAVE BEEN ESTABLISHED FOR PORTIONS OF SIGNAL WORK ON THE BNSF RAILROAD. THIS ESTIMATE IS GOOD FOR 90 DAYS. THEREAFTER THE ESTIMATE IS SUBJECT TO CHANGE IN COST FOR LABOR, MATERIAL, AND OVERHEAD.

THE COUNTY OF RIVERSIDE, CA, IS FUNDING THIS PROJECT APPROXIMATELY 100%

MAINTAIN PROPRIETARY CONFIDENTIALITY

REVISED TO NEW PRICING LIST 03/01/05 (THERE WAS NO APPROVED MATERIAL LIST AT THIS TIME.)

DESCRIPTION	QUANTITY U/M	COST	TOTAL \$
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LABOR			

SIGNAL FIELD LABOR - CAP	896.0 MH	28,149	
PAYROLL ASSOCIATED COSTS		17,032	
DA OVERHEADS		27,121	
EQUIPMENT EXPENSES		9,308	
INSURANCE EXPENSES	·	4,430	
TOTAL LABOR COST		86,040	86,040

MATERIAL			

BATTERY	10 LS N	5,482	
CABLE	1.0 LS N	3,800	
CHARGERS	1.0 LS N	1,020	
CHARGERS,EAST BIKE LANE	1.0 LS N	1,020	
CHARGERS,WEST BIKE LANE	1.0 LS N	1,020	
CONDUIT, PVC 4", SCH 80	20 0 FT N	70	
CONVERTER, 10-10	8.0 EA N	1,584	
CPU, 80214 MCKINLEY ST	40 EA N	9,008	
FIELD MATERIAL	1.0 LS N	2,500	
GENERATOR, ACG-3	4.0 EA N	1,332	
HAWK 48 DIM	1.0 EA N	1,360	
IPI, BIKE PATHS	4.0 EA N	10,000	
LED LIGHT ADJUSTMENT	24.0 EA N	24,480	
LIGHT OUT DETECTOR	20 LS N	1,892	
MODULE, VIO 44R	1.0 EA N	1,907	
PRE-EMPT RELAYS	20 EA N	4,990	
RECORDER	1.0 EA N	3,748	
RELAY, CONTROL	6.0 EA N	3,000	
RELAY, EAST BIKE LANE	4.0 EA N	2,000	
RELAY, FLASHERS	40 EA N	2,000	
RELAY, WEST BIKE LANE	4.0 EA N	2,000	
SHUNT, NBS	2.0 EA N	1,890	
USE TAX		7,404	
OFFLINE TRANSPORTATION	-	1,073	
TOTAL MATERIAL COST		94,580	94,580

OTHER *******			
DIRECTIONAL BORE	1.0 LS N	7,000	

FILL DIRT	10,0 CY N	250	
SURFACE ROCK	10,0 CY N	250	
TOTAL OTHER ITEMS COST		7,500	7,500
PROJECT SUBTOTAL			188,120
CONTINGENCIES			18,812
BILL PREPARATION FEE		-	2,070
GROSS PROJECT COST			209,002
LESS COST PAID BY BNSF			0
TOTAL BILLABLE COST			209,002

EXHIBIT D

BUCHANAN STREET GRADE CROSSING TRACK IMPROVEMENT COST ESTIMATE BY BNSF

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

BNSF RAILWAY COMPANY FHPM ESTIMATE FOR CITY OF RIVERSIDE

LOCATION RIVERSIDE DETAILS OF ESTIMATE PLAN ITEM: 000213875 VERSION: 1

PURPOSE, JUSTIFICATION AND DESCRIPTION

ESTIMATE REVIEWED AND VERIFIED TO MEET FHWA BUY AMERICA REQUIREMENT. QUIT ZONE UPGRADE CIRCUITRY AT MAGNOLIA AVE. IN RIVERSIDE, CA. CALIFORNIA DIV., SAN BERNARDINO SUBDIV., L/S 7602, M.P. 20.25, DOT # 026517B. SEO# 47387

MONTHLY POWER UTILITY COST CENTER: 61692

THE MATERIAL LIST BELOW REFLECTS TYPICAL REPRESENTATIVE PACKAGES USED FOR ESTIMATING PURPOSES ONLY THEY CAN BE EXPECTED TO CHANGE AFTER THE ENGINEERING PROCESS, DETAILED AND ACCURATE MATERIAL LISTS WILL BE FURNISHED WHEN ENGINEERING IS COMPLETED.

CONTINUING CONTRACTS HAVE BEEN ESTABLISHED FOR PORTIONS OF SIGNAL WORK ON THE BNSF RAILROAD. THIS ESTIMATE IS GOOD FOR 90 DAYS. THEREAFTER THE ESTIMATE IS SUBJECT TO CHANGE IN COST FOR LABOR, MATERIAL, AND OVERHEAD.

THE CITY OF RIVERSIDE, CA. IS FUNDING THIS PROJECT APPROXIMATELY 100%

MAINTAIN PROPRIETARY CONFIDENTIALITY

REVISED TO NEW PRICING LIST 03/01/05 (THERE WAS NO APPROVED MATERIAL LIST AT THIS TIME.)

DESCRIPTION	QUANTITY U/M	COST	TOTAL \$

LABOR			

SIGNAL FIELD LABOR - CAP	392.0 MH	12,315	
PAYROLL ASSOCIATED COSTS		7,451	
DA OVERHEADS		11,865	
EQUIPMENT EXPENSES		4,072	
INSURANCE EXPENSES	· ·	1,938	
TOTAL LABOR COST		37,641	37,641

MATERIAL **********			
BATTERY	1.0 LS N	9,197	
CABLE, TRACK WIRE	1000.0 FT N	1,430	
CONSTANT WARNING	2.0 EA N	57,056	
MODULE, VIO 44R	1.0 EA N	1,907	
RELAY, DAX	2.0 EA N	1,000	
SHUNT, NBS	40 EA N	3,780	
USE TAX		6,401	
OFFLINE TRANSPORTATION		934	
TOTAL MATERIAL COST		81,705	81,705

OTHER ********			
DIRECTIONAL BORE	1.0 LS N	4,000	
TOTAL OTHER ITEMS COST		4,000	4,000
PROJECT SUBTOTAL			123,346
CONTINGENCIES			12,334
BILL PREPARATION FEE		-	1,357
GROSS PROJECT COST			137,037
LESS COST PAID BY BNSF			0
TOTAL BILLABLE COST			137,037

EXHIBIT E

AGENCY SHARE OF THE BNSF TRACK IMPROVEMENTS COST

IMPROVEMENTS	TOTAL	CITY	COUNTY
Queue Cutter Traffic Signal	\$ 150,000	\$ 0	\$ 150,000
Magnolia Ave Grade Crossing	\$ 209,002	\$ 104,501	\$ 104,501
Buchanan St Grade Crossing	\$ 137,037	\$ 137,037	\$ 0
Total	\$ 496,039	\$ 241,538	\$ 254,501