

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Public Works Man

BOARD AGENDA # *C-3

Urgent Routine

AGENDA DATE October 21, 2008

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of Service Contracts with the California Department of Transportation, Under the Federal Grade Improvement Program (Section 130), for the Merced Corridor Phase IV; Burlington Northern Santa Fe Railroad Crossings and the Mariposa Road Grade Crossing

STAFF RECOMMENDATIONS:

1. Authorize the Director of Public Works to execute Service Contracts with the California Department of Transportation (Caltrans) and sign all necessary documents.
2. Upon project completion, authorize the Director of Public Works to accept the completed improvements and perform all necessary closeout activities.
3. Direct the Auditor-Controller to make the necessary budget adjustments per the financial transaction sheet.

FISCAL IMPACT:

The total estimated cost for these projects is \$572,567 (Merced Corridor - \$280,940 and Mariposa Road - \$291,627). These projects are funded 100% by Federal funds provided under the Section 130 Grade Improvement Program. There will be no impact to the Stanislaus County General Fund.

BOARD ACTION AS FOLLOWS:

No. 2008-725

On motion of Supervisor Grover, Seconded by Supervisor Monteith
and approved by the following vote,

Ayes: Supervisors: O'Brien, Grover, Monteith, and Vice-Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: Mayfield

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

ATTEST: Elizabeth A. King
ELIZABETH A. KING, Assistant Clerk

File No.

Approval of Service Contracts with the California Department of Transportation, Under the Federal Grade Improvement Program (Section 130), for the Merced Corridor Phase IV; Burlington Northern Santa Fe Railroad Crossings and the Mariposa Road Grade Crossing

DISCUSSION:

These Service Contracts are for the purpose of eliminating hazards at Railroad-Highway intersections (crossings) with Federal funds provided through Caltrans under Section 130, Title 23 USC.

These project improvements are a cooperative effort between Caltrans, the California Public Utilities Commission (CPUC), the Burlington Northern Santa Fe Railway (BNSF Railway), and the County. The CPUC, in conjunction with Stanislaus County and BNSF, evaluated the railroad/highway intersections and determined what improvements were needed. The County and BNSF Railway are responsible for building and maintaining these improvements mandated by the CPUC.

The following railroad crossings that are included under these two Service Contracts are:

1. Barnhart Road at Santa Fe Avenue
Reconstruct southbound approach between Santa Fe Avenue and railroad tracks. Install appropriate advanced railroad signing, striping, and pavement markings.
2. Zeering Road at Santa Fe Avenue
Place 150 feet of asphalt concrete overlay and install 200 feet of asphalt concrete walkway. Install appropriate advanced railroad signing, striping, and pavement markings.
3. Main Street at Santa Fe Avenue
Place 120 feet of asphalt concrete overlay, install 50 feet of median, and place asphalt concrete overlay on each side of tracks to Santa Fe Avenue. Add additional 150 feet of asphalt concrete walkway. Install appropriate advanced railroad signing, striping, and pavement markings.
4. Monte Vista Avenue at Santa Fe Avenue
Install 50 feet of median and appropriate advanced railroad signing, striping, and pavement markings.
5. Vincent Avenue at Santa Fe Avenue
Reconstruct southbound approach between Santa Fe Avenue and railroad tracks. Install 500 feet of asphalt overlay on Vincent Avenue and appropriate advanced railroad signing, striping, and pavement markings.
6. East Avenue at Santa Fe Avenue
Add additional 200 feet of asphalt concrete shoulder. Install 100 feet of median and appropriate advanced railroad signing, striping, and pavement markings.

Approval of Service Contracts with the California Department of Transportation, Under the Federal Grade Improvement Program (Section 130), for the Merced Corridor Phase IV; Burlington Northern Santa Fe Railroad Crossings and the Mariposa Road Grade Crossing

7. Mariposa Road at Yosemite Avenue (State Highway 132)

Install two 8-inch raised concrete medians nine feet in width and pavement widening with a 55 foot radius return on the northwest quadrant. Relocation of Modesto Irrigation District (MID) power pole on the southeast side of the railroad tracks, traffic signal loops, and electrical pull boxes. Install one 2007 traffic signal controller and appropriate advanced railroad signing, striping, and pavement markings.

POLICY ISSUES:

The Board should consider if the recommended actions are consistent with its priorities of providing a safe community, a healthy community and a well-planned infrastructure system.

STAFFING IMPACT:

There is no staffing impact associated with this item.

BC:sr

L:\bill cardoza\railroadcrossingimprovements\bnsfboarditem08

AUDITOR-CONTROLLER BUDGET JOURNAL



Balance Type	Budget				
Category	Budget - Upload				
Source					
Currency	USD				
Budget Name	LEGAL BUDGET				
Batch Name				BO#	
Journal Name					
Journal description	Transfer budget to Merced Corridor and Mariposa Road Projects				
Period	JUL-08 to JUN-09				
Organization	Stanislaus Budget Org				

Line	Coding Structure						Debit		Credit		Description
	Fund 4	Org 7	Account 5	G/L Proj 7	Loc 6	Misc 6	incr appropriations decr est revenue	decr appropriations incr est revenue			
1	1102	40310	27600	0	0	0.0	572,567.00				
2	1102	40310	27600	9243	0	0.0		280,940.00			
3	1102	40310	27600	9244	0	0.0		291,627.00			
4	1102	40310	63280	9243	0	0.0	280,940.00				
5	1102	40310	63280	9244	0	0.0	291,627.00				
6	1102	40310	63280	0	0	0.0		572,567.00			
7						.0					
8						.0					
9						.0					
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19						.0					
20						.0					
21						.0					
22						.0					
23						.0					
24						.0					
25						.0					
Totals							1,145,134.00	1,145,134.00			

Transfer budget to Merced Corridor and Mariposa Road Projects

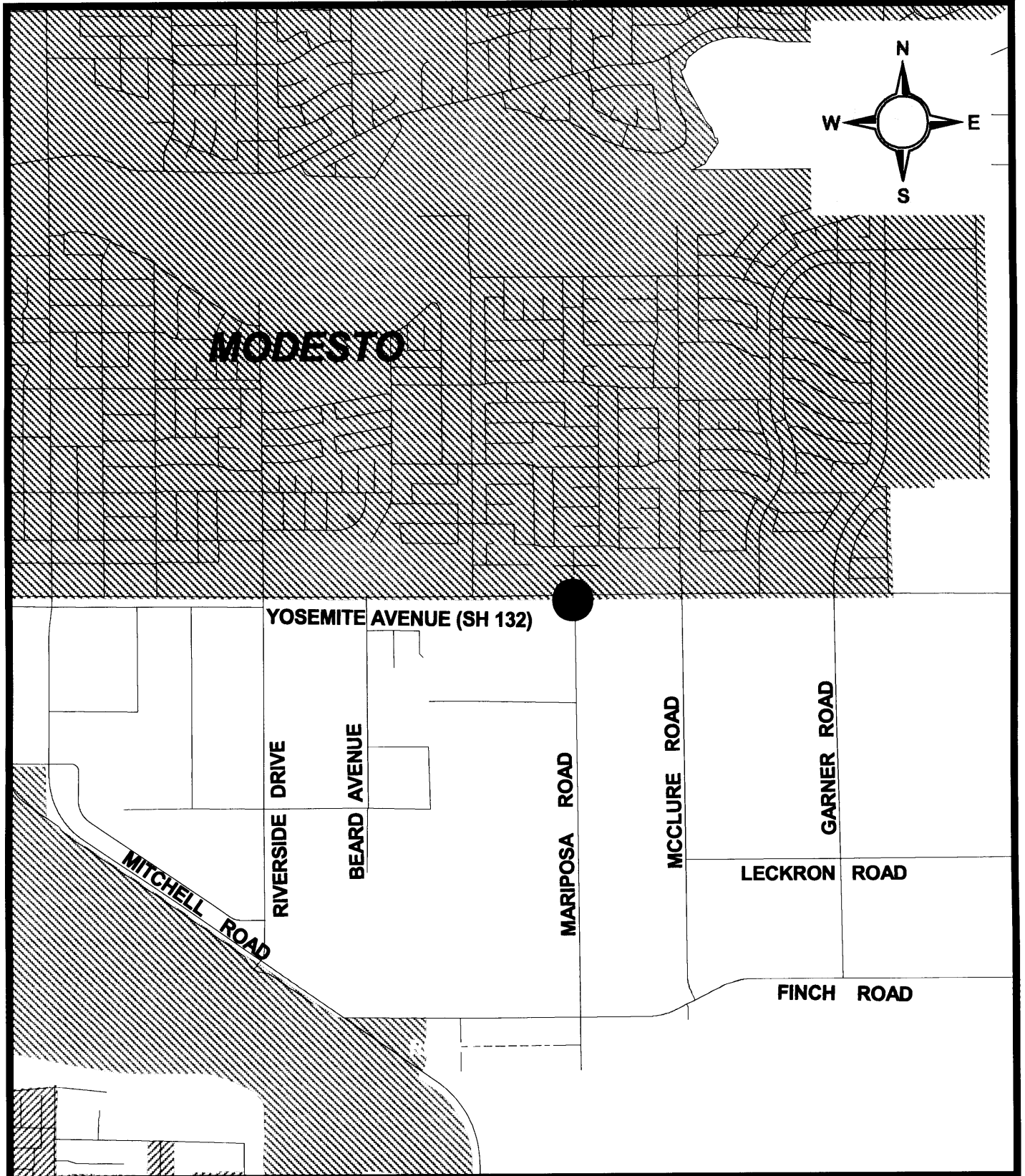
Requesting Department	Auditors Office Only
Sharon Andrews	
Signature	Prepared By
9/30/08	Admin Approval (\$75K+)
Date	9/30/08
	Date

Contact Person & Phone Number

**Stanislaus County Department of Public Works
Section 130 Grade Improvement Program
Mariposa Road at Yosemite Avenue (SH132)**

Project Location Map

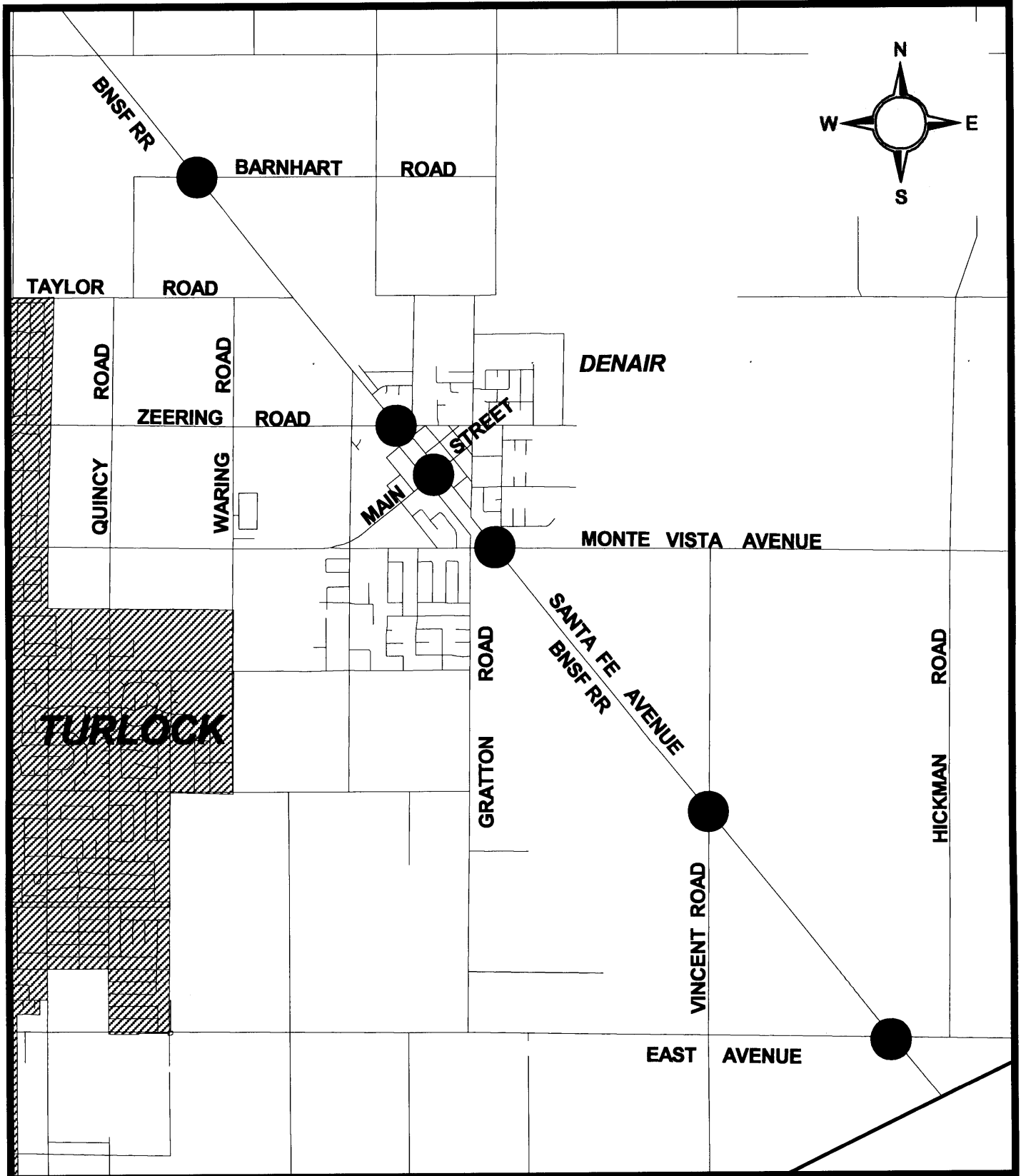
Not To Scale



**Stanislaus County Department of Public Works
Section 130 Grade Improvement Program
Merced Corridor Phase IV**

Project Location Map

Not To Scale



1. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that might occur if the contract were executed after appropriations are actually made.
2. This contract is valid and enforceable only if sufficient funds are made available to **Department** by the United States Government or the California State Legislature for the purpose of this program. In addition, this contract is subject to any additional restrictions, limitations, conditions or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this contract in any manner. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction of funds.
3. This service contract is for the elimination of hazards at Railroad-Highway intersections (crossings) with funds provided to **Department** under Section 130, Title 23 USC. Said elimination of hazards is a cooperative effort between **Department**, **Local Agency** the California Public Utilities Commission (hereinafter referred to as **CPUC**) and **Railroad**. The **CPUC** has evaluated the railroad highway intersection and determined what improvements are necessary, the **Department** acts as a conduit for the federal funds to the **Local Agency** and the **Railroad** and the **Local Agency** and **Railroad** are responsible for building and maintaining the improvements mandated by the **CPUC**.
4. The total actual allowable costs reimbursable by **Department** under this Service Contract, shall not exceed \$ 280,940.
5. The **Local Agency** will not proceed with any work on the **Project**, nor be required to purchase any materials, until authorized in writing by **Department**. Such authorization (hereinafter referred to as **Notice to Proceed**) shall not be issued by **Department** until sufficient State or Federal funds have been obligated for the project. State and Federal maximum liability pursuant to this contract is limited to the amount set forth in this contract.
6. The **Local Agency** agrees to perform the **Project** work and to provide and furnish all necessary labor, materials, tools, and equipment required therefore, and to prosecute **Project** diligently to completion. **Department** and **Local Agency** agree that the **Project** work as provided herein is pursuant to Federal rules and regulations and not State law. The **Department** is acting as a conduit for disbursement of Federal Surface Transportation Program funds for hazard elimination at railroad intersections on city streets, county roads and State Highways.
7. Any person, company or corporation who performs work authorized under terms of this contact must have a valid California contractor's license. All authorized work performed by employees of **Local Agency** and any **CPUC** regulated public utility, City, County or Public Service District is not subject to the above contractor's license requirement
8. **Local Agency** must coordinate **Project** work with the railroad that owns or operates the tracks where the intersection is located.



9. **Local Agency** will secure all legally required and necessary permits and approvals before commencing **Project** construction.

10. Where **Project** work is in conjunction with work done by **Railroad**, **Railroad** will construct railroad track and signal work to its own standard specifications, **Local Agency** will not perform any work on the **Railroad** tracks or within railroad right of way without securing written permission from the railroad. **Project** work done within twenty-five feet of the centerline of the **Railroad**'s nearest track may require a **Railroad** employee to protect the workers of **Local Agency** or its contractors. This provision is pursuant to Federal Law and must be clearly agreed to in writing between **Local Agency** and **Railroad** before commencement of **Project** work at the railroad-highway intersection. A copy of this agreement between **Railroad** and **Local Agency** shall be provided to **Department** by **Local Agency** as soon as it is executed.

11. The **Department** will reimburse the **Local Agency** on the basis of actual cost, not to exceed the **Project** cost herein. Any cost of the work determined by the **Department** to be not reimbursable, shall be borne by **Local Agency**. Indirect overhead charges will not be allowed unless **Local Agency** has an Indirect Cost Rate Proposal approved by **Department's** Audits and Investigations.

12. Any warning devices medians, signs, pavement markings, structures or other improvements, which may be installed in conjunction with **Project**, shall be located as agreed upon between **Railroad** and the California Public Utilities Commission and as approved by the Federal Highway Administration (FHWA). Such locations are indicated in Exhibit A hereto.

13. Guidance, regulatory, warning and temporary traffic control signs, curb and pavement, or other markings and traffic signals installed or placed on any project constructed with federal funds shall conform to the Manual of Uniform Traffic Control Devices (MUTCD) and its California Supplement (CAMUTCD). Deviations from the Mandatory Standards for signs, markings, and traffic signals as defined and shown in the MUTCD and CAMUTCD are not permitted.

14. **Local Agency** accounting and invoice procedures shall conform to the requirements set forth in the California State Department of Transportation's Local Assistance Procedures Manual - Chapter 5 Accounting/Invoices. Invoices submitted by the **Local Agency** shall be prepared as described in Exhibit 5-A of the Local Assistance Procedures Manual titled "Sample Federal-Aid Invoice (Except for STIP Projects)". Where the Local Assistance Procedures Manual provides that correspondence and/or invoices, are to be sent to the District Director or to the District Local Assistance Engineer, the **Local Agency** will instead send such correspondence and/or invoices to the: California Department of Transportation, Division of Rail, P.O. Box 942874, MS 74 Sacramento, California 94274 if by U.S. Mail. If by courier, then address invoice to: California Department of Transportation, Division of Rail, 1415 11th Street, MS 74, Sacramento, CA 95814.

15. Not more frequently than once a month, but at least quarterly, **Local Agency** will prepare and submit to **Department** invoices for actual allowable costs incurred consistent with the **Exhibit A** hereto. **Department** will review the invoice for compliance with this contract. Provided contract terms are complied with, payment will be made by **Department** to **Local Agency** within forty-five (45) days of the date of receipt of an invoice by **Department**. Invoices which are determined not be



in compliance will be returned to **Local Agency** for correction of deficiencies, after which Local Agency will resubmit the invoice to **Department** as prescribed above.

16. The **Local Agency**, upon completion of the **Project** work, will provide to **Department** a written declaration/notification that the **Project** has been final billed and ready to be closed. This declaration shall be based upon actual allowable **Project** cost, **Project** Scope and **Project** cost limits set forth herein. Upon receipt of this declaration, **Department** will pay all outstanding allowable invoiced **Project** costs. If upon final accounting, it is determined that the **Department** previously paid more than its share of said project, **Local Agency** shall refund the difference between the **Department's** share and the amount paid by **Department**. All records of the **Local Agency**, its contractors and subcontractors are subject to audit by representatives of the **Department** and Federal Highway Administration. Such records will be retained and made immediately available for inspection by **Department's** Auditors for a period of three years from **Department's** date of final payment of aforementioned final invoice.

17. All work to be done hereunder by **Local Agency** shall be done only by its employees on a force account basis, or by contractors, the cost thereof to be paid to **Local Agency** by **Department** in the manner hereinafter set forth.

18. **Local Agency** agrees that the 48 CFR, Chapter 1 Part 31 et seq., Contract Cost Principles and Procedures, Federal Acquisition Regulations System, shall be used to determine the allowable individual items of indirect cost. **Local Agency** agrees to comply with the applicable Federal procedures in accordance with Office of Management and Budget Circular A-87, Cost Principles for State and Local Governments and CFR 49, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments.

19. All applicable portions of 23 CFR Part 140, Subpart 1 are by reference incorporated herein and made a part hereof.

20. An itemized estimate of the cost of the work to be performed by **Local Agency** is attached hereto as a part of **Exhibit A** and made a part hereof.

21. **Department** agrees to reimburse **Local Agency** for qualified insurance expenses as authorized by 23 CFR 646 et seq., and as set forth in cost estimates attached hereto.

22. The **Local Agency** has 180 days after the expiration date of this contract to submit the final invoice to **Department** for verification and payment.

23. In cooperation with the **Railroad**, the **Local Agency** shall maintain the **Project** improvements made under this contract located in its right of way.

24. Subject to the availability of labor and material, it is the intent of the parties hereto that all construction work under this service contract shall be completed within one year after the **Notice to Proceed** is issued by the **Department**, unless a time extension is requested by **Local Agency** and approved in writing by the **Department**. This Contract is effective for a period of two years only to prevent difficulties, which may arise if the Contract expired prior to all performance

requirements being satisfied. Time is of the essence for completion of **Project** funded by this Contract.

25. **AMENDMENT:** No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in this Contract is binding on any of the parties.

26. **ASSIGNMENT:** This Contract is not assignable, in whole or in part, without the consent of the Department in the form of a formal written amendment.

27. **AUDIT:** **Local Agency** agrees that the **Department** or its designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Contract. **Local Agency** agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. **Local Agency** agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, **Local Agency** agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

28. **INDEMNIFICATION:** **Local Agency** agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be killed injured or damaged except to the extent that such death injury or damage results from the sole or active negligence of **Department**.

29. **DISPUTES:** **Local Agency** shall continue with the responsibilities under this Contract during any dispute.

30. **TERMINATION FOR CAUSE:** The **Department** may terminate this Contract and be relieved of any payments should the **Local Agency** fail to perform the requirements of this Contract at the time and in the manner herein provided. In the event of such termination the **Department** may proceed with the work in any manner deemed proper by the **Department**. All costs to the **Department** shall be deducted from any sum due the **Local Agency** under this Contract and the balance, if any, shall be paid to the **Local Agency** upon demand.

31. **INDEPENDENT CONTRACTOR:** **Local Agency**, and the agents and employees of **Local Agency**, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the **Department** or State.

32. **NON-DISCRIMINATION CLAUSE:** During the performance of this Contract, **Local Agency** and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and

subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement. **Local Agency** shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

33. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

34. **ANTITRUST CLAIMS:** The **Local Agency** by signing this Contract hereby certifies that if these services or goods are obtained by means of a competitive bid, the **Local Agency** shall comply with the requirements of the Government Code Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
2. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a)

the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

35. CHILD SUPPORT COMPLIANCE ACT: "For any Contract in excess of \$100,000, the **Local Agency** acknowledges in accordance with Public Contract Code 7110, that:

- a. The **Local Agency** recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The **Local Agency**, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

36. UNENFORCEABLE PROVISION: In the event that any provision of this Contract is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Contract have force and effect and shall not be affected thereby.

37. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

This contract will expire on June 30, 2010. Expiration of this Contract does not release any party hereto from any ongoing performance requirements agreed to herein.

Exhibit A
Fed Xing ID: Various
CPUC ID: Various
Scope of Work

Street Name: Various – Phase IV of the Merced Corridor Project
County: Stanislaus
City: Unincorporated
Railroad: BNSF
Contractor: County of Stanislaus
Fed ID: Various

All improvements shall be in accordance with CAMUTOD and Stanislaus County standards.

- **Current Crossing description:**
 - 1 main track
 - #6's and #2's at the six crossings that make up this phase of the Merced Corridor project.
- **Recommendations for the 6 crossings are as follows:**
- **Barnhart Road (DOT #028728E)**
 - Reconstruct SE approach between Santa Fe Avenue and tracks
 - install AC overlay approaching easterly to tracks
 - install W10-2, W10-5, R8-8, W10-11A signs and relocate W10-1 sign
 - install Thermoplast center line striping and pavement markings
- **Zeering Road (DOT #028726R)**
 - install AC overlay and widening, approximately 150 L.F.
 - install approximately 10 feet of AC Dike in SW quadrant in front of warning device
 - install approx. 200 L.F. of 5 ft. wide asphalt pedestrian pathway from the tracks easterly to Santa Fe Avenue and from the tracks westerly to Merced Avenue
 - install truncated cone caps on all pedestrian pathway approaches
 - install W10-2, W48, R8-8, W10-11A signs and relocate the W10-1 signs
 - install Thermoplast center line striping and pavement markings
- **Main Street (DOT #028725J)**
 - install 50 L.F. median and delineators on west approach of Main Street
 - install approx. 10 L.F. of AC Dike in the NE and SW quadrants in front of warning devices
 - AC overlay on east side of tracks to Santa Fe Avenue, approx. 100 L.F.
 - install truncated cone caps on all pedestrian pathway approaches
 - improve and repair the AC pedestrian pathway in NW quadrant
 - Extend a 5 ft. wide AC pedestrian pathway from the NE quadrant of the RR Crossing on Main Street to the NW quadrant of Santa Fe Avenue, approx. 100 L.F.
 - install W48, R8-8 signs and relocate W10-1 signs.
 - install Thermoplast center line striping and pavement markings
- **Monte Vista Avenue (DOT #028724C)**
 - install 50 L.F. median and delineators on east approach of Monte Vista Avenue
 - install W10-2, R8-8, W10-11A signs and relocate W10-1 sign
 - install 10 L.F. of AC Dike on SW quadrant in front of warning device
 - install Thermoplast center line striping and pavement markings
- **Vincent Road (DOT #028721G)**
 - Reconstruct the southbound approach between Santa Fe Avenue and tracks
 - Add a AC overlay on Vincent Road to improve road surface, approx. 500 L.F.
 - install W10-2, W10-5, W10-11A signs and relocate the W10-1 sign
 - install 10 L.F. of AC Dike in SW quadrant in front of warning device
 - install Thermoplast center line striping and pavement markings
- **East Avenue (DOT #028719F)**
 - Widen south pavement by 4 feet (200 L.F.) on East Avenue
 - install 100 L.F. median and delineators on east approach of East Avenue
 - install W10-2, R8-8, W10-11A signs and relocate W10-1 sign
 - install Thermoplast center line striping and pavement markings



Exhibit A
Fed Xing ID: **Various**
CPUC ID: **Various**
Cost Estimate

Summary of the detailed cost estimates which are Attachment 1 of Exhibit A.

Barnhart Road	\$ 70,125.00
Zeering Road	\$ 73,315.00
Main Street	\$ 32,164.00
Monte Vista Avenue	\$ 10,621.00
Vincent Avenue	\$ 65,670.00
East Avenue	\$ 29,045.00
TOTAL:	\$280,940.00

Exhibit A
Fed Xing ID: Various
CPUC ID: Various
Drawing

The drawings for each crossing are Attachment 2 of Exhibit A.





BARNHART AT SANTA FE AVENUE RAILROAD IMPROVEMENTS

Engineers Estimate 26-Jun-08

THE FOLLOWING ESTIMATE OF THE QUANTITIES AND COSTS ARE APPROXIMATE ONLY. THE OPINION OF PROBABLE CONSTRUCTION COST IS MADE ON THE BASIS OF EXPERIENCE AND BY COSTS PROVIDED BY THE COUNTY. THE OPINION OF COST IS BASED UPON PRELIMINARY PLANS. BECAUSE WE HAVE NO CONTROL OVER THE COST OF LABOR, MATERIALS, EQUIPMENT, OR ON THE CONTRACTORS METHOD OF DETERMINING PRICES, OVER COMPETITIVE BIDDING, OR MARKET CONDITIONS, WE DO NOT GUARANTEE THAT PROPOSALS, BIDS, OR CONSTRUCTION COSTS WILL NOT VARY FROM THE OPINION OF PROBABLE COSTS AS SHOWN.

ITEM NO.	ITEM	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICES (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1	TRAFFIC SIGNS	9	EA	\$ 350.00	\$ 3,150.00
2	PAVEMENT MARKINGS	400	S.F.	\$ 5.00	\$ 2,000.00
3	THERMOPLASTIC STRIPING (TYPE 21)	600	L.F.	\$ 2.00	\$ 1,200.00
4	ASPHALT CONCRETE (TYPE A)	135	TONS	\$ 400.00	\$ 54,000.00
5	ASPHALT CONCRETE (RADIUS RETURN WIDENING)	8	TONS	\$ 400.00	\$ 3,200.00
6	6" ASPHALT CONCRETE DIKE	10	L.F.	\$ 20.00	\$ 200.00

SUB-TOTAL: \$ 63,750.00

CONTINGENCIES (10%±): \$ 6,375.00

TOTAL CONSTRUCTION COSTS: \$ 70,125.00



ZEERING AT SANTA FE AVENUE RAILROAD IMPROVEMENTS

Engineers Estimate 26-Jun-08

THE FOLLOWING ESTIMATE OF THE QUANTITIES AND COSTS ARE APPROXIMATE ONLY. THE OPINION OF PROBABLE CONSTRUCTION COST IS MADE ON THE BASIS OF EXPERIENCE AND BY COSTS PROVIDED BY THE COUNTY. THE OPINION OF COST IS BASED UPON PRELIMINARY PLANS. BECAUSE WE HAVE NO CONTROL OVER THE COST OF LABOR, MATERIALS, EQUIPMENT, OR ON THE CONTRACTORS METHOD OF DETERMINING PRICES, OVER COMPETITIVE BIDDING, OR MARKET CONDITIONS, WE DO NOT GUARANTEE THAT PROPOSALS, BIDS, OR CONSTRUCTION COSTS WILL NOT VARY FROM THE OPINION OF PROBABLE COSTS AS SHOWN.

ITEM NO.	ITEM	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICES (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1	TRAFFIC SIGNS	6	EA	\$ 350.00	\$ 2,100.00
2	THERMOPLASTIC PAVEMENT MARKINGS	510	S.F.	\$ 5.00	\$ 2,550.00
3	THERMOPLASTIC STRIPING (TYPE 21)	400	L.F.	\$ 2.00	\$ 800.00
4	ASPHALT CONCRETE (TYPE A)	135	TONS	\$ 400.00	\$ 54,000.00
5	6" ASPHALT CONCRETE DIKE	20	L.F.	\$ 20.00	\$ 400.00
6	TRUNCATED DOME PAD	2	EA	\$ 400.00	\$ 800.00
7	5' ASPHALT CONCRETE WALKWAY	15	TONS	\$ 400.00	\$ 6,000.00

SUB-TOTAL: \$ 66,650.00

CONTINGENCIES (10%±): \$ 6,665.00

TOTAL CONSTRUCTION COSTS: \$ 73,315.00



MAIN AT SANTA FE AVENUE RAILROAD IMPROVEMENTS

Engineers Estimate 26-Jun-08

THE FOLLOWING ESTIMATE OF THE QUANTITIES AND COSTS ARE APPROXIMATE ONLY. THE OPINION OF PROBABLE CONSTRUCTION COST IS MADE ON THE BASIS OF EXPERIENCE AND BY COSTS PROVIDED BY THE COUNTY. THE OPINION OF COST IS BASED UPON PRELIMINARY PLANS. BECAUSE WE HAVE NO CONTROL OVER THE COST OF LABOR, MATERIALS, EQUIPMENT, OR ON THE CONTRACTORS METHOD OF DETERMINING PRICES, OVER COMPETITIVE BIDDING, OR MARKET CONDITIONS, WE DO NOT GUARANTEE THAT PROPOSALS, BIDS, OR CONSTRUCTION COSTS WILL NOT VARY FROM THE OPINION OF PROBABLE COSTS AS SHOWN.

ITEM NO.	ITEM	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICES (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1	TRAFFIC SIGNS	4	EA	\$ 350.00	\$ 1,400.00
2	THERMOPLASTIC PAVEMENT MARKINGS	260	S.F.	\$ 5.00	\$ 1,300.00
3	THERMOPLASTIC STRIPING (TYPE 21)	200	L.F.	\$ 2.00	\$ 400.00
4	ASPHALT CONCRETE (TYPE A)	40	TONS	\$ 400.00	\$ 16,000.00
5	6" ASPHALT CONCRETE DIKE	20	L.F.	\$ 20.00	\$ 400.00
6	TRUNCATED DOME PAD	2	EA	\$ 400.00	\$ 800.00
7	TUBULAR DELINEATORS	11	EA	\$ 40.00	\$ 440.00
8	RAISED MEDIAN	50	L.F.	\$ 50.00	\$ 2,500.00
9	5' ASPHALT CONCRETE WALKWAY	15	TONS	\$ 400.00	\$ 6,000.00

SUB-TOTAL: \$ 29,240.00

CONTINGENCIES (10%±): \$ 2,924.00

TOTAL CONSTRUCTION COSTS: \$ 32,164.00



**MONTE VISTA AT SANTA FE AVENUE
RAILROAD IMPROVEMENTS**

**Engineers Estimate
26-Jun-08**

THE FOLLOWING ESTIMATE OF THE QUANTITIES AND COSTS ARE APPROXIMATE ONLY. THE OPINION OF PROBABLE CONSTRUCTION COST IS MADE ON THE BASIS OF EXPERIENCE AND BY COSTS PROVIDED BY THE COUNTY. THE OPINION OF COST IS BASED UPON PRELIMINARY PLANS. BECAUSE WE HAVE NO CONTROL OVER THE COST OF LABOR, MATERIALS, EQUIPMENT, OR ON THE CONTRACTORS METHOD OF DETERMINING PRICES, OVER COMPETITIVE BIDDING, OR MARKET CONDITIONS, WE DO NOT GUARANTEE THAT PROPOSALS, BIDS, OR CONSTRUCTION COSTS WILL NOT VARY FROM THE OPINION OF PROBABLE COSTS AS SHOWN.

ITEM NO.	ITEM	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICES (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1	TRAFFIC SIGNS	6	EA	\$ 350.00	\$ 2,100.00
2	THERMOPLASTIC PAVEMENT MARKINGS	435	S.F.	\$ 5.00	\$ 2,175.00
3	THERMOPLASTIC STRIPING (TYPE 21)	560	L.F.	\$ 4.00	\$ 2,240.00
4	6" ASPHALT CONCRETE DIKE	10	L.F.	\$ 20.00	\$ 200.00
5	TUBULAR DELINEATORS	11	EA	\$ 40.00	\$ 440.00
6	RAISED MEDIAN	50	L.F.	\$ 50.00	\$ 2,500.00
					<u>\$ 9,655.00</u>
					CONTINGENCIES (10%±): <u>\$ 966.00</u>
					TOTAL CONSTRUCTION COSTS: \$ 10,621.00



VINCENT AT SANTA FE AVENUE RAILROAD IMPROVEMENTS

Engineers Estimate 26-Jun-08

THE FOLLOWING ESTIMATE OF THE QUANTITIES AND COSTS ARE APPROXIMATE ONLY. THE OPINION OF PROBABLE CONSTRUCTION COST IS MADE ON THE BASIS OF EXPERIENCE AND BY COSTS PROVIDED BY THE COUNTY. THE OPINION OF COST IS BASED UPON PRELIMINARY PLANS. BECAUSE WE HAVE NO CONTROL OVER THE COST OF LABOR, MATERIALS, EQUIPMENT, OR ON THE CONTRACTORS METHOD OF DETERMINING PRICES, OVER COMPETITIVE BIDDING, OR MARKET CONDITIONS, WE DO NOT GUARANTEE THAT PROPOSALS, BIDS, OR CONSTRUCTION COSTS WILL NOT VARY FROM THE OPINION OF PROBABLE COSTS AS SHOWN.

ITEM NO.	ITEM	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICES (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1	TRAFFIC SIGNS	8	EA	\$ 350.00	\$ 2,800.00
2	THERMOPLASTIC PAVEMENT MARKINGS	340	S.F.	\$ 5.00	\$ 1,700.00
3	THERMOPLASTIC STRIPING (TYPE 21)	500	L.F.	\$ 2.00	\$ 1,000.00
4	ASPHALT CONCRETE (TYPE A)	135	TONS	\$ 400.00	\$ 54,000.00
5	6" ASPHALT CONCRETE DIKE	10	L.F.	\$ 20.00	\$ 200.00

SUB-TOTAL: \$ 59,700.00

CONTINGENCIES (10%±): \$ 5,970.00

TOTAL CONSTRUCTION COSTS: \$ 65,670.00



EAST AT SANTA FE AVENUE RAILROAD IMPROVEMENTS

Engineers Estimate 26-Jun-08

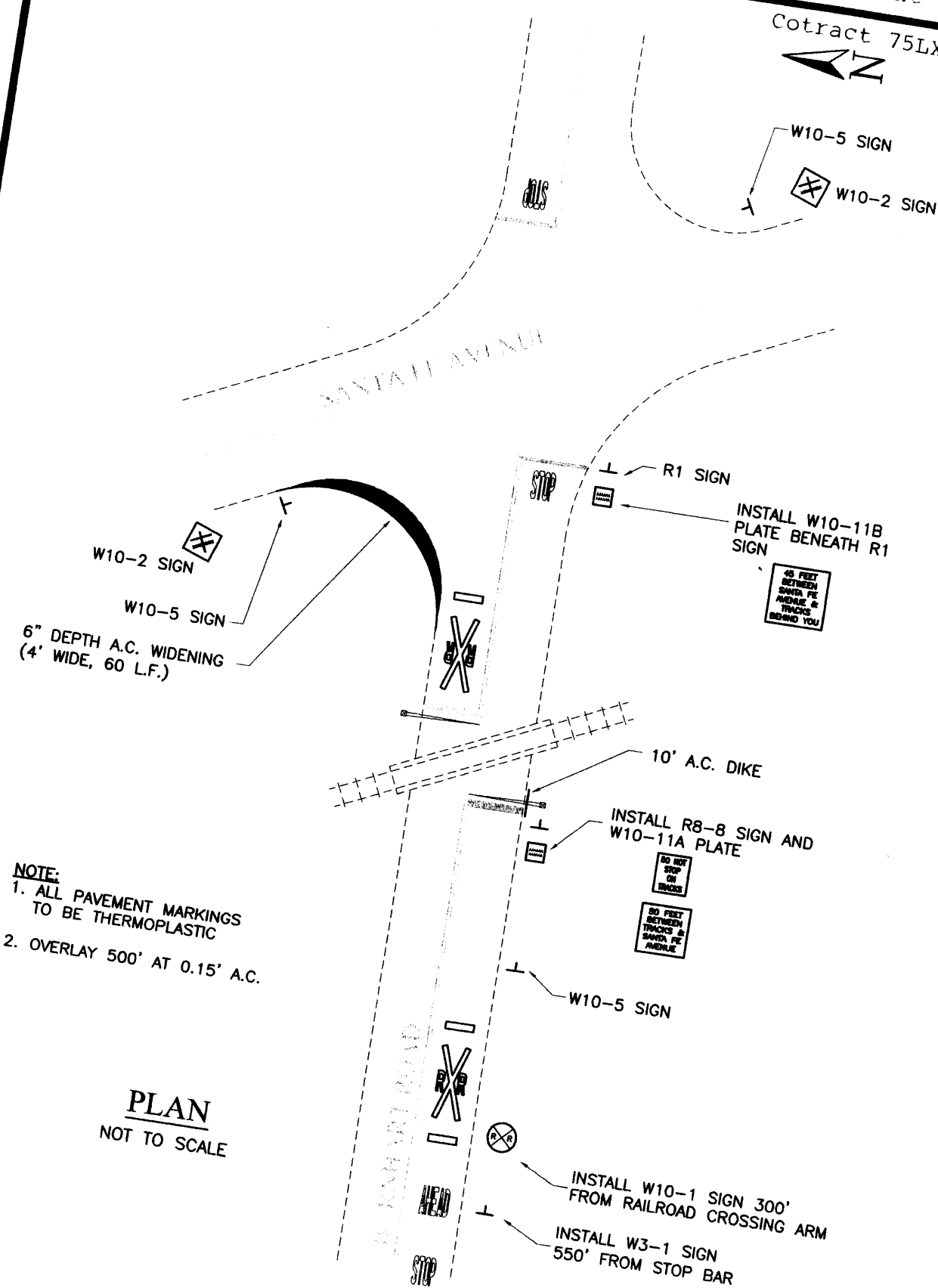
THE FOLLOWING ESTIMATE OF THE QUANTITIES AND COSTS ARE APPROXIMATE ONLY. THE OPINION OF PROBABLE CONSTRUCTION COST IS MADE ON THE BASIS OF EXPERIENCE AND BY COSTS PROVIDED BY THE COUNTY. THE OPINION OF COST IS BASED UPON PRELIMINARY PLANS. BECAUSE WE HAVE NO CONTROL OVER THE COST OF LABOR, MATERIALS, EQUIPMENT, OR ON THE CONTRACTORS METHOD OF DETERMINING PRICES, OVER COMPETITIVE BIDDING, OR MARKET CONDITIONS, WE DO NOT GUARANTEE THAT PROPOSALS, BIDS, OR CONSTRUCTION COSTS WILL NOT VARY FROM THE OPINION OF PROBABLE COSTS AS SHOWN.

ITEM NO.	ITEM	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICES (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1	TRAFFIC SIGNS	6	EA	\$ 350.00	\$ 2,100.00
2	THERMOPLASTIC PAVEMENT MARKINGS	365	S.F.	\$ 5.00	\$ 1,825.00
3	THERMOPLASTIC STRIPING (TYPE 21)	600	L.F.	\$ 2.00	\$ 1,200.00
4	ASPHALT CONCRETE (TYPE A)	30	TONS	\$ 400.00	\$ 12,000.00
5	6" ASPHALT CONCRETE DIKE	10	L.F.	\$ 20.00	\$ 200.00
6	TUBULAR DELINEATORS	22	EA	\$ 40.00	\$ 880.00
7	RAISED MEDIAN	100	L.F.	\$ 50.00	\$ 5,000.00
8	ASPHALT CONCRETE (4' SHOULDER WIDENING)	8	TONS	\$ 400.00	\$ 3,200.00

SUB-TOTAL: \$ 26,405.00

CONTINGENCIES (10%±): \$ 2,640.00

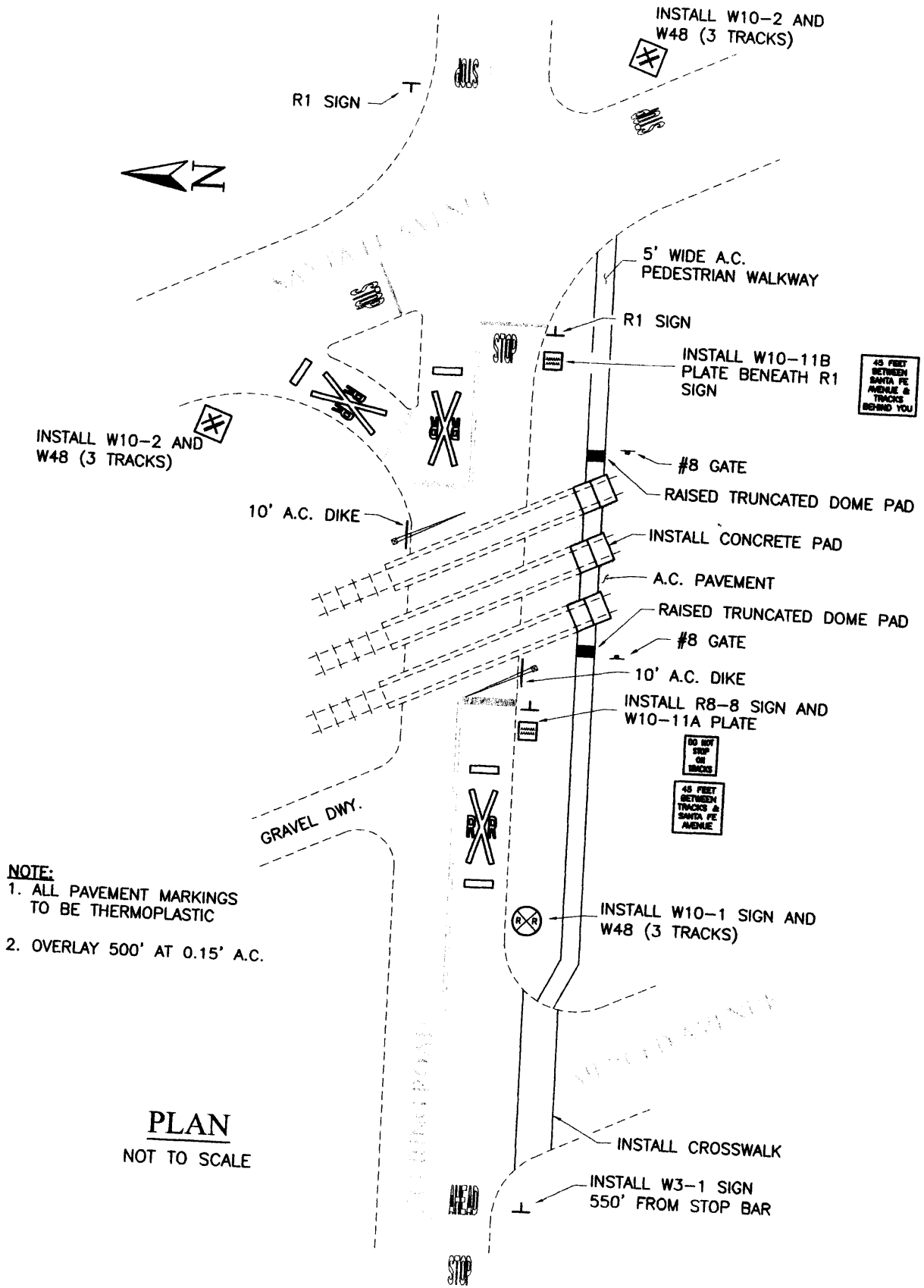
TOTAL CONSTRUCTION COSTS: \$ 29,045.00



- NOTE:**
1. ALL PAVEMENT MARKINGS TO BE THERMOPLASTIC
 2. OVERLAY 500' AT 0.15' A.C.

PLAN
 NOT TO SCALE

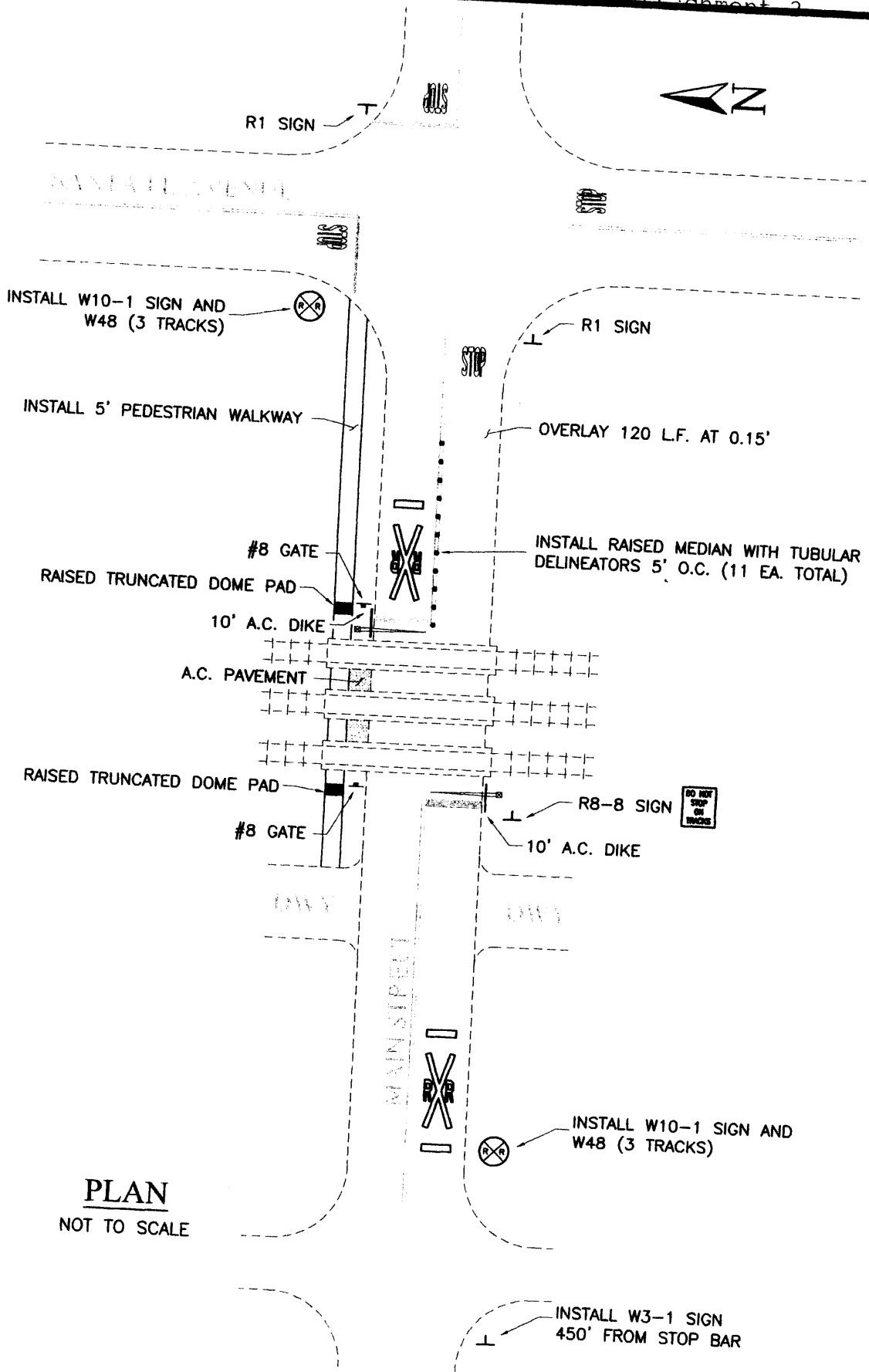
**BARNHART ROAD AT SANTA FE AVENUE
 RAILROAD CROSSING IMPROVEMENTS**



NOTE:
1. ALL PAVEMENT MARKINGS
TO BE THERMOPLASTIC
2. OVERLAY 500' AT 0.15' A.C.

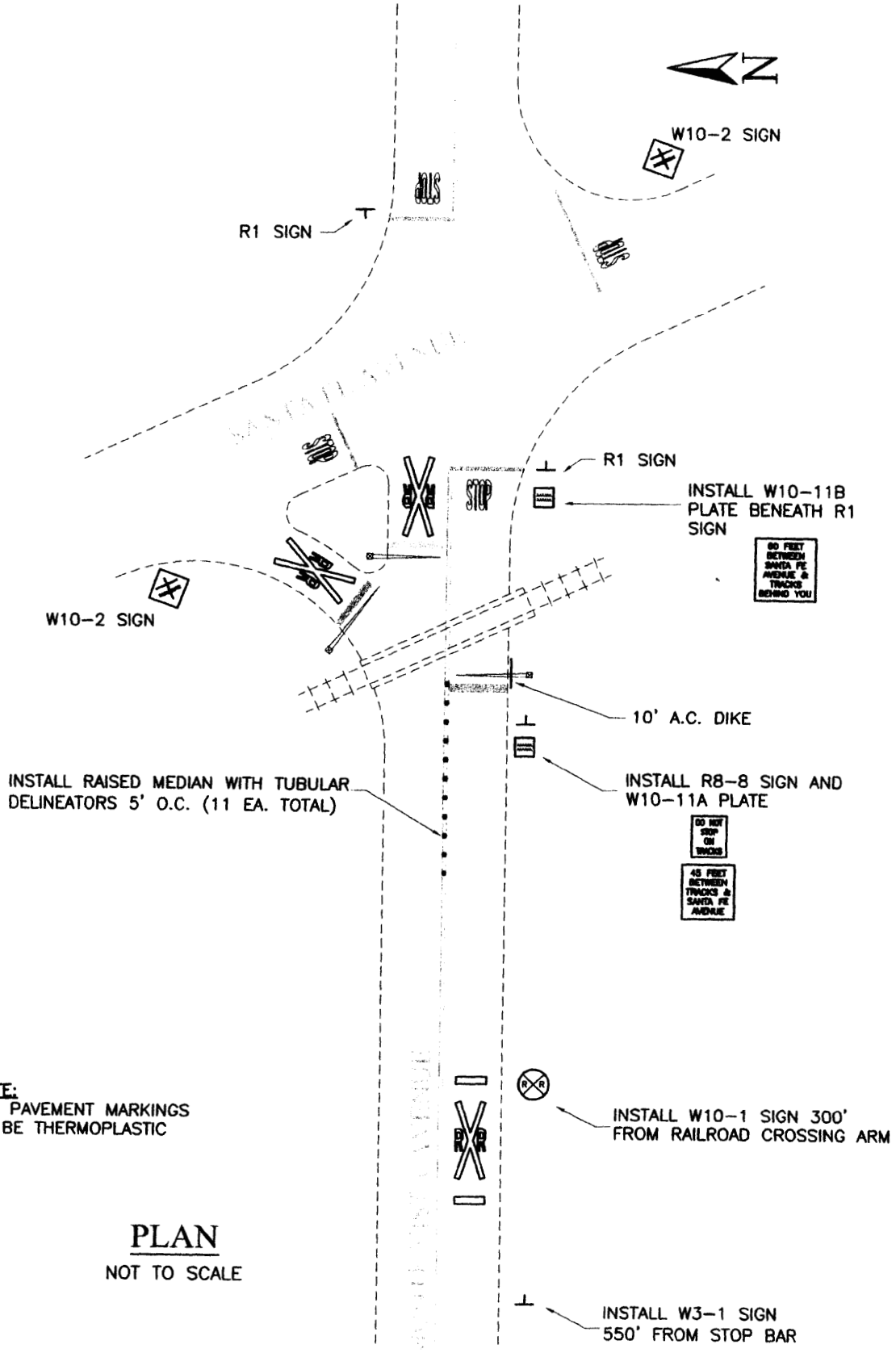
PLAN
NOT TO SCALE

ZEERING ROAD AT SANTA FE AVENUE RAILROAD CROSSING IMPROVEMENTS




PLAN
NOT TO SCALE

MAIN STREET AT SANTA FE AVENUE RAILROAD CROSSING IMPROVEMENTS




MONTE VISTA AVENUE AT SANTA FE AVENUE RAILROAD CROSSING IMPROVEMENTS

W10-2 SIGN 

INSTALL W10-5 SIGN WITH TRUCKS TO USE EAST AVE. SIGN.



INSTALL W10-5 SIGN WITH TRUCKS TO USE MONTE VISTA AVE. SIGN.

 W10-2 SIGN



STOP

R1 SIGN

INSTALL W10-11B PLATE BENEATH R1 SIGN



10' A.C. DIKE

INSTALL R8-8 SIGN AND W10-11A PLATE



NOTE:

- 1. ALL PAVEMENT MARKINGS TO BE THERMOPLASTIC
- 2. OVERLAY 500' AT 0.15' A.C.



INSTALL W10-1 SIGN AND W10-5

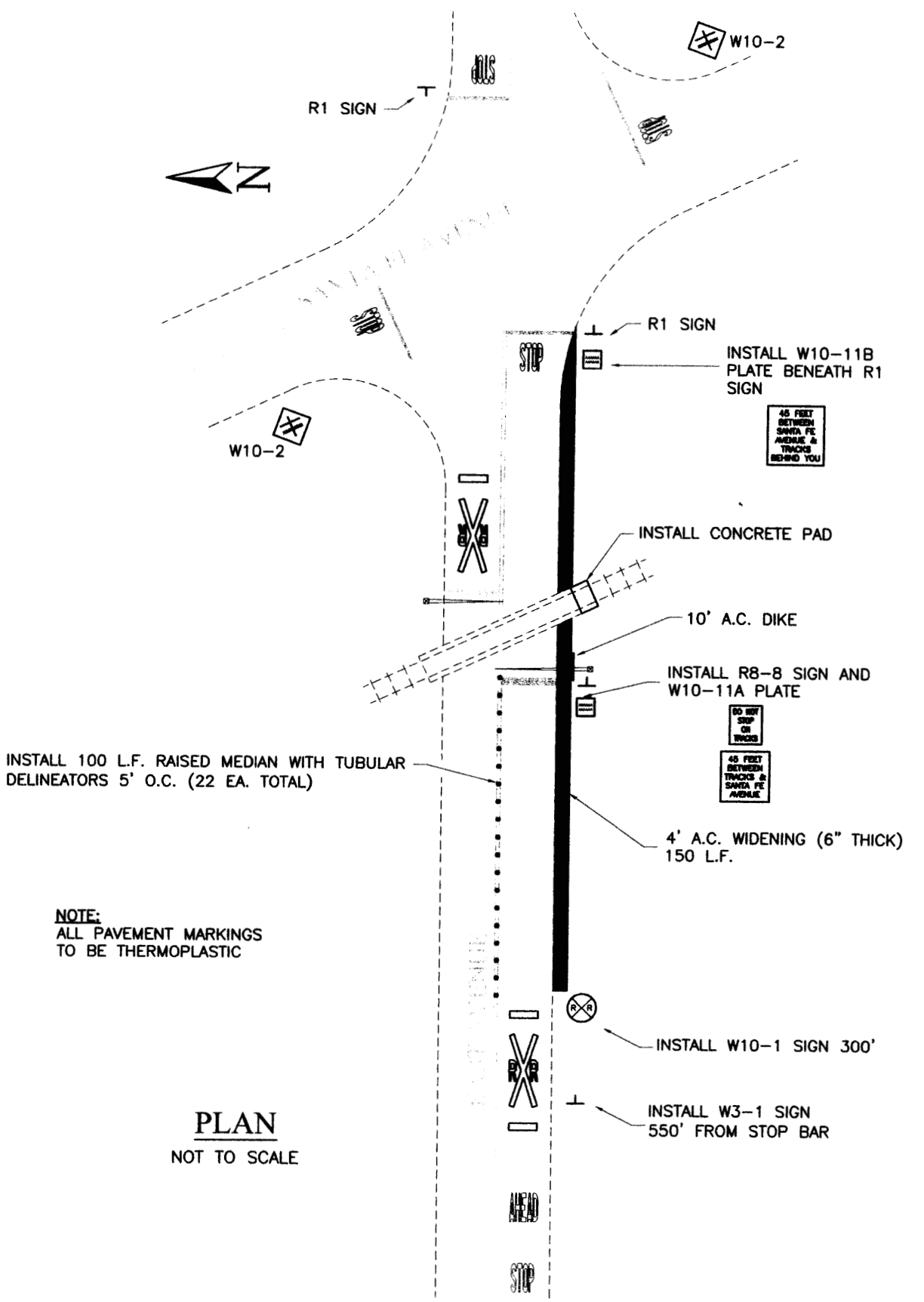
AHEAD

INSTALL W3-1 SIGN 300' FROM STOP BAR

STOP

PLAN
NOT TO SCALE

VINCENT AVENUE AT SANTA FE AVENUE RAILROAD CROSSING IMPROVEMENTS



INSTALL 100 L.F. RAISED MEDIAN WITH TUBULAR DELINEATORS 5' O.C. (22 EA. TOTAL)

NOTE:
ALL PAVEMENT MARKINGS TO BE THERMOPLASTIC

PLAN
NOT TO SCALE

EAST AVENUE AT SANTA FE AVENUE RAILROAD CROSSING IMPROVEMENTS

**STANISLAUS COUNTY PUBLIC WORKS
ENGINEERING DIVISION
1716 MORGAN ROAD
MODESTO, CA 95358**

BOARD OF SUPERVISORS
2009 APR -9 P 2:47

TRANSMITTAL

Date: April 9, 2009
To: Suzi Seibert, Assistant Clerk of the Board
Re: Attachment for October 21, 2008 – Item *C-3
From: Linda Allsop, Morgan Road
209-525-4157

Hi Suzi:

Attachment for October 21, 2008 – Item *C-3

Approval of Service Contracts with the California Department of Transportation, Under the Federal Grade Improvement Program (Section 130), for the Merced Corridor Phase IV; Burlington Northern Santa Fe Railroad Crossings and the Mariposa Road Grade Crossing

DEPARTMENT OF TRANSPORTATION
DIVISION OF RAIL
1120 N STREET
P. O. BOX 942874 – MS 74
SACRAMENTO, CA 94274-0001
PHONE (916) 654-7197
FAX (916) 653-4565
TTY 711



*Flex your power!
Be energy efficient!*

December 9, 2008

Mr. Bill Cardoza
County of Stanislaus
1716 Morgan Road
Modesto, CA 95358

Dear Mr. Cardoza:

Enclosed is your executed Service Contract No. 75LX078 (Contract). The California Department of Transportation's (Caltrans), Division of Rail is pleased to notify you that this is your "Notice to Proceed" pursuant to paragraph 5 of the Contract.

Before construction begins, please remember to provide Caltrans with a copy of the signed agreement between the railroad and the city in compliance with paragraph 10 of the Contract.

When the project scope of work is completed, verify compliance with all other Contract terms. Ensure first that the city has billed and received payment for all charges associated with the Contract; then notify Caltrans. Please follow the procedures in paragraph 16 of the Contract.

If you have any questions, please feel free to call me at (916) 654-7197.

Sincerely,

A handwritten signature in cursive script that reads "Jan Boliver".

JAN BOLIVER
Railroad Crossing Safety Branch

Enclosure

c: Mr. Ken Beard, M&ETC

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Contract No: 75LX078
Sheet 1 of 10
July 1, 2008

Charge		EA		Pre fix	Subjob	Object	Amount	FY	Enc Code	Encumbrance Doc No
Dist	Unit	Dist	Unit							
13	804	13	804		13240788L		6042	\$291,627	FY 07/07	75LX078
Item		Chapter		Statutes		Fiscal Year				
2660-102-890		47		2006		2006-2007				
I hereby certify upon my own personal knowledge that budgeted funds are available for the Period and purpose of the expenditure stated herein										
Signature of Accounting Officer						Date		SERVICE CONTRACT NO: 75LX078 PROJECT NUMBER: STPLR-7500(078)		
						12/3/08		The numbers above are to be placed on all invoices		
LOCAL AGENCY:		County of Stanislaus				SACRAMENTO, CALIFORNIA				
ADDRESS:		1716 Morgan Road				Effective Date of Contract: July 1, 2008				
Phone		209-525-4165				Expiration Date of Contract: June 30, 2010				

The Local Agency (hereinafter referred to as **Local Agency**) hereby agrees to do the work set forth herein for the State of California, Department of Transportation (hereinafter referred to as **Department**) in accordance with all applicable laws including but not limited to, California Streets and Highways Code section 114(b) and California Government Code 14038 and regulations and the provisions of this form including the attached sheets and Exhibit A. The **Local Agency** agrees to receive and accept as full compensation therefore the payment provided herein. **Local Agency** must provide the **Department** with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law has authority to enter into an agreement, authorizing execution of this agreement.

The work is located in the County of Stanislaus, at the grade crossing located at the intersection of Mariposa Road and M&ET (hereinafter referred to as **Railroad**) tracks, CPUC No. 08-3.50, Federal No. 853843K. All work to be completed by **Local Agency** under the terms of this Contract is described in Exhibit A (hereinafter referred to as **Project**).

Total Cost Estimate:	\$233,302
25%:	\$58,325
TOTAL PROJECT COST:	\$291,627.00
Federal Share 100%	\$291,627
TOTAL AMOUNT OF THIS CONTRACT:	\$291,627

It is expressly agreed that all persons engaged on this work are employees of the **Local Agency** and/or contractors hired by the **Local Agency** pursuant to its own policies and procedures and that none are employees of **Department**.

Further, **Department** hereby agrees to the terms as above set forth, and hereby agrees to pay the actual allowable costs incurred up to the limit set forth herein; provided, that by mutual consent of the **Local Agency** and the **Department**, this contract may be modified or terminated at any time.

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

CALIFORNIA DEPARTMENT OF TRANSPORTATION	COUNTY OF STANISLAUS
By	By
Branch Chief	Title Director of Public Works
Approved	Date 10-23-08
Date 12-08-08	

Approved as to Form Department Attorney

APPROVED AS TO FORM:
STANISLAUS COUNTY COUNSEL
BY



1. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that might occur if the contract were executed after appropriations are actually made.
2. This contract is valid and enforceable only if sufficient funds are made available to **Department** by the United States Government or the California State Legislature for the purpose of this program. In addition, this contract is subject to any additional restrictions, limitations, conditions or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this contract in any manner. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction of funds.
3. This service contract is for the elimination of hazards at Railroad-Highway intersections (crossings) with funds provided to **Department** under Section 130, Title 23 USC. Said elimination of hazards is a cooperative effort between **Department**, **Local Agency** the California Public Utilities Commission (hereinafter referred to as **CPUC**) and **Railroad**. The **CPUC** has evaluated the railroad highway intersection and determined what improvements are necessary, the **Department** acts as a conduit for the federal funds to the **Local Agency** and the **Railroad** and the **Local Agency** and **Railroad** are responsible for building and maintaining the improvements mandated by the **CPUC**.
4. The total actual allowable costs reimbursable by **Department** under this Service Contract, shall not exceed \$ 291,627.
5. The **Local Agency** will not proceed with any work on the **Project**, nor be required to purchase any materials, until authorized in writing by **Department**. Such authorization (hereinafter referred to as **Notice to Proceed**) shall not be issued by **Department** until sufficient State or Federal funds have been obligated for the project. State and Federal maximum liability pursuant to this contract is limited to the amount set forth in this contract.
6. The **Local Agency** agrees to perform the **Project** work and to provide and furnish all necessary labor, materials, tools, and equipment required therefore, and to prosecute **Project** diligently to completion. **Department** and **Local Agency** agree that the **Project** work as provided herein is pursuant to Federal rules and regulations and not State law. The Department is acting as a conduit for disbursement of Federal Surface Transportation Program funds for hazard elimination at railroad intersections on city streets, county roads and State Highways.
7. Any person, company or corporation who performs work authorized under terms of this contract must have a valid California contractor's license. All authorized work performed by employees of **Local Agency** and any **CPUC** regulated public utility, City, County or Public Service District is not subject to the above contractor's license requirement
8. **Local Agency** must coordinate **Project** work with the railroad that owns or operates the tracks where the intersection is located.



9. **Local Agency** will secure all legally required and necessary permits and approvals before commencing **Project** construction.

10. Where **Project** work is in conjunction with work done by **Railroad**, **Railroad** will construct railroad track and signal work to its own standard specifications, **Local Agency** will not perform any work on the **Railroad** tracks or within railroad right of way without securing written permission from the railroad. **Project** work done within twenty-five feet of the centerline of the **Railroad**'s nearest track may require a **Railroad** employee to protect the workers of **Local Agency** or its contractors. This provision is pursuant to Federal Law and must be clearly agreed to in writing between **Local Agency** and **Railroad** before commencement of **Project** work at the railroad-highway intersection. A copy of this agreement between **Railroad** and **Local Agency** shall be provided to **Department** by **Local Agency** as soon as it is executed.

11. The **Department** will reimburse the **Local Agency** on the basis of actual cost, not to exceed the **Project** cost herein. Any cost of the work determined by the **Department** to be not reimbursable, shall be borne by **Local Agency**. Indirect overhead charges will not be allowed unless **Local Agency** has an Indirect Cost Rate Proposal approved by **Department's** Audits and Investigations.

12. Any warning devices medians, signs, pavement markings, structures or other improvements, which may be installed in conjunction with **Project**, shall be located as agreed upon between **Railroad** and the California Public Utilities Commission and as approved by the Federal Highway Administration (FHWA). Such locations are indicated in Exhibit A hereto.

13. Guidance, regulatory, warning and temporary traffic control signs, curb and pavement, or other markings and traffic signals installed or placed on any project constructed with federal funds shall conform to the Manual of Uniform Traffic Control Devices (MUTCD) and its California Supplement (CAMUTCD). Deviations from the Mandatory Standards for signs, markings, and traffic signals as defined and shown in the MUTCD and CAMUTCD are not permitted.

14. **Local Agency** accounting and invoice procedures shall conform to the requirements set forth in the California State Department of Transportation's Local Assistance Procedures Manual - Chapter 5 Accounting/Invoices. Invoices submitted by the **Local Agency** shall be prepared as described in Exhibit 5-A of the Local Assistance Procedures Manual titled "Sample Federal-Aid Invoice (Except for STIP Projects)". Where the Local Assistance Procedures Manual provides that correspondence and/or invoices, are to be sent to the District Director or to the District Local Assistance Engineer, the **Local Agency** will instead send such correspondence and/or invoices to the: California Department of Transportation, Division of Rail, P.O. Box 942874, MS 74 Sacramento, California 94274 if by U.S. Mail. If by courier, then address invoice to: California Department of Transportation, Division of Rail, 1415 11th Street, MS 74, Sacramento, CA 95814.

15. Not more frequently than once a month, but at least quarterly, **Local Agency** will prepare and submit to **Department** invoices for actual allowable costs incurred consistent with the **Exhibit A** hereto. **Department** will review the invoice for compliance with this contract. Provided contract terms are complied with, payment will be made by **Department** to **Local Agency** within forty-five (45) days of the date of receipt of an invoice by **Department**. Invoices which are determined not be



in compliance will be returned to **Local Agency** for correction of deficiencies, after which Local Agency will resubmit the invoice to **Department** as prescribed above.

16. The **Local Agency**, upon completion of the **Project** work, will provide to **Department** a written declaration/notification that the **Project** has been final billed and ready to be closed. This declaration shall be based upon actual allowable **Project** cost, **Project** Scope and **Project** cost limits set forth herein. Upon receipt of this declaration, Department will pay all outstanding allowable invoiced **Project** costs. If upon final accounting, it is determined that the **Department** previously paid more than its share of said project, **Local Agency** shall refund the difference between the **Department's** share and the amount paid by **Department**. All records of the **Local Agency**, its contractors and subcontractors are subject to audit by representatives of the **Department** and Federal Highway Administration. Such records will be retained and made immediately available for inspection by **Department's** Auditors for a period of three years from **Department's** date of final payment of aforementioned final invoice.

17. All work to be done hereunder by **Local Agency** shall be done only by its employees on a force account basis, or by contractors, the cost thereof to be paid to **Local Agency** by **Department** in the manner hereinafter set forth.

18. **Local Agency** agrees that the 48 CFR, Chapter 1 Part 31 et seq., Contract Cost Principles and Procedures, Federal Acquisition Regulations System, shall be used to determine the allowable individual items of indirect cost. **Local Agency** agrees to comply with the applicable Federal procedures in accordance with Office of Management and Budget Circular A-87, Cost Principles for State and Local Governments and CFR 49, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments.

19. All applicable portions of 23 CFR Part 140, Subpart 1 are by reference incorporated herein and made a part hereof.

20. An itemized estimate of the cost of the work to be performed by **Local Agency** is attached hereto as a part of **Exhibit A** and made a part hereof.

21. **Department** agrees to reimburse **Local Agency** for qualified insurance expenses as authorized by 23 CFR 646 et seq., and as set forth in cost estimates attached hereto.

22. The **Local Agency** has 180 days after the expiration date of this contract to submit the final invoice to **Department** for verification and payment.

23. In cooperation with the **Railroad**, the **Local Agency** shall maintain the **Project** improvements made under this contract located in its right of way.

24. Subject to the availability of labor and material, it is the intent of the parties hereto that all construction work under this service contract shall be completed within one year after the **Notice to Proceed** is issued by the Department, unless a time extension is requested by **Local Agency** and approved in writing by the **Department**. This Contract is effective for a period of two years only to prevent difficulties, which may arise if the Contract expired prior to all performance



requirements being satisfied. Time is of the essence for completion of **Project** funded by this Contract.

25. **AMENDMENT:** No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in this Contract is binding on any of the parties.

26. **ASSIGNMENT:** This Contract is not assignable, in whole or in part, without the consent of the Department in the form of a formal written amendment.

27. **AUDIT: Local Agency** agrees that the **Department** or its designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Contract. **Local Agency** agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. **Local Agency** agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, **Local Agency** agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

28. **INDEMNIFICATION: Local Agency** agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be killed injured or damaged except to the extent that such death injury or damage results from the sole or active negligence of **Department**.

29. **DISPUTES: Local Agency** shall continue with the responsibilities under this Contract during any dispute.

30. **TERMINATION FOR CAUSE:** The **Department** may terminate this Contract and be relieved of any payments should the **Local Agency** fail to perform the requirements of this Contract at the time and in the manner herein provided. In the event of such termination the **Department** may proceed with the work in any manner deemed proper by the **Department**. All costs to the **Department** shall be deducted from any sum due the **Local Agency** under this Contract and the balance, if any, shall be paid to the **Local Agency** upon demand.

31. **INDEPENDENT CONTRACTOR: Local Agency**, and the agents and employees of **Local Agency**, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the **Department** or State.

32. **NON-DISCRIMINATION CLAUSE:** During the performance of this Contract, **Local Agency** and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and



subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement. **Local Agency** shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

33. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

34. **ANTITRUST CLAIMS:** The **Local Agency** by signing this Contract hereby certifies that if these services or goods are obtained by means of a competitive bid, the **Local Agency** shall comply with the requirements of the Government Code Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
 1. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 2. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a)



the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

35. **CHILD SUPPORT COMPLIANCE ACT:** "For any Contract in excess of \$100,000, the **Local Agency** acknowledges in accordance with Public Contract Code 7110, that:

- a. The **Local Agency** recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The **Local Agency**, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

36. **UNENFORCEABLE PROVISION:** In the event that any provision of this Contract is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Contract have force and effect and shall not be affected thereby.

37. **PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

This contract will expire on June 30, 2010. Expiration of this Contract does not release any party hereto from any ongoing performance requirements agreed to herein.



Exhibit A
Fed Xing ID: 853843K
CPUC ID: 08-3.50
Scope of Work

Street Name: Mariposa Road

County: Stanislaus

City: Unincorporated

Railroad: M&ETC

Contractor: County of Stanislaus

CPUC ID: 08-3.50

Fed ID: 853843K

All improvements shall be in accordance with CAMUTCD and the County of Stanislaus standards.

- **Current Crossing description:**
 - 2 main tracks
 - 1 #8A in NW quadrant
 - 1 #8A in SE quadrant

- **Recommendations:**
 - Install two 8 inch raised concrete medians, 9 feet in width.
 - Install 35 linear feet of 6" A. C. curb.
 - Install pavement widening with a 55-foot radius return on the NW quadrant to accommodate the truck turning movement at the railroad crossing.
 - Relocation of MID power pole on the SE side of railroad tracks. Move power pole approximately 25 feet east of the existing location.
 - Relocate existing type 1A signal pole on the NW side of the railroad tracks to accommodate pavement widening for the truck turn movements.
 - Relocation of traffic signal loops and electrical pull boxes and installation of new loops and boxes, as needed.
 - Install new Thermoplastic pavement markings, striping and signing.
 - Install one 2070 Controller.



Exhibit A
Fed Xing ID: 853843K
CPUC ID: 08-3.50
Cost Estimate

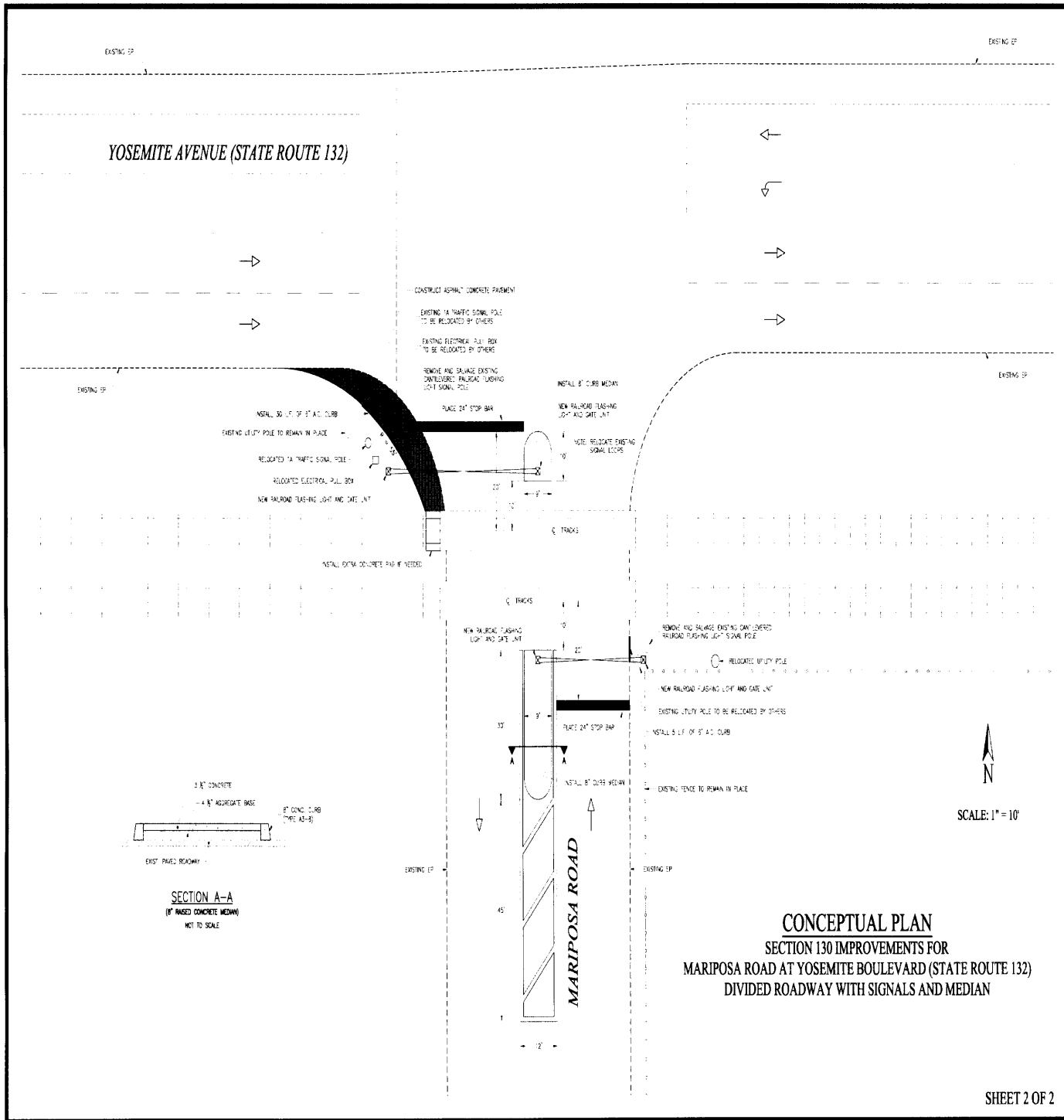
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT COST	ITEM TOTAL
A. Concrete and Pavement					
(1)	8" median curb	109	ft	\$32.00	\$3,488
(2)	Median concrete	4	yrd ³	\$372.00	\$1,357
(3)	Median AB	4	yrd ³	\$59.00	\$238
(4)	Sawcut and remove AC	107	ft ²	\$5.00	\$535
(5)	12" AC	26.67	tons	\$200.00	\$5,334
(6)	Wedge Grind AC	3736	ft ²	\$1.50	\$5,604
(7)	0.15' AC Overlay	101.89	tons	\$200.00	\$20,377
(8)	Adjust water valve to grade	3	each	\$300	\$900
(9)	6" AC curb	20	ft	\$25.00	\$500
(10)	Raise MH rim to grade	1	each	\$300	\$300.00
B. Striping and Signs					
(1)	Detail 38	54	ft ²	\$2.00	\$108
(2)	Detail 22	35	ft	\$1.00	\$35
(3)	Detail 29	151	ft	\$2.00	\$302
(4)	12" yellow solid line	74	ft ²	\$2.00	\$148
(5)	12" white solid line	70	ft ²	\$2.00	\$140
(6)	24" white solid line	44	ft ²	\$2.00	\$88
(7)	Type III arrow	168	ft ²	\$2.00	\$336
(8)	Grind existing striping	202	ft ²	\$1.00	\$202
(9)	Relocate RR sign	1	each	\$300	\$300
(10)	R8-8	1	each	\$300	\$300
(11)	R4-7 OM1-3	2	each	\$400	\$800
C. Electrical					
(1)	Relocate traffic signal loops	135	ft	\$20.00	\$2,700
(2)	Replace signal electrical box	1	LS	5,000	\$5,000
(3)	Replace traffic signal pole with 1A signal pole (West)	1	LS	\$25,000	\$25,000
(4)	Rewire Traffic Signals	1	LS	\$25,000	\$25,000
(5)	New Controller Type 2070	1	each	\$20,000	\$20,000

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT COST	ITEM TOTAL
D. Miscellaneous					
(1)	Traffic Control	1	each	\$10,000	\$10,000
(2)	Erosion Control	1	each	\$3,000	\$3,000
(3)	Mobilization	1	LS	\$5,000	\$5,000
(4)	Relocate M.I.D. PP	1	LS	\$35,000	\$35,000

SUB-TOTAL: \$172,093
ENGINEERING AND SURVEYING: \$40,000
CONTINGENCIES (10%±): \$21,209
TOTAL CONSTRUCTION COSTS: \$233,302



Exhibit A
Fed Xing ID: 853843K
CPUC ID: 08-3.50
Drawing



DEPARTMENT OF TRANSPORTATION

DIVISION OF RAIL
1120 N STREET
P. O. BOX 942874 – MS 74
SACRAMENTO, CA 94274-0001
PHONE (916) 654-7197
FAX (916) 653-4565
TTY 711



*Flex your power!
Be energy efficient!*

December 8, 2008

Mr. Bill Cardoza
County of Stanislaus
1716 Morgan Road
Modesto, CA 95358

Dear Mr. Cardoza:

Enclosed is your executed Service Contract No. 75LX099 (Contract). The California Department of Transportation's (Caltrans), Division of Rail, is pleased to notify you that this is your "Notice to Proceed" pursuant to paragraph 5 of the Contract.

Before construction begins, please remember to provide Caltrans with a copy of the signed agreement between the railroad and the city in compliance with paragraph 10 of the Contract.

When the project scope of work is completed, verify compliance with all other Contract terms. Ensure first that the city has billed and received payment for all charges associated with the Contract; then notify Caltrans. Please follow the procedures in paragraph 16 of the Contract.

If you have any questions, please feel free to call me at (916) 654-7197.

Sincerely,

A handwritten signature in cursive script that reads "Jan Boliver".

JAN BOLIVER
Railroad Crossing Safety Branch

Enclosure

c: Mr. John Stilley, BNSF Railway Company

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Contract No: 75LX099
Sheet 1 of 10
July 1, 2008

Source		Charge		EA	Pre fix	Subjob	Object	Amount	FY	Enc Code	Encumbrance Doc No
Dist	Unit	Dist	Unit								
13	804	13	804	13-240978L			6042	\$280,940	07/08		75LX099
Item		Chapter		Statutes	Fiscal Year						
2660-102-890		171		2007	2007-2008						
I hereby certify upon my own personal knowledge that budgeted funds are available for the Period and purpose of the expenditure stated herein											
Signature of Accounting Officer <i>Anthony M...</i>							Date 12/3/08		SERVICE CONTRACT NO: 75LX099 PROJECT NUMBER: STPLR-7500(097)		
									The numbers above are to be placed on all invoices		
LOCAL AGENCY: ADDRESS: Phone				County of Stanislaus 1716 Morgan Road Modesto, CA 95358 209-525-4151			SACRAMENTO, CALIFORNIA Effective Date of Contract: July 1, 2008 Expiration Date of Contract: June 30, 2010				

The Local Agency (hereinafter referred to as **Local Agency**) hereby agrees to do the work set forth herein for the State of California, Department of Transportation (hereinafter referred to as **Department**) in accordance with all applicable laws including but not limited to, California Streets and Highways Code section 114(b) and California Government Code 14038 and regulations and the provisions of this form including the attached sheets and Exhibit A. The **Local Agency** agrees to receive and accept as full compensation therefore the payment provided herein. **Local Agency** must provide the **Department** with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law has authority to enter into an agreement, authorizing execution of this agreement.

The work is located in the County of Stanislaus, at the grade crossing located at the intersection of Merced Corridor Phase IV and BNSF (hereinafter referred to as **Railroad**) tracks, CPUC No. Various, Federal No. Various. All work to be completed by **Local Agency** under the terms of this Contract is described in Exhibit A (hereinafter referred to as **Project**).

Total Cost Estimate:	\$280,940
25%:	\$0
TOTAL PROJECT COST:	\$280,940.00
Local Agency Share 0%	\$0.00
Federal Share 100%	\$280,940
TOTAL AMOUNT OF THIS CONTRACT:	\$280,940

It is expressly agreed that all persons engaged on this work are employees of the **Local Agency** and/or contractors hired by the **Local Agency** pursuant to its own policies and procedures and that none are employees of **Department**.

Further, **Department** hereby agrees to the terms as above set forth, and hereby agrees to pay the actual allowable costs incurred up to the limit set forth herein; provided, that by mutual consent of the **Local Agency** and the **Department**, this contract may be modified or terminated at any time.

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

CALIFORNIA DEPARTMENT OF TRANSPORTATION
By *Ken Hall* Branch Chief
Approved *J. Scates* Office Chief
Date 12-08-08

COUNTY OF STANISLAUS
By *Matt...*
Title Director of Public Works
Date 10-23-08

Approved as to Form Department Attorney

APPROVED: Caltrans Legal mg 06/23/2006



APPROVED AS TO FORM:
STANISLAUS COUNTY COUNSEL
BY *James...*

1. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that might occur if the contract were executed after appropriations are actually made.
2. This contract is valid and enforceable only if sufficient funds are made available to **Department** by the United States Government or the California State Legislature for the purpose of this program. In addition, this contract is subject to any additional restrictions, limitations, conditions or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this contract in any manner. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction of funds.
3. This service contract is for the elimination of hazards at Railroad-Highway intersections (crossings) with funds provided to **Department** under Section 130, Title 23 USC. Said elimination of hazards is a cooperative effort between **Department**, **Local Agency** the California Public Utilities Commission (hereinafter referred to as **CPUC**) and **Railroad**. The **CPUC** has evaluated the railroad highway intersection and determined what improvements are necessary, the **Department** acts as a conduit for the federal funds to the **Local Agency** and the **Railroad** and the **Local Agency** and **Railroad** are responsible for building and maintaining the improvements mandated by the **CPUC**.
4. The total actual allowable costs reimbursable by **Department** under this Service Contract, shall not exceed \$ 280,940.
5. The **Local Agency** will not proceed with any work on the **Project**, nor be required to purchase any materials, until authorized in writing by **Department**. Such authorization (hereinafter referred to as **Notice to Proceed**) shall not be issued by **Department** until sufficient State or Federal funds have been obligated for the project. State and Federal maximum liability pursuant to this contract is limited to the amount set forth in this contract.
6. The **Local Agency** agrees to perform the **Project** work and to provide and furnish all necessary labor, materials, tools, and equipment required therefore, and to prosecute **Project** diligently to completion. **Department** and **Local Agency** agree that the **Project** work as provided herein is pursuant to Federal rules and regulations and not State law. The Department is acting as a conduit for disbursement of Federal Surface Transportation Program funds for hazard elimination at railroad intersections on city streets, county roads and State Highways.
7. Any person, company or corporation who performs work authorized under terms of this contact must have a valid California contractor's license. All authorized work performed by employees of **Local Agency** and any **CPUC** regulated public utility, City, County or Public Service District is not subject to the above contractor's license requirement
8. **Local Agency** must coordinate **Project** work with the railroad that owns or operates the tracks where the intersection is located.

9. **Local Agency** will secure all legally required and necessary permits and approvals before commencing **Project** construction.
10. Where **Project** work is in conjunction with work done by **Railroad**, **Railroad** will construct railroad track and signal work to its own standard specifications, **Local Agency** will not perform any work on the **Railroad** tracks or within railroad right of way without securing written permission from the railroad. **Project** work done within twenty-five feet of the centerline of the **Railroad**'s nearest track may require a **Railroad** employee to protect the workers of **Local Agency** or its contractors. This provision is pursuant to Federal Law and must be clearly agreed to in writing between **Local Agency** and **Railroad** before commencement of **Project** work at the railroad-highway intersection. A copy of this agreement between **Railroad** and **Local Agency** shall be provided to **Department** by **Local Agency** as soon as it is executed.
11. The **Department** will reimburse the **Local Agency** on the basis of actual cost, not to exceed the **Project** cost herein. Any cost of the work determined by the **Department** to be not reimbursable, shall be borne by **Local Agency**. Indirect overhead charges will not be allowed unless **Local Agency** has an Indirect Cost Rate Proposal approved by **Department**'s Audits and Investigations.
12. Any warning devices medians, signs, pavement markings, structures or other improvements, which may be installed in conjunction with **Project**, shall be located as agreed upon between **Railroad** and the California Public Utilities Commission and as approved by the Federal Highway Administration (FHWA). Such locations are indicated in Exhibit A hereto.
13. Guidance, regulatory, warning and temporary traffic control signs, curb and pavement, or other markings and traffic signals installed or placed on any project constructed with federal funds shall conform to the Manual of Uniform Traffic Control Devices (MUTCD) and its California Supplement (CAMUTCD). Deviations from the Mandatory Standards for signs, markings, and traffic signals as defined and shown in the MUTCD and CAMUTCD are not permitted.
14. **Local Agency** accounting and invoice procedures shall conform to the requirements set forth in the California State Department of Transportation's Local Assistance Procedures Manual - Chapter 5 Accounting/Invoices. Invoices submitted by the **Local Agency** shall be prepared as described in Exhibit 5-A of the Local Assistance Procedures Manual titled "Sample Federal-Aid Invoice (Except for STIP Projects)". Where the Local Assistance Procedures Manual provides that correspondence and/or invoices, are to be sent to the District Director or to the District Local Assistance Engineer, the **Local Agency** will instead send such correspondence and/or invoices to the: California Department of Transportation, Division of Rail, P.O. Box 942874, MS 74 Sacramento, California 94274 if by U.S. Mail. If by courier, then address invoice to: California Department of Transportation, Division of Rail, 1415 11th Street, MS 74, Sacramento, CA 95814.
15. Not more frequently than once a month, but at least quarterly, **Local Agency** will prepare and submit to **Department** invoices for actual allowable costs incurred consistent with the **Exhibit A** hereto. **Department** will review the invoice for compliance with this contract. Provided contract terms are complied with, payment will be made by **Department** to **Local Agency** within forty-five (45) days of the date of receipt of an invoice by **Department**. Invoices which are determined not be



in compliance will be returned to **Local Agency** for correction of deficiencies, after which Local Agency will resubmit the invoice to **Department** as prescribed above.

16. The **Local Agency**, upon completion of the **Project** work, will provide to **Department** a written declaration/notification that the **Project** has been final billed and ready to be closed. This declaration shall be based upon actual allowable **Project** cost, **Project** Scope and **Project** cost limits set forth herein. Upon receipt of this declaration, Department will pay all outstanding allowable invoiced **Project** costs. If upon final accounting, it is determined that the **Department** previously paid more than its share of said project, **Local Agency** shall refund the difference between the **Department's** share and the amount paid by **Department**. All records of the **Local Agency**, its contractors and subcontractors are subject to audit by representatives of the **Department** and Federal Highway Administration. Such records will be retained and made immediately available for inspection by **Department's** Auditors for a period of three years from **Department's** date of final payment of aforementioned final invoice.

17. All work to be done hereunder by **Local Agency** shall be done only by its employees on a force account basis, or by contractors, the cost thereof to be paid to **Local Agency** by **Department** in the manner hereinafter set forth.

18. **Local Agency** agrees that the 48 CFR, Chapter 1 Part 31 et seq., Contract Cost Principles and Procedures, Federal Acquisition Regulations System, shall be used to determine the allowable individual items of indirect cost. **Local Agency** agrees to comply with the applicable Federal procedures in accordance with Office of Management and Budget Circular A-87, Cost Principles for State and Local Governments and CFR 49, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments.

19. All applicable portions of 23 CFR Part 140, Subpart 1 are by reference incorporated herein and made a part hereof.

20. An itemized estimate of the cost of the work to be performed by **Local Agency** is attached hereto as a part of **Exhibit A** and made a part hereof.

21. **Department** agrees to reimburse **Local Agency** for qualified insurance expenses as authorized by 23 CFR 646 et seq., and as set forth in cost estimates attached hereto.

22. The **Local Agency** has 180 days after the expiration date of this contract to submit the final invoice to **Department** for verification and payment.

23. In cooperation with the **Railroad**, the **Local Agency** shall maintain the **Project** improvements made under this contract located in its right of way.

24. Subject to the availability of labor and material, it is the intent of the parties hereto that all construction work under this service contract shall be completed within one year after the **Notice to Proceed** is issued by the Department, unless a time extension is requested by **Local Agency** and approved in writing by the **Department**. This Contract is effective for a period of two years only to prevent difficulties, which may arise if the Contract expired prior to all performance

requirements being satisfied. Time is of the essence for completion of **Project** funded by this Contract.

25. **AMENDMENT:** No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in this Contract is binding on any of the parties.

26. **ASSIGNMENT:** This Contract is not assignable, in whole or in part, without the consent of the Department in the form of a formal written amendment.

27. **AUDIT: Local Agency** agrees that the **Department** or its designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Contract. **Local Agency** agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. **Local Agency** agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, **Local Agency** agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

28. **INDEMNIFICATION: Local Agency** agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be killed injured or damaged except to the extent that such death injury or damage results from the sole or active negligence of **Department**.

29. **DISPUTES: Local Agency** shall continue with the responsibilities under this Contract during any dispute.

30. **TERMINATION FOR CAUSE:** The **Department** may terminate this Contract and be relieved of any payments should the **Local Agency** fail to perform the requirements of this Contract at the time and in the manner herein provided. In the event of such termination the **Department** may proceed with the work in any manner deemed proper by the **Department**. All costs to the **Department** shall be deducted from any sum due the **Local Agency** under this Contract and the balance, if any, shall be paid to the **Local Agency** upon demand.

31. **INDEPENDENT CONTRACTOR: Local Agency**, and the agents and employees of **Local Agency**, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the **Department** or State.

32. **NON-DISCRIMINATION CLAUSE:** During the performance of this Contract, **Local Agency** and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and

subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement. **Local Agency** shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

33. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

34. **ANTITRUST CLAIMS:** The **Local Agency** by signing this Contract hereby certifies that if these services or goods are obtained by means of a competitive bid, the **Local Agency** shall comply with the requirements of the Government Code Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
 1. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 2. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a)

the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

35. CHILD SUPPORT COMPLIANCE ACT: "For any Contract in excess of \$100,000, the **Local Agency** acknowledges in accordance with Public Contract Code 7110, that:

- a. The **Local Agency** recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The **Local Agency**, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

36. UNENFORCEABLE PROVISION: In the event that any provision of this Contract is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Contract have force and effect and shall not be affected thereby.

37. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

This contract will expire on June 30, 2010. Expiration of this Contract does not release any party hereto from any ongoing performance requirements agreed to herein.

Exhibit A
Fed Xing ID: Various
CPUC ID: Various
Scope of Work

Street Name: Various – Phase IV of the Merced Corridor Project
County: Stanislaus
City: Unincorporated
Railroad: BNSF
Contractor: County of Stanislaus
Fed ID: Various

All improvements shall be in accordance with CAMUTOD and Stanislaus County standards.

- **Current Crossing description:**
 - o 1 main track
 - o #8's and #9's at the six crossings that make up this phase of the Merced Corridor project.
- **Recommendations for the 6 crossings are as follows:**
- **Barnhart Road (DOT #028728E)**
 - o Reconstruct SB approach between Santa Fe Avenue and tracks
 - o install AC overlay approaching easterly to tracks
 - o install W10-2, W10-5, R8-8, W10-11A signs and relocate W10-1 sign
 - o install Thermoplastic center line striping and pavement markings
- **Zeering Road (DOT #028726R)**
 - o install AC overlay and widening, approximately 150 L.F.
 - o install approximately 10 feet of AC Dike in SW quadrant in front of warning device
 - o install approx. 200 L.F. of 5 ft. wide asphalt pedestrian pathway from the tracks easterly to Santa Fe Avenue and from the tracks westerly to Merced Avenue
 - o install truncated cone bases on all pedestrian pathway approaches
 - o install W10-2, W4E, R8-8, W10-11A signs and relocate the W10-1 signs
 - o install Thermoplastic center line striping and pavement markings
- **Main Street (DOT #028725J)**
 - o install 50 L.F. median and delineators on west approach of Main Street
 - o install approx. 10 L.F. of AC Dike in the NE and SW quadrants in front of warning devices
 - o AC overlay on east side of tracks to Santa Fe Avenue, approx. 100 L.F.
 - o install truncated cone bases on all pedestrian pathway approaches
 - o improve and repair the AC pedestrian pathway in NW quadrant
 - o extend a 5 ft. wide AC pedestrian pathway from the NE quadrant of the RR Crossing on Main Street to the NW quadrant of Santa Fe Avenue, approx. 100 L.F.
 - o install W4E, R8-8 signs and relocate W10-1 signs.
 - o install Thermoplastic center line striping and pavement markings
- **Monte Vista Avenue (DOT #028724C)**
 - o install 50 L.F. median and delineators on east approach of Monte Vista Avenue
 - o install W10-2, R8-8, W10-11A signs and relocate W10-1 sign
 - o install 10 L.F. of AC Dike on SW quadrant in front of warning device
 - o install Thermoplastic center line striping and pavement markings
- **Vincent Road (DOT #028721G)**
 - o Reconstruct the southbound approach between Santa Fe Avenue and tracks
 - o Add a AC overlay on Vincent Road to improve road surface, approx. 500 L.F.
 - o install W10-2, W10-5, W10-11A signs and relocate the W10-1 sign
 - o install 10 L.F. of AC Dike in SW quadrant in front of warning device
 - o install Thermoplastic center line striping and pavement markings
- **East Avenue (DOT #028713F)**
 - o Widen south pavement by 4 feet (200 L.F.) on East Avenue
 - o install 100 L.F. median and delineators on east approach of East Avenue
 - o install W10-2, R8-8, W10-11A signs and relocate W10-1 sign
 - o install Thermoplastic center line striping and pavement markings



Exhibit A
Fed Xing ID: **Various**
CPUC ID: **Various**
Cost Estimate

Summary of the detailed cost estimates which are Attachment 1 of Exhibit A.

Barnhart Road	\$ 70,125.00
Zeering Road	\$ 73,315.00
Main Street	\$ 32,164.00
Monte Vista Avenue	\$ 10,621.00
Vincent Avenue	\$ 65,670.00
East Avenue	\$ 29,045.00
TOTAL:	\$280,940.00

Exhibit A
Fed Xing ID: Various
CPUC ID: Various
Drawing

The drawings for each crossing are Attachment 2 of Exhibit A.





BARNHART AT SANTA FE AVENUE RAILROAD IMPROVEMENTS

Engineers Estimate 26-Jun-08

THE FOLLOWING ESTIMATE OF THE QUANTITIES AND COSTS ARE APPROXIMATE ONLY. THE OPINION OF PROBABLE CONSTRUCTION COST IS MADE ON THE BASIS OF EXPERIENCE AND BY COSTS PROVIDED BY THE COUNTY. THE OPINION OF COST IS BASED UPON PRELIMINARY PLANS. BECAUSE WE HAVE NO CONTROL OVER THE COST OF LABOR, MATERIALS, EQUIPMENT, OR ON THE CONTRACTORS METHOD OF DETERMINING PRICES, OVER COMPETITIVE BIDDING, OR MARKET CONDITIONS, WE DO NOT GUARANTEE THAT PROPOSALS, BIDS, OR CONSTRUCTION COSTS WILL NOT VARY FROM THE OPINION OF PROBABLE COSTS AS SHOWN.

ITEM NO.	ITEM	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICES (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1	TRAFFIC SIGNS	9	EA	\$ 350.00	\$ 3,150.00
2	PAVEMENT MARKINGS	400	S.F.	\$ 5.00	\$ 2,000.00
3	THERMOPLASTIC STRIPING (TYPE 21)	600	L.F.	\$ 2.00	\$ 1,200.00
4	ASPHALT CONCRETE (TYPE A)	135	TONS	\$ 400.00	\$ 54,000.00
5	ASPHALT CONCRETE (RADIUS RETURN WIDENING)	8	TONS	\$ 400.00	\$ 3,200.00
6	6" ASPHALT CONCRETE DIKE	10	L.F.	\$ 20.00	\$ 200.00

SUB-TOTAL: \$ 63,750.00

CONTINGENCIES (10%±): \$ 6,375.00

TOTAL CONSTRUCTION COSTS: \$ 70,125.00



ZEERING AT SANTA FE AVENUE RAILROAD IMPROVEMENTS

Engineers Estimate 26-Jun-08

THE FOLLOWING ESTIMATE OF THE QUANTITIES AND COSTS ARE APPROXIMATE ONLY. THE OPINION OF PROBABLE CONSTRUCTION COST IS MADE ON THE BASIS OF EXPERIENCE AND BY COSTS PROVIDED BY THE COUNTY. THE OPINION OF COST IS BASED UPON PRELIMINARY PLANS. BECAUSE WE HAVE NO CONTROL OVER THE COST OF LABOR, MATERIALS, EQUIPMENT, OR ON THE CONTRACTORS METHOD OF DETERMINING PRICES, OVER COMPETITIVE BIDDING, OR MARKET CONDITIONS, WE DO NOT GUARANTEE THAT PROPOSALS, BIDS, OR CONSTRUCTION COSTS WILL NOT VARY FROM THE OPINION OF PROBABLE COSTS AS SHOWN.

ITEM NO.	ITEM	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICES (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1	TRAFFIC SIGNS	6	EA	\$ 350.00	\$ 2,100.00
2	THERMOPLASTIC PAVEMENT MARKINGS	510	S.F.	\$ 5.00	\$ 2,550.00
3	THERMOPLASTIC STRIPING (TYPE 21)	400	L.F.	\$ 2.00	\$ 800.00
4	ASPHALT CONCRETE (TYPE A)	135	TONS	\$ 400.00	\$ 54,000.00
5	6" ASPHALT CONCRETE DIKE	20	L.F.	\$ 20.00	\$ 400.00
6	TRUNCATED DOME PAD	2	EA	\$ 400.00	\$ 800.00
7	5' ASPHALT CONCRETE WALKWAY	15	TONS	\$ 400.00	\$ 6,000.00

SUB-TOTAL: \$ 66,650.00

CONTINGENCIES (10%±): \$ 6,665.00

TOTAL CONSTRUCTION COSTS: \$ 73,315.00



MAIN AT SANTA FE AVENUE RAILROAD IMPROVEMENTS

Engineers Estimate 26-Jun-08

THE FOLLOWING ESTIMATE OF THE QUANTITIES AND COSTS ARE APPROXIMATE ONLY. THE OPINION OF PROBABLE CONSTRUCTION COST IS MADE ON THE BASIS OF EXPERIENCE AND BY COSTS PROVIDED BY THE COUNTY. THE OPINION OF COST IS BASED UPON PRELIMINARY PLANS. BECAUSE WE HAVE NO CONTROL OVER THE COST OF LABOR, MATERIALS, EQUIPMENT, OR ON THE CONTRACTORS METHOD OF DETERMINING PRICES, OVER COMPETITIVE BIDDING, OR MARKET CONDITIONS, WE DO NOT GUARANTEE THAT PROPOSALS, BIDS, OR CONSTRUCTION COSTS WILL NOT VARY FROM THE OPINION OF PROBABLE COSTS AS SHOWN.

ITEM NO.	ITEM	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICES (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1	TRAFFIC SIGNS	4	EA	\$ 350.00	\$ 1,400.00
2	THERMOPLASTIC PAVEMENT MARKINGS	260	S.F.	\$ 5.00	\$ 1,300.00
3	THERMOPLASTIC STRIPING (TYPE 21)	200	L.F.	\$ 2.00	\$ 400.00
4	ASPHALT CONCRETE (TYPE A)	40	TONS	\$ 400.00	\$ 16,000.00
5	6" ASPHALT CONCRETE DIKE	20	L.F.	\$ 20.00	\$ 400.00
6	TRUNCATED DOME PAD	2	EA	\$ 400.00	\$ 800.00
7	TUBULAR DELINEATORS	11	EA	\$ 40.00	\$ 440.00
8	RAISED MEDIAN	50	L.F.	\$ 50.00	\$ 2,500.00
9	5' ASPHALT CONCRETE WALKWAY	15	TONS	\$ 400.00	\$ 6,000.00

SUB-TOTAL: \$ 29,240.00

CONTINGENCIES (10%±): \$ 2,924.00

TOTAL CONSTRUCTION COSTS: \$ 32,164.00



MONTE VISTA AT SANTA FE AVENUE RAILROAD IMPROVEMENTS

Engineers Estimate 26-Jun-08

THE FOLLOWING ESTIMATE OF THE QUANTITIES AND COSTS ARE APPROXIMATE ONLY. THE OPINION OF PROBABLE CONSTRUCTION COST IS MADE ON THE BASIS OF EXPERIENCE AND BY COSTS PROVIDED BY THE COUNTY. THE OPINION OF COST IS BASED UPON PRELIMINARY PLANS. BECAUSE WE HAVE NO CONTROL OVER THE COST OF LABOR, MATERIALS, EQUIPMENT, OR ON THE CONTRACTORS METHOD OF DETERMINING PRICES, OVER COMPETITIVE BIDDING, OR MARKET CONDITIONS, WE DO NOT GUARANTEE THAT PROPOSALS, BIDS, OR CONSTRUCTION COSTS WILL NOT VARY FROM THE OPINION OF PROBABLE COSTS AS SHOWN.

ITEM NO.	ITEM	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICES (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1	TRAFFIC SIGNS	6	EA	\$ 350.00	\$ 2,100.00
2	THERMOPLASTIC PAVEMENT MARKINGS	435	S.F.	\$ 5.00	\$ 2,175.00
3	THERMOPLASTIC STRIPING (TYPE 21)	560	L.F.	\$ 4.00	\$ 2,240.00
4	6" ASPHALT CONCRETE DIKE	10	L.F.	\$ 20.00	\$ 200.00
5	TUBULAR DELINEATORS	11	EA	\$ 40.00	\$ 440.00
6	RAISED MEDIAN	50	L.F.	\$ 50.00	\$ 2,500.00

\$ 9,655.00

CONTINGENCIES (10%±): \$ 966.00

TOTAL CONSTRUCTION COSTS: \$ **10,621.00**



VINCENT AT SANTA FE AVENUE RAILROAD IMPROVEMENTS

Engineers Estimate 26-Jun-08

THE FOLLOWING ESTIMATE OF THE QUANTITIES AND COSTS ARE APPROXIMATE ONLY. THE OPINION OF PROBABLE CONSTRUCTION COST IS MADE ON THE BASIS OF EXPERIENCE AND BY COSTS PROVIDED BY THE COUNTY. THE OPINION OF COST IS BASED UPON PRELIMINARY PLANS. BECAUSE WE HAVE NO CONTROL OVER THE COST OF LABOR, MATERIALS, EQUIPMENT, OR ON THE CONTRACTORS METHOD OF DETERMINING PRICES, OVER COMPETITIVE BIDDING, OR MARKET CONDITIONS, WE DO NOT GUARANTEE THAT PROPOSALS, BIDS, OR CONSTRUCTION COSTS WILL NOT VARY FROM THE OPINION OF PROBABLE COSTS AS SHOWN.

ITEM NO.	ITEM	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICES (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1	TRAFFIC SIGNS	8	EA	\$ 350.00	\$ 2,800.00
2	THERMOPLASTIC PAVEMENT MARKINGS	340	S.F.	\$ 5.00	\$ 1,700.00
3	THERMOPLASTIC STRIPING (TYPE 21)	500	L.F.	\$ 2.00	\$ 1,000.00
4	ASPHALT CONCRETE (TYPE A)	135	TONS	\$ 400.00	\$ 54,000.00
5	6" ASPHALT CONCRETE DIKE	10	L.F.	\$ 20.00	\$ 200.00

SUB-TOTAL: \$ 59,700.00

CONTINGENCIES (10%±): \$ 5,970.00

TOTAL CONSTRUCTION COSTS: \$ 65,670.00



EAST AT SANTA FE AVENUE RAILROAD IMPROVEMENTS

Engineers Estimate 26-Jun-08

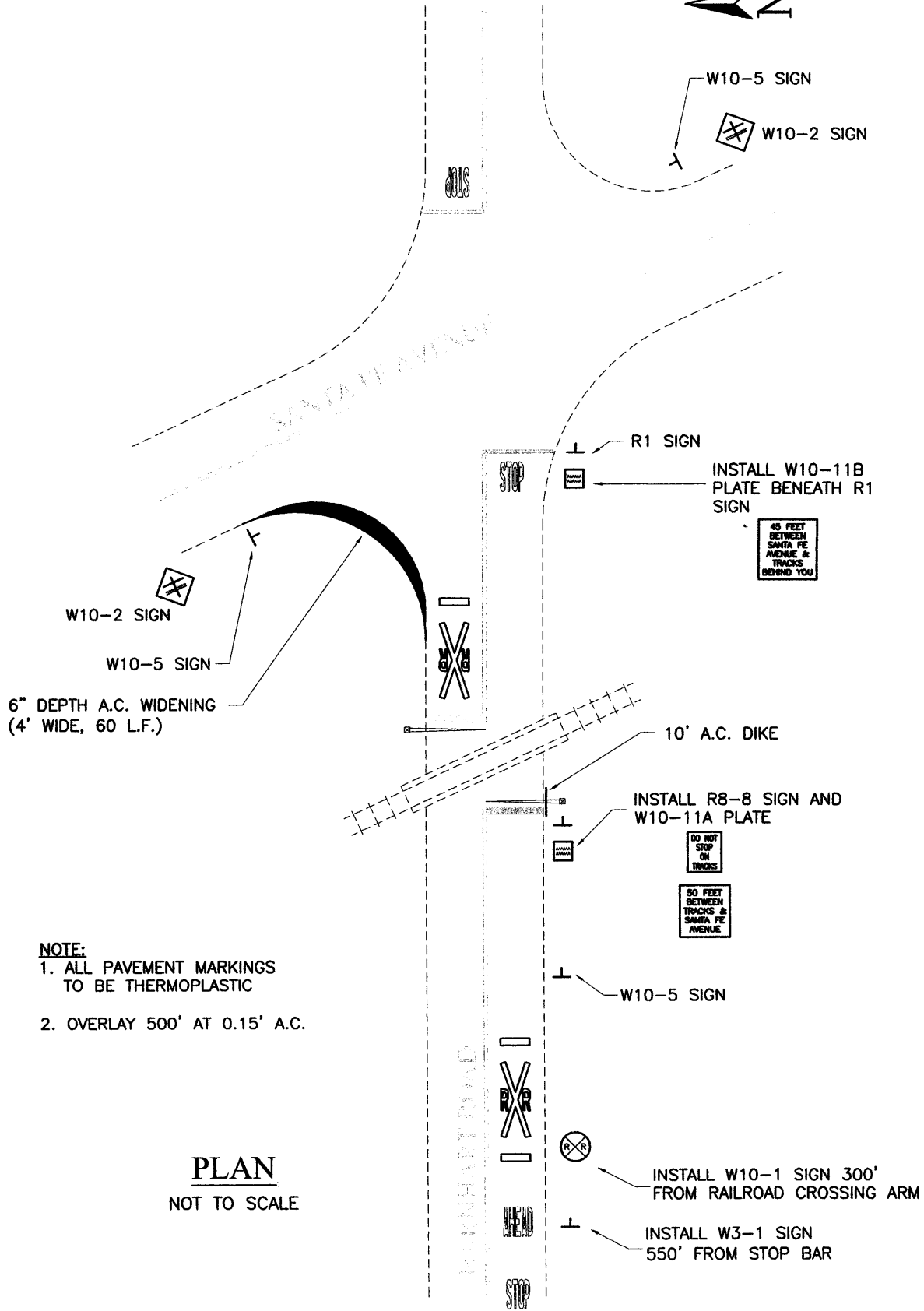
THE FOLLOWING ESTIMATE OF THE QUANTITIES AND COSTS ARE APPROXIMATE ONLY. THE OPINION OF PROBABLE CONSTRUCTION COST IS MADE ON THE BASIS OF EXPERIENCE AND BY COSTS PROVIDED BY THE COUNTY. THE OPINION OF COST IS BASED UPON PRELIMINARY PLANS. BECAUSE WE HAVE NO CONTROL OVER THE COST OF LABOR, MATERIALS, EQUIPMENT, OR ON THE CONTRACTORS METHOD OF DETERMINING PRICES, OVER COMPETITIVE BIDDING, OR MARKET CONDITIONS, WE DO NOT GUARANTEE THAT PROPOSALS, BIDS, OR CONSTRUCTION COSTS WILL NOT VARY FROM THE OPINION OF PROBABLE COSTS AS SHOWN.

ITEM NO.	ITEM	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICES (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1	TRAFFIC SIGNS	6	EA	\$ 350.00	\$ 2,100.00
2	THERMOPLASTIC PAVEMENT MARKINGS	365	S.F.	\$ 5.00	\$ 1,825.00
3	THERMOPLASTIC STRIPING (TYPE 21)	600	L.F.	\$ 2.00	\$ 1,200.00
4	ASPHALT CONCRETE (TYPE A)	30	TONS	\$ 400.00	\$ 12,000.00
5	6" ASPHALT CONCRETE DIKE	10	L.F.	\$ 20.00	\$ 200.00
6	TUBULAR DELINEATORS	22	EA	\$ 40.00	\$ 880.00
7	RAISED MEDIAN	100	L.F.	\$ 50.00	\$ 5,000.00
8	ASPHALT CONCRETE (4' SHOULDER WIDENING)	8	TONS	\$ 400.00	\$ 3,200.00

SUB-TOTAL: \$ 26,405.00

CONTINGENCIES (10%±): \$ 2,640.00

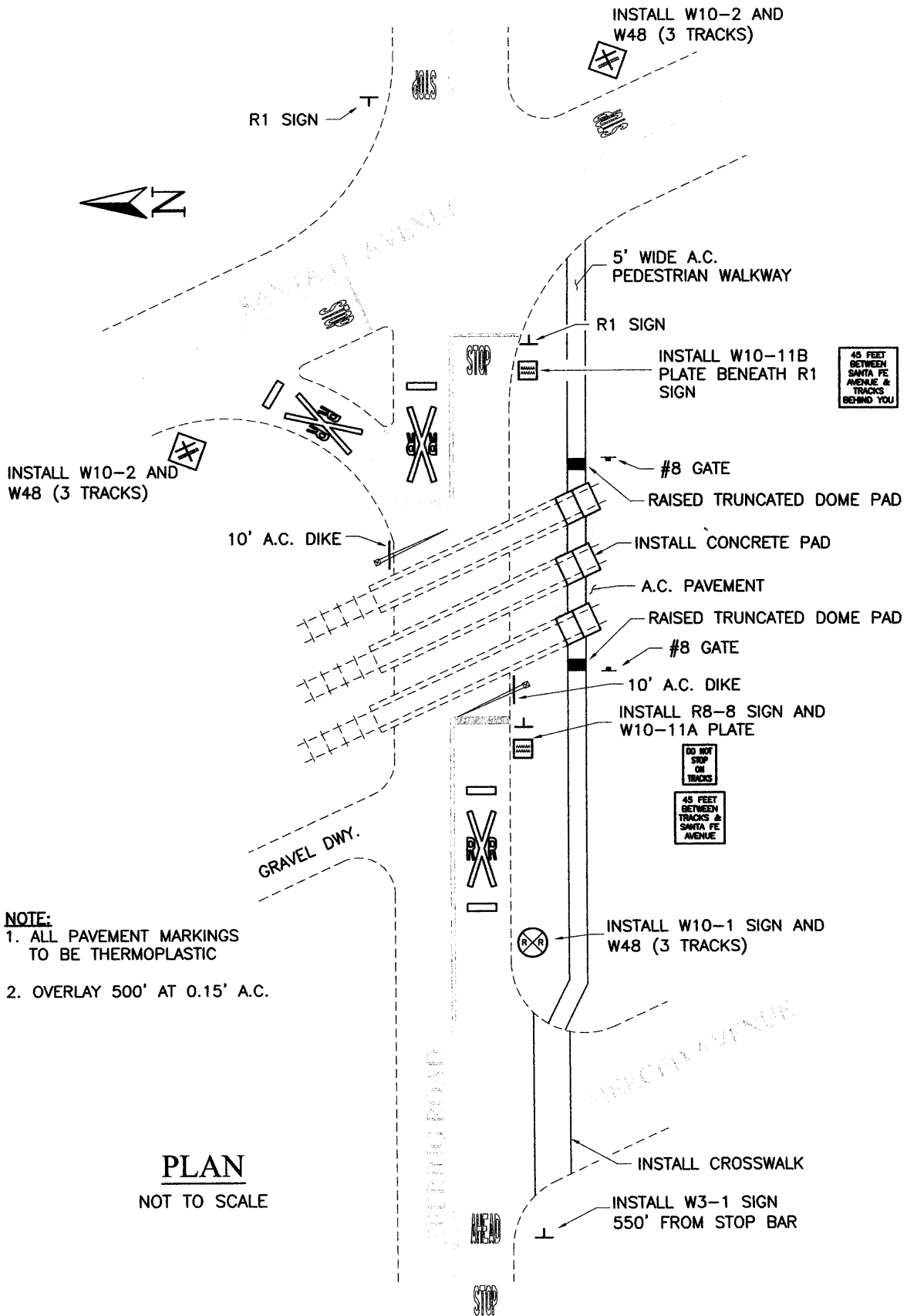
TOTAL CONSTRUCTION COSTS: \$ 29,045.00



NOTE:
 1. ALL PAVEMENT MARKINGS TO BE THERMOPLASTIC
 2. OVERLAY 500' AT 0.15' A.C.

PLAN
 NOT TO SCALE

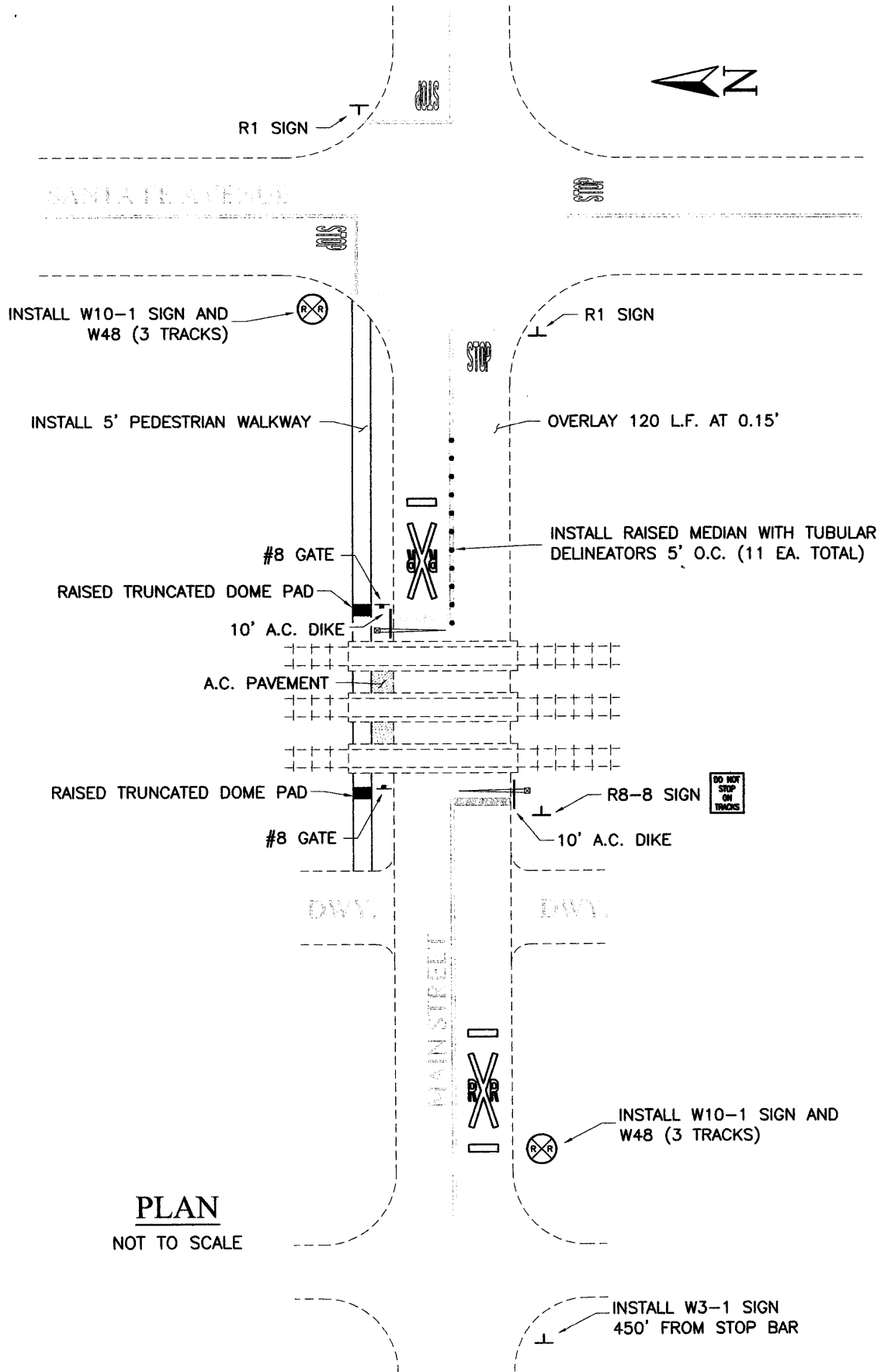
**BARNHART ROAD AT SANTA FE AVENUE
 RAILROAD CROSSING IMPROVEMENTS**



NOTE:
1. ALL PAVEMENT MARKINGS TO BE THERMOPLASTIC
2. OVERLAY 500' AT 0.15' A.C.

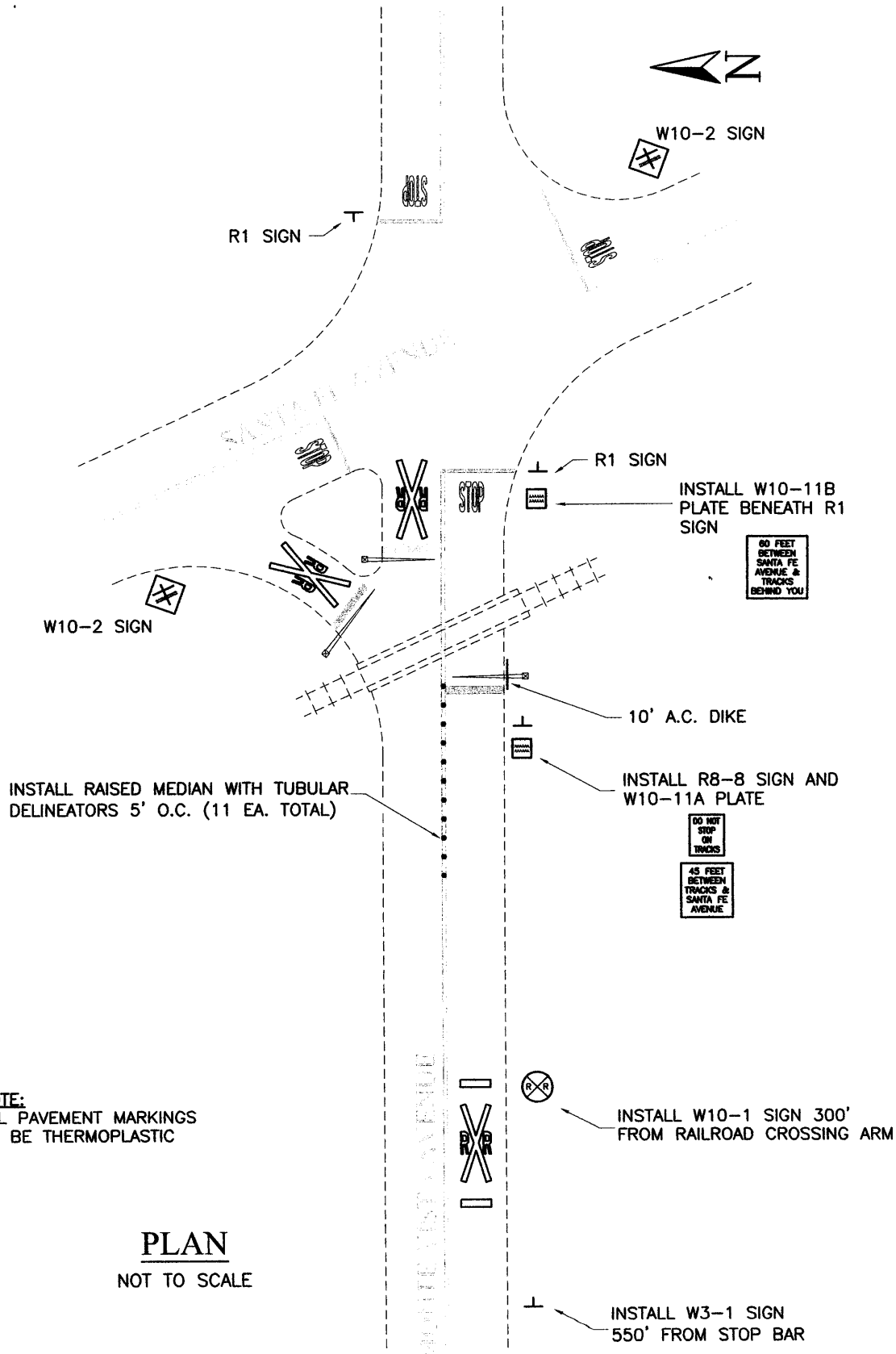
PLAN
NOT TO SCALE

ZEERING ROAD AT SANTA FE AVENUE RAILROAD CROSSING IMPROVEMENTS



PLAN
NOT TO SCALE


MAIN STREET AT SANTA FE AVENUE RAILROAD CROSSING IMPROVEMENTS



NOTE:
 ALL PAVEMENT MARKINGS
 TO BE THERMOPLASTIC

PLAN
 NOT TO SCALE


**MONTE VISTA AVENUE AT SANTA FE AVENUE
 RAILROAD CROSSING IMPROVEMENTS**

W10-2 SIGN 

INSTALL W10-5 SIGN WITH TRUCKS TO USE EAST AVE. SIGN.

INSTALL W10-5 SIGN WITH TRUCKS TO USE MONTE VISTA AVE. SIGN.



 W10-2 SIGN



STOP

R1 SIGN

INSTALL W10-11B PLATE BENEATH R1 SIGN

35 FEET BETWEEN SANTA FE AVENUE & TRACKS BEHIND YOU

10' A.C. DIKE

INSTALL R8-8 SIGN AND W10-11A PLATE

DO NOT STOP ON TRACKS

35 FEET BETWEEN TRACKS & SANTA FE AVENUE

NOTE:

- 1. ALL PAVEMENT MARKINGS TO BE THERMOPLASTIC
- 2. OVERLAY 500' AT 0.15' A.C.

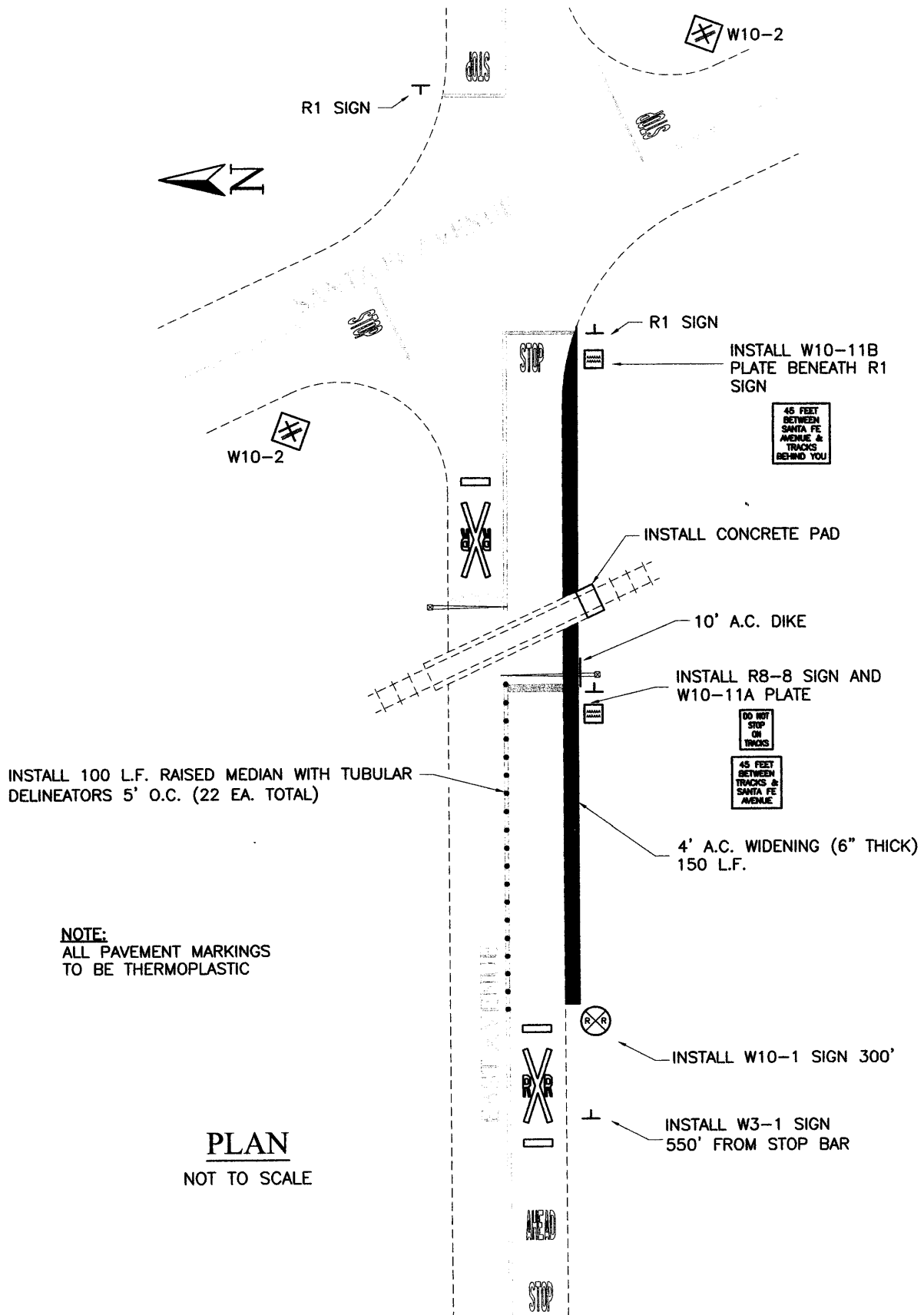


INSTALL W10-1 SIGN AND W10-5

INSTALL W3-1 SIGN 300' FROM STOP BAR

PLAN
NOT TO SCALE

**VINCENT AVENUE AT SANTA FE AVENUE
RAILROAD CROSSING IMPROVEMENTS**



EAST AVENUE AT SANTA FE AVENUE
RAILROAD CROSSING IMPROVEMENTS