

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

DEPT: Public Works

BOARD AGENDA #: *C-1

AGENDA DATE: May 16, 2017

SUBJECT:

Approval to Authorize the Director of Public Works to Sign a Grade Crossing Signal Installation Agreement with Burlington Northern Santa Fe Railroad for the Geer Road at Santa Fe Avenue Intersection Signalization Project

BOARD ACTION AS FOLLOWS:

No. 2017-251

On motion of Supervisor Olsen, Seconded by Supervisor DeMartini

and approved by the following vote,

Ayes: Supervisors: Olsen, Withrow, Monteith, DeMartini, and Chairman Chiesa

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended


2) Denied

3) Approved as amended

4) Other:

MOTION:

ATTEST:


ELIZABETH A. KING, Clerk of the Board of Supervisors

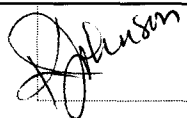
File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Public Works

Urgent

Routine



BOARD AGENDA #: *C-1

AGENDA DATE: May 16, 2017

CEO CONCURRENCE:

4/5 Vote Required: Yes No

SUBJECT:

Approval to Authorize the Director of Public Works to Sign a Grade Crossing Signal Installation Agreement with Burlington Northern Santa Fe Railroad for the Geer Road at Santa Fe Avenue Intersection Signalization Project

STAFF RECOMMENDATIONS:

1. Authorize the Director of Public Works to Sign a Grade Crossing Signal Installation Agreement with Burlington Northern Santa Fe Railroad for the Geer Road at Santa Fe Avenue Intersection Signalization Project.

DISCUSSION:

The Geer Road at Santa Fe Avenue intersection is located in central Stanislaus County approximately 0.3 miles south of East Service Road. It currently operates at a Level of Service "E" in the peak hour, which is defined in the California Highway Capacity Manual as an average user delay of greater than 35 seconds but less than 50 seconds for an unsignalized intersection. This intersection has an average delay of 40 seconds.

The proposed new traffic signals and additional turn lanes will improve traffic safety and enhance the flow of traffic through this intersection. Installation of safety lighting, upgrade of railroad signals, and shoulder widening will also be completed.

On August 26, 2008, the Board of Supervisors authorized the Director of Public Works to sign a Grade Crossing Signal and Surface Installation Agreement with Burlington Northern Santa Fe Railroad (BNSF) for the Geer Road and Santa Fe Avenue intersection signalization project. However, due to construction funding shortfalls, the construction of the intersection never commenced and the agreement with BNSF has subsequently expired.

Currently, the project is funded with a combination of Federal Congestion Mitigation and Air Quality (CMAQ) funds and County Public Facilities Fees (PFF) funds for the construction phase of the project.

Public Works staff has been working closely with BNSF for improvements to the railroad crossing signal and surface. The improvements by BNSF will consist of new railroad signals that match with the traffic signal improvements proposed at the Geer Road and Santa Fe Avenue intersection, new railroad signal controller, replacing and widening of existing track crossing and relocation of existing train communication and control system. BNSF estimates

Approval to Authorize the Director of Public Works to Sign a Grade Crossing Signal Installation Agreement with Burlington Northern Santa Fe Railroad for the Geer Road at Santa Fe Avenue Intersection Signalization Project

that the railroad signal improvements will cost \$655,000, which will be reimbursed by the County.

Public Works staff recommends authorizing the Director of Public Works to Sign a Grade Crossing Signal Installation Agreement with BNSF for the Geer Road at Santa Fe Avenue Intersection Signalization Project to improve traffic safety and enhance flow of traffic through this intersection.

The project is scheduled to begin construction in the fall of 2017.

POLICY ISSUE:

The Board of Supervisors must approve all agreements with other agencies.

FISCAL IMPACT:

The total estimated cost for the construction of this project is \$2,411,000. The \$655,000 for the Grade Crossing Signal Installation will be funded 100% by PFF funds. The remaining costs of \$1,756,000, is for the improvements to the intersection, which will be presented to the Board in the future.

Cost of recommended action:	\$ 655,000
Source(s) of Funding:	
PFF	\$ 655,000
Funding Total:	<u>655,000</u>
Net Cost to County General Fund	<u>\$ -</u>

Fiscal Year:	2017/2018
Budget Adjustment/Appropriations needed:	No

Fund Balance as of 3/31/2017	
Inter City Roads PFF, Fund 2400	\$ 18,247,183

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board's priorities of providing a safe community, a healthy community, and a well-planned infrastructure system by improving traffic safety and reducing traffic congestion on the County road system.

STAFFING IMPACT:

Existing Public Works staff is overseeing this project.

Approval to Authorize the Director of Public Works to Sign a Grade Crossing Signal Installation Agreement with Burlington Northern Santa Fe Railroad for the Geer Road at Santa Fe Avenue Intersection Signalization Project

CONTACT PERSON:

Matt Machado, Public Works Director

Telephone: (209) 525-4153

ATTACHMENT(S):

1. Grade Crossing Signal Installation Agreement with Burlington Northern Santa Fe Railroad

ATTACHMENT 1

GRADE CROSSING SIGNAL INSTALLATION AGREEMENT WITH BURLINGTON
NORTHERN SANTA FE RAILROAD

GRADE CROSSING SIGNAL INSTALLATION AGREEMENT

**BNSF File No.: BF10011117
Mile Post 1083.8
Line Segment 7200
U.S. DOT Number 028732U
Stockton Subdivision**

THIS GRADE CROSSING SIGNAL AND SURFACE INSTALLATION AGREEMENT (hereinafter called, "Agreement"), is executed to be effective as of _____, by and between **STANISLAUS COUNTY**, a Political Subdivision of the State of California, herein represented and acting through its Board of Supervisors (hereinafter called, "AGENCY"), and **BNSF RAILWAY COMPANY**, a Delaware Corporation (hereinafter called, "RAILROAD");

WITNESSETH:

WHEREAS, in the interest of aiding vehicular travel and public safety, the AGENCY is undertaking a project to install railroad crossing signals, activation equipment, and crossing surface known as Geer Road;

WHEREAS, the project Geer Road is located at U.S. DOT crossing 028732U as indicated on Exhibit "A", attached hereto and incorporated herein;

WHEREAS, the parties agree that the RAILROAD will receive no ascertainable benefit from the installation of advance warning signs, pavement marking stop bars or crossing signal equipment (hereinafter collectively called, "Crossing Signal Equipment");

WHEREAS, AGENCY also desires RAILROAD to replace and widen the existing crossing surface at Geer Road with a new concrete and rubber crossing surface;

WHEREAS, the AGENCY is paying for the acquisition and installation of crossing signal equipment at Geer Road;

WHEREAS, the RAILROAD agrees to purchase and install, at AGENCY'S sole expense, the crossing signal equipment and the new crossing surface described in the scope of work herein, and upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I – SCOPE OF WORK

1. The term “Project” as used in this agreement includes any and all work related to the installation of crossing signals, activation equipment with advanced preemption circuitry, crossing surface, and relocation of the existing pole line at U.S. DOT crossing 028732U, more particularly described on Exhibit “A” and Exhibit “B” which are attached hereto and incorporated herein, including, but not limited to, any and all changes to telephone, telegraph, signal and electrical lines and appurtenances, installation of advance warning signs and pavement marking stop bars, installation of any new crossing surface, temporary and permanent track work, fencing, grading, alterations to or new construction of drainage facilities, preliminary and construction engineering and contract preparation.

ARTICLE II – RAILROAD OBLIGATIONS

In consideration of the covenants of AGENCY set forth herein and the faithful performance thereof, RAILROAD agrees as follows:

1. The RAILROAD will, using its own labor forces under applicable labor agreements, install the Crossing Signal Equipment and the new crossing surface at Geer Road. The work will be performed at AGENCY’s expense and in accordance with the Manual on Uniform Traffic Control Devices (hereinafter called “MUTCD”) and the plans and specifications approved by AGENCY and the Federal Highway Administration. The plans and specifications are attached to this Agreement as Exhibit “B” and incorporated herein.

2. A ~~detailed~~ placeholder estimate of RAILROAD’S construction engineering, installation labor (including the costs, if any, of electrical service from a public utility) and material costs required for the Project are attached hereto as Exhibit “C” and incorporated herein. In the event construction for the Project has not commenced within six (6) months following the effective date of this Agreement, RAILROAD may, in its sole and absolute discretion, revise the cost estimates set forth in said Exhibit “C”. In such event, the revised cost estimates will become a part of this Agreement as though originally set forth herein. Any item of work incidental to the items listed on Exhibit “C” not specifically mentioned therein may be included as a part of this Agreement upon written approval of AGENCY, which approval will not be unreasonably withheld.

3. RAILROAD will furnish all labor, materials, tools and equipment for the railroad portion of the work required for the construction of the Project.

4. The RAILROAD will, at AGENCY’S expense, dispose of all scrap from the RAILROAD’S work hereunder.

5. The RAILROAD will finalize and complete billing of all incurred costs under this Agreement no later than one (1) year following installation of the Crossing Signal Equipment and the new crossing surface.

ARTICLE III – AGENCY OBLIGATIONS

In consideration of the covenants of RAILROAD set forth herein and the faithful performance thereof, AGENCY agrees as follows:

1. AGENCY must perform, at AGENCY'S expense, the following work:
 - a) Installation of a pavement marking stop bar in accordance with the MUTCD.
 - b) Installation of advance warning signs in accordance with the MUTCD.
2. The AGENCY will approve the location of the signals and signal bungalow prior to installation by RAILROAD.
3. Actual costs for engineering, materials and labor (including third party charges for the installation of electrical service) associated with the installation of the Crossing Signal Equipment and the new crossing surface must be paid by the AGENCY (including taxes, such as applicable sales and use taxes, business and occupation taxes, and similar taxes).
4. In the event the services of a consultant are needed after execution of this Agreement due to any exigency of the RAILROAD and the Project, the AGENCY and the RAILROAD will mutually agree, in writing, as to the selection of a consultant and the applicable scope of work to be performed by such consultant. All work performed hereunder by any consultant and any resulting costs must be paid by AGENCY as a part of the costs for the Project.
5. During the installation of the Crossing Signal Equipment and the new crossing surface, RAILROAD will send AGENCY progressive invoices detailing the costs of the work performed by RAILROAD under this Agreement. AGENCY must reimburse RAILROAD for completed force-account work within thirty (30) days of the date of the invoice for such work. Upon completion of the Project, RAILROAD will send AGENCY a detailed invoice of final costs, segregated as to labor and materials for each item in the recapitulation shown on Exhibit "C". Pursuant to this section, AGENCY must pay the final invoice within ninety (90) days of the date of the final invoice. RAILROAD will assess a finance charge of .033% per day (12% per annum) on any unpaid sums or other charges due under this Agreement which are past its credit terms. The finance charge continues to accrue daily until the date payment is received by RAILROAD, not the date payment is made or the date postmarked on the payment. Finance charges will be assessed on delinquent sums and other charges as of the end of the month and will be reduced by amounts in dispute and any un-posted payments received by the month's end. Finance charges will be noted on invoices sent to AGENCY under this section. **For purposes of computing the time limits prescribed by Section 911.2 of the California Government Code for the presentment of a claim against the Agency the cause of action for failure to reimburse**

BNSF for the costs of the Railroad work performed by it pursuant to this Agreement shall be deemed to have accrued one hundred and eighty (180) days of the date of the final invoice.

6. INTENTIONALLY LEFT BLANK

7. The AGENCY must have advance railroad crossing warning signs and standard pavement markings in place at the crossing shown on Exhibit "A" (if the same are required by the MUTCD) prior to the acceptance of this Project by the AGENCY. The AGENCY assumes full responsibility for the maintenance of advance warning signs and pavement markings and agrees to hold harmless and indemnify the RAILROAD for any claims, damages or losses, in whole or in part, caused by or due to the AGENCY'S failure to maintain the advance warning signs and markings or other requirements of the MUTCD.

8. The AGENCY must give RAILROAD'S Manager of Public Projects written Notice to Proceed with the railroad portion of the work after receipt of necessary funds for the Project. BNSF will not begin the railroad work (including, without limitation, procurement of supplies, equipment or materials) until written notice to proceed is received from Agency.

9. The AGENCY agrees to provide, to the BNSF Manager of Evidence Preservation, such Project documentation and records as are agreed to between the parties including: any Project applications; any letters of approval and/or authorization forms (eg. PR-1240 or the equivalent); any and all payment Voucher forms requesting FHWA reimbursement (eg. PR-20 or the equivalent) or any other such Project authorizations or funding records as BNSF may request from time to time. Such records will be provided by the Agency to BNSF on a mutually agreeable schedule or within two (2) months after such records are generated or received by the AGENCY. Section 130 Documentation shall be provided to BNSF if one of the following manners:

Manager Evidence Preservation
2600 Lou Menk Drive, AOB-3
Fort Worth, Texas 76131

Or Electronically to:

Manager Evidence Preservation

Section130@bnsf.com

ARTICLE IV- JOINT OBLIGATIONS

In consideration of the mutual covenants of the parties contained herein and the premises, the parties mutually agree as follows:

1. All cost records of the RAILROAD pertaining to the Project will be open to inspection and audit at any reasonable time by representatives of the AGENCY (including the legislative auditor and fiscal analyst for the AGENCY) and the Federal Highway Administration for a period of not less than three (3) years from the date of the final RAILROAD invoice under this Agreement.
2. Upon completion of the installation of the Crossing Signal Equipment and the new crossing surface the RAILROAD, will, at its sole cost and expense, operate and maintain the Crossing Signal Equipment and the new crossing surface in proper condition.
3. Notwithstanding the preceding provision, if any regulations, ordinances, acts, rules or other laws subsequently passed or amended by the AGENCY or any other appropriate governmental or legislative authority increase the AGENCY'S portion of maintenance costs under this Agreement, RAILROAD will receive the benefit of any such regulations, ordinances, acts, rules or other laws and the AGENCY'S increased portion of maintenance costs will be incorporated into and made a part of this Agreement.
4. If a railway or a highway improvement project necessitates rearrangement, relocation, or alteration of the Crossing Signal Equipment or the new crossing surface installed hereunder, the costs for such rearrangement, relocation or alteration will be the responsibility of the party requesting such changes.
5. If any of the Crossing Signal Equipment is partially or wholly destroyed, then such repair and/or replacement costs must be distributed among the parties as follows:
 - a) In the event the RAILROAD's sole negligence destroys or damages the Crossing Signal Equipment, RAILROAD must reimburse AGENCY for the costs to replace or repair such Crossing Signal Equipment.
 - b) In the event the Crossing Signal Equipment is damaged or destroyed by any other cause, AGENCY must, at its sole cost and expense, replace or repair such Crossing Signal Equipment.
6. If the Crossing Signal Equipment installed hereunder cannot, through age, be maintained, or, by virtue of its obsolescence, requires replacement, the cost of installation of new crossing signal equipment will be negotiated by the parties hereto on the basis of the current Federal Aid Railroad Signal Program participation and applicable AGENCY at the time of such replacement is warranted.
7. This Agreement will inure to the benefit of and be binding on the parties hereto, their successors, and assigns.
8. In the event any paragraph contained in this Agreement or any item, part, or term within any particular paragraph is determined by a court of competent jurisdiction to be invalid or unenforceable, the validity of the remaining paragraphs or items will not be affected; and the rights and obligations of the parties will be construed and enforced as if this Agreement did not contain that particular paragraph or item held to be invalid or unenforceable.

9. This Agreement may be signed in counterparts, any one of which will be deemed to be an original. The parties further agree that any facsimile copy of a party's signature is valid and binding to the same extent as an original signature.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BNSF RAILWAY COMPANY

By: _____

Printed Name: _____

Title: _____

STANISLAUS COUNTY

By: _____

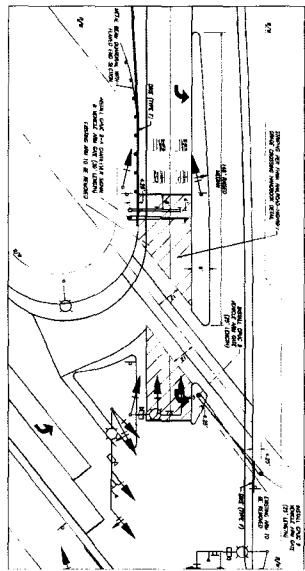
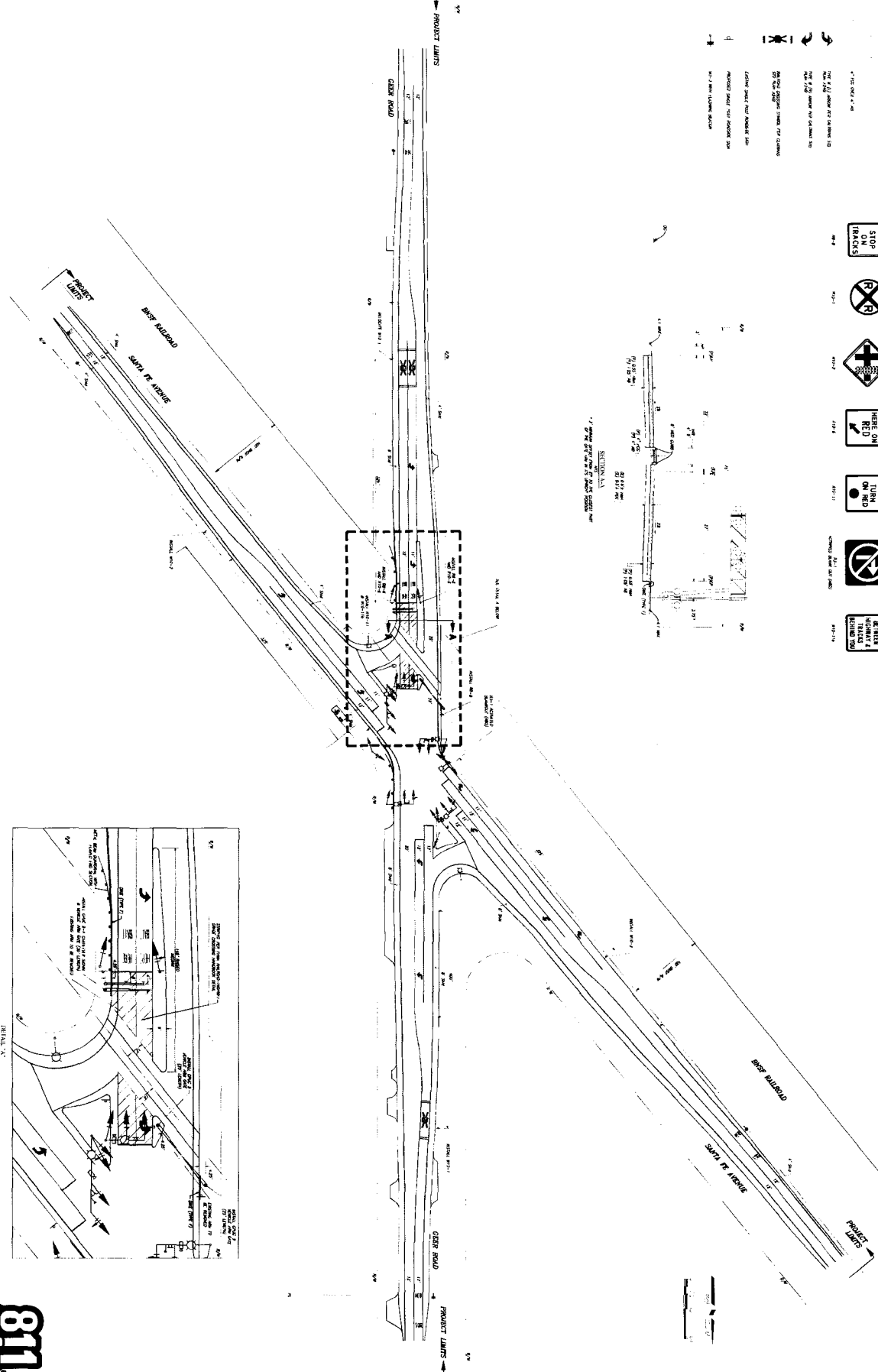
Printed Name: _____

Title: _____

**APPROVED AS TO FORM:
STANISLAUS COUNTY COUNSEL**

BY  _____
DATE: 4-11-17

Exhibit "A"



LEGEND

- PROPOSED SIGNAGE
- EXISTING SIGNAGE
- PROPOSED SIGNAGE LOCATION
- EXISTING SIGNAGE LOCATION
- PROPOSED SIGNAGE LOCATION
- EXISTING SIGNAGE LOCATION

- SIGN LEGEND**
- 9-34.1 STOP HERE ON RED
 - 9-34.2 NO TURN ON RED
 - 9-34.3 SO BEET REBUILT TRAFFIC SIGNALS
 - 9-34.4 DO NOT STOP ON TRACKS
 - 9-34.5 PROCEED
 - 9-34.6 STOP HERE ON RED
 - 9-34.7 NO TURN ON RED
 - 9-34.8 SO BEET REBUILT TRAFFIC SIGNALS



CP 1 SHEETS

SHEET NUMBER	1
TITLE	
DATE	
SCALE	
STATUS	
DESIGNED BY	
DRAWN BY	
CHECKED BY	
APPROVED BY	
CAD FILE	
DATE	
SCALE	
STATUS	

PROJECT IMPROVEMENT CONCEPT PLAN
GEER ROAD AND SANTA FE AVENUE INTERSECTION IMPROVEMENTS
STANISLAUS COUNTY, CALIFORNIA



STANISLAUS COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING AND OPERATIONS DIVISION
1716 MORGAN ROAD MCKESSTO, CA 95658

PREPARED UNDER THE DIRECTION OF:

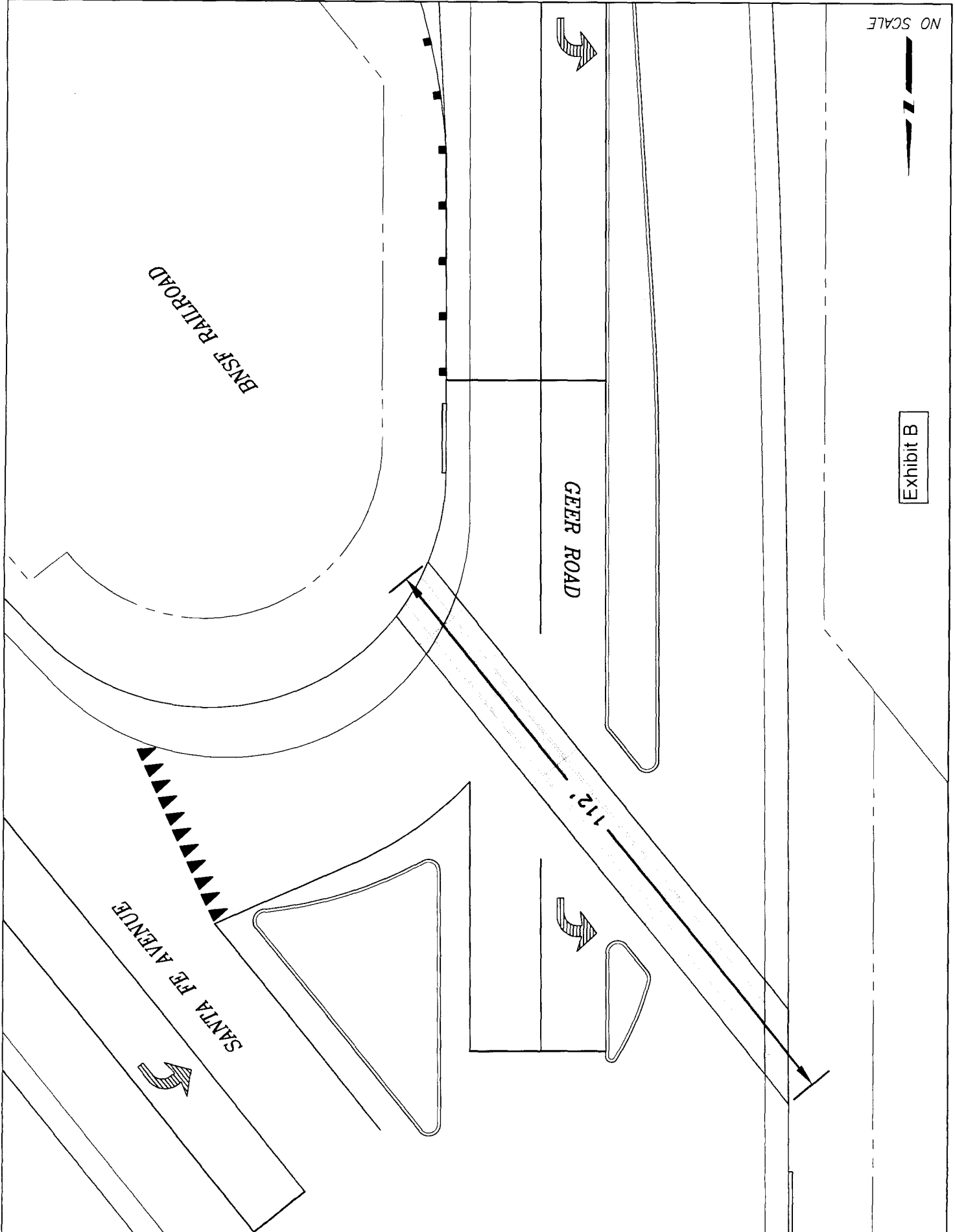
NOT FOR CONSTRUCTION	
NO	REVISIONS
DESCRIPTIONS	DATE APPROVED

Exhibit "B"

NO SCALE



Exhibit B



BNSF RAILROAD

GEER ROAD

SANTA FE AVENUE

112'

Exhibit "C"

BNSF SIGNAL LABOR AND MATERIAL ESTIMATE* \$500,000

BNSF SURFACE LABOR AND MATERIAL ESTIMATE* \$155,000

*Full BNSF estimates will be provided to the County when finalized.