



**BOARD OF SUPERVISORS
AGENDA LETTER**

Agenda Number:

Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Submitted on:
(COB Stamp)

Department Name: Public Works
Department No.: 054/02/02
For Agenda Of: 08/01/06
Placement: Administrative
Estimate Time:
Continued Item: NO
If Yes, date from:
Vote Required Majority

TO: Board of Supervisors

FROM: Department Director: Phillip M. Demery, Director, 568-3010
Public Works Department
Contact Info: Scott D. McGolpin, Deputy Director, 568-3064
Public Works Department – Transportation Division

SUBJECT: Execute Agreement with Union Pacific Railroad for Improvements to Floradale Avenue
Railroad Crossing, 3rd Supervisorial District, County Project No. 810524

County Counsel Concurrence:

As to form/legality: Yes No N/A

Auditor-Controller Concurrence:

As to form: Yes No N/A

Recommended Action(s):

That the Board of Supervisors:

Execute the agreement between Union Pacific Railroad Company, a Delaware Corporation and the County of Santa Barbara to reimburse the Railroad for fifty (50%) percent of Railroad's actual labor and material costs associated with the construction of improvements to the existing Floradale Avenue Railroad crossing in conjunction with County Project No. 810524

Summary:

This agreement facilitates necessary repairs to the at grade railroad crossing on Floradale Avenue between Ocean Avenue and 1.0 mile North of Ocean Avenue. The existing railroad crossing is in need of repair as the roadway and the rail crossing are failing at this location. Union Pacific Railroad has agreed to furnish all labor, equipment, and supervision for the installation of upgrades to the existing crossing. The upgrades consist of the removal of the existing asphalt concrete, which has failed and installing precast concrete members between the rail tracks to provide a solid driving surface for the traveling public and Union Pacific Railroad. The County will be responsible for traffic control on Floradale Avenue during the construction. The repairs will benefit both the County's roadway and Union Pacific Railroad's crossing, therefore the cost of the repairs will be borne equally between the County and Union Pacific Railroad. These repairs will take place during the construction of the County's Road Rehabilitation Project for Floradale Avenue. The repairs on Floradale Avenue will consist of

Subject: Construction of 2005/2006 RSTP Augmentation Road Rehabilitation (Asphalt Concrete Overlay SAMI) in the 3rd Supervisorial District of Santa Barbara County, Project No. 810524

repairing the existing pavement by removing and repairing failed areas, cold planing and placement of a Type B Asphalt Concrete over a leveling course and a Stress Absorbing Membrane Interlayer (SAMI).

Background:

The roadway repairs to Floradale Avenue were included as part of the 2004 State Transportation Improvement Program Roadway Rehabilitation Project for which the County received partial funding for in Fiscal Year 2005/06. Your Board Approved the CEQA Notice of Exemption and the Project on 12/06/05. The total cost for the repairs to the crossing is \$111,944.00, of which the County is responsible for \$55,972.00.

Fiscal and Facilities Impacts:

The funding for this agreement is provided by the 2005/2006 Regional Surface Transportation Program (RSTP) and is budgeted in Fund 0015, Org. Unit 0001, Program 2900, Department 054 and Account 7510.

Budgeted: Yes No

Fiscal Analysis

<u>Funding Sources</u>	<u>Current FY Cost:</u>	<u>Annualized Cost:</u>	<u>Total Project Cost</u>
General Fund	\$0.00	\$0.00	\$0.00
State	\$0.00	\$0.00	\$0.00
Federal	\$0.00	\$0.00	\$0.00
Fees	\$0.00	\$0.00	\$0.00
Other: Meas. D	\$0.00	\$0.00	\$0.00
Other: RSTP	\$55,972.00	\$0.00	55,972.00
Total:	\$55,972.00	\$0.00	55,972.00

Narrative:

Staffing Impact(s):

Legal Positions:

FTEs:

Special Instructions:

Please return all 3 copies of the executed agreement with a certified stamped minute order to Public Works, Transportation Division, Engineering Section Attn: Beverly Cross (ext. 3094). Once the agreement has been fully executed, an original copy will be sent to the Clerk’s Office for your records.

Attachment:

- A) Reimbursement agreement.
- B) Estimate material and force account work.

Authored by: Jonathan P. Fernandez, Project Manager, 568-3043

Improvements to Existing Public Road At Grade Crossing
For **Floradale Road, DOT 745417F**
M.P. 7.39 Lompoc Industrial Lead
Santa Barbara County, California

THIS AGREEMENT, executed in duplicate this ___ day of _____, 2006, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (hereinafter the "Railroad"), and County of Santa Barbara, a municipal corporation of the State of California (hereinafter the "Political Body"), WITNESSETH:

RECITALS:

The Political Body has requested the Railroad to improve the existing **Floradale Road** crossing, at grade, along, over and across the Railroad's track and right of way at Mile Post 7.39, **Lompoc Industrial Lead, DOT No. 745417F**, near the City of **Lompoc, Santa Barbara County, California** to which the Railroad is agreeable, but solely upon terms and conditions hereinafter set forth.

AGREEMENT:

NOW THEREFORE, in consideration of the premises and of the promises and conditions hereinafter set forth, the parties hereto agree as follows:

1. The Railroad shall furnish all labor, material, equipment and supervision for, and shall (a) remove the existing asphalt crossing, (b) install a 40 ft. precast concrete crossing, (c) field weld rail, (d) relay track at crossing with 136# rail, (e) renew the crossties, and (f) surface the track with new ballast, all at the intersection of the Railroad's **Lompoc Industrial Lead** mail line with **Floradale Road** at Mile Post 7.39 in **Lompoc, Santa Barbara County, California**.

2. The Political Body agrees to reimburse the Railroad for fifty percent (50%) of Railroad's actual total labor and material costs associated with the work and materials described in Section 1 above. The Railroad estimates that Political Body's share of such cost shall be **fifty-five Thousand nine Hundred and seventy-two Dollars (\$55,972.00)**, as set forth in Estimate of Material and Force Account dated April 19, 2006 marked **Exhibit A**, hereto attached and hereby made a part hereof. During the performance of such work the Railroad will provide progressive billing to Political Body based on Railroad's actual costs. Actual costs to the Railroad shall include customary additives to materials, services and labor provided by the Railroad. Within 120 Days after Railroad has completed its work, the Railroad will submit a final billing to Political Body for any balance owed. Political Body shall pay the Railroad within thirty (30) days of its receipt of all bills submitted by the Railroad.

3. The Railroad, at its cost, shall maintain the crossing between the track tie ends. If, in the future, the Political Body elects to have the surfacing material between the track tie ends replaced with some surfacing material other than timber planking, the Railroad, at the Political Body's expense, shall install such replacement surfacing.

4. The Political Body, at its sole cost and expense, shall provide all traffic control including full roadway closure, barricades, and all detour signing for the crossing work, provide all labor, material and equipment to install concrete or asphalt street approaches, and if required, will install advanced warning signs, and pavement markings in compliance and conformance with the Manual on Uniform Traffic Control Devices.

5. If Political Body's contractor(s) is/are performing any work described in Section 4 above, then the Political Body shall require its contractor(s) to execute the Railroad's standard and current form of Contractor's Right of Entry Agreement. Political Body acknowledges this requirement and will inform its contractor(s) of the need to execute the Agreement. Under no circumstances will the Political Body's contractor(s) be allowed onto the Railroad's premises without first executing the Contractor's Right of Entry Agreement.

6. Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Political Body or its contractor(s) shall telephone the Railroad during normal business hours (7:00 a.m. to 9:00 p.m., Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour number, 7 day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by the Political Body or its contractor(s). If it is, Political Body or its contractor(s) will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

7. The Political Body, for itself and for its successors and assigns, hereby waives any right of assessment against the Railroad, as an adjacent property owner, for any and all improvements made under this agreement.


8. Covenants herein shall inure to or bind each party's successors and assigns; provided, no right of the Political Body shall be transferred or assigned, either voluntarily or involuntarily, except by express written agreement acceptable to the Railroad.

9. The Political Body shall, when returning this agreement to the Railroad (signed), cause same to be accompanied by such Order, Resolution, or Ordinance of the governing body of the Political Body, passed and approved as by law prescribed, and duly certified, evidencing the authority of the person executing this agreement on behalf of the Political Body with the power so to do, and which also will certify that funds have been appropriated and are available for the payment of any sums herein agreed to be paid by Political Body.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date and year first hereinabove written.

UNION PACIFIC RAILROAD COMPANY

Approved as to form

Approved as to Form

Assistant General Solicitor

By _____
Title: _____

ATTEST:

County of Santa Barbara

City Clerk

By _____
Title: _____

Pursuant to Resolution/Order
dated _____,
hereto attached.

A.E.R
 APR 19 2006

DATE: 2006-04-19

ESTIMATE OF MATERIAL AND FORCE ACCOUNT WORK
 BY THE
 UNION PACIFIC RAILROAD

DESCRIPTION OF WORK:
 RECOLLECTIBLE ROAD CROSSING / LOMPOC IND LD / MP 7.39
 FLORADALE RD, 50 % UPRR AND 50 % CITY OF LOMPOC CA.
 RENEW OR REPLACE (40) TF OF CONCRETE CROSSING, UNLOAD (2) CARS OF BALLAST
 SURFACE AND LINE TRACK(S), AS NOTED IN SCOPE OF WORK.
 MISC SIGNAL WORK.

PID: 56009 AWO: MP, SUBDIV: 7.39, LOMPOC
 SERVICE UNIT: 20 CITY: SURF STATE: CA

DESCRIPTION	QTY	UNIT	LABOR	MATERIAL	RECOLL	UPRR	TOTAL
ENGINEERING WORK							
ENGINEERING			3029		1514	1515	3029
TOTAL ENGINEERING			3029		1514	1515	3029
SIGNAL WORK							
LABOR ADDITIVE 232%			1796		898	898	1796
MATL STORE EXPENSE				1		1	1
SALES TAX				2	1	1	2
SIGNAL			928	51	489	490	979
TOTAL SIGNAL			2724	54	1388	1390	2778
TRACK & SURFACE WORK							
BALAST	2.00	CL	2134	1164	1649	1649	3298
BILL PREP				900	450	450	900
DISPOSAL OF MATERIAL				2500	1250	1250	2500
FIELD WELD			162		81	81	162
HOMELINE FREIGHT				900	450	450	900
LABOR ADDITIVE 232%			44839		22419	22420	44839
MATL STORE EXPENSE				324	161	163	324
OTM			1693	3740	2716	2717	5433
RAIL	160.00	LF	2293	2737	2514	2516	5030
RDXING	40.00	TF	9995	6116	8055	8056	16111
SALES TAX				657	328	329	657
SAW CUT STREET APPROACH				500	250	250	500
TRK-SURF, LIN			3159		1579	1580	3159
WELD			5246	267	2756	2757	5513
XTIE	55.00	EA	14374	2452	8412	8414	16826
TOTAL TRACK & SURFACE			83895	22257	53070	53082	106152
LABOR/MATERIAL EXPENSE			89648	22311			
RECOLLECTIBLE/UPRR EXPENSE					55972	55987	
ESTIMATED PROJECT COST							111959
EXISTING REUSEABLE MATERIAL CREDIT					0		
SALVAGE NONUSEABLE MATERIAL CREDIT					0		
RECOLLECTIBLE LESS CREDITS							

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF MATERIAL OR LABOR REQUIRED, UPRR WILL BILL FOR ACTUAL CONSTRUCTION COSTS AT THE CURRENT EFFECTIVE RATE.

Exhibit A