City of FRESNO **REPORT TO THE CITY COUNCIL**

AGENDA ITEM NO.	1L
COUNCIL MEETING	11/27/07
APPROVED BY	
DEPARTMENT DIRECTOR	
CITY MANAGER	

November 27, 2007

Presented to City Council
Date 11/27/07
Disposition see approved, Res 2007-383

FROM: PATRICK N. WIEMILLER, Public Works Director
Public Works Department

BY: SCOTT L. MOZIER, PE, Assistant Director/Interim City Engineer
Public Works Department

SUBJECT: APPROVAL OF AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION REGARDING GRANT-FUNDED RAILROAD CROSSING IMPROVEMENTS AND STREET MODIFICATIONS AT THE CROSSINGS OF THE BURLINGTON NORTHERN SANTA FE RAILROAD AND WEST AVENUE, PALM AVENUE AND OLIVE AVENUE (PROPERTY LOCATED IN DISTRICTS 1, 3 AND 7)

ADOPT A RESOLUTION ADOPTING THE 45TH AMENDMENT TO THE ANNUAL APPROPRIATION RESOLUTION NO. 2007-214 TO APPROPRIATE $755,500 FOR RAILROAD CROSSING SAFETY IMPROVEMENTS AT THREE BNSF CROSSINGS IN FRESNO

KEY RESULT AREA

One Fresno

RECOMMENDATION

1. Staff recommends that the Council approve agreements with the California Department of Transportation (Caltrans) regarding grant-funded railroad crossing improvements and street modifications at the crossings of the Burlington Northern Santa Fe (BNSF) Railroad and West Avenue, Palm Avenue and Olive Avenue; and authorize the Public Works Director or City Engineer to execute the agreements on behalf of the City.

2. Adopt a Resolution adopting the 45th Amendment to the Annual Appropriation Resolution No. 2007-214 to appropriate $755,500 for Railroad Crossing Safety Improvements at three BNSF crossings in Fresno

EXECUTIVE SUMMARY

Three existing at-grade railroad crossings of the BNSF railroad tracks and West Avenue, Palm Avenue and Olive Avenue have been selected for safety improvements by the California Public Utilities Commission (CPUC) and the Caltrans Division of Rail. The Section 130 program provides 100% of the funds required for the railroads and cities to improve crossing safety. Staff

*SUBJECT TO MAYOR'S VETO

from the California Public Utilities Commission/Rail Safety Division (CPUC), Caltrans Division of Rail, the City of Fresno and the BNSF Railroad have agreed on the scope of work and cost estimates for the work, as reflected in the proposed agreements between the City and State. The agreements have been reviewed as to form by the City Attorney's Office. Upon execution of the agreements, the State will provide the City and BNSF their notices to proceed, after which the safety improvement projects may begin. It is anticipated that the work will require several months to complete.

KEY OBJECTIVE BALANCE

The recommended action promotes Financial Management by the City accepting State funds for these improvements. The action promotes Customer Satisfaction and Employee Satisfaction by improving safety at the crossing and minimizing the potential for accidents between trains and vehicular traffic.

BACKGROUND

As provided by Title 23, United States Code, Section 130 (23 U.S.C. 130), the Section 130 Program provides Federal funds for the elimination of hazards at existing at-grade highway-rail crossings (crossings). The purpose of Section 130 Program is to reduce the number, severity and potential of hazards to motorists, bicyclists, and pedestrians at crossings. The Section 130 program is a cooperative effort between the Federal Highway Administration (FHWA), California Department of Transportation (Caltrans), California Public Utilities Commission (Commission), railroad companies and local agencies. The Section 130 funds are distributed to each State based on Federal formulas and then administered in California by the CPUC and Caltrans Division of Rail.

Crossings are selected for inclusion in the State-wide funding list based on their hazard potential. There are a number of sources the Commission staff uses to identify crossings that present a high hazard potential. These include the Federal Railroad Administration's (FRA) Web Accident Prediction System, crossing accident history and trends, the Commission's crossing database, Commission staff, local agencies, and railroads. Commission staff reviews each identified crossing. The review determines which crossings are considered for Section 130 funds. This is based upon such factors as the Federal program requirements, eligibility criteria, and if there are improvements which can be made to reduce hazards that are covered by the Section 130 program.

Each year, Public Works engineers participate with the railroads and CPUC staff in an all-day diagnostic field review of every crossing in the City of Fresno that is eligible for funding. These crossings are then given a priority ranking by the CPUC based on several factors, including the US Department of Transportation (U.S. DOT) Accident Prediction Formula. Due to the finite amount of funding, the final priority list is created based on the highest ranking crossings. Commission staff annually provides the updated priority list of projects to Caltrans. Caltrans is then responsible for developing contracts. Caltrans uses the final priority list to obligate funding in order of priority.

Caltrans Division of Rail has worked with City staff to finalize the contractual agreements for the three crossings. BNSF is contracting directly with Caltrans for work in railroad right-of-way including installation of standard gates and warning devices. The City's agreement with Caltrans Division of Rail provides funding for the City to install median islands and restripe the roadway in order that a railroad gate arm may be installed in the median for safety purposes. At the Palm Avenue/BNSF crossing, the improvements will also include an upgrade to the Palm/Dakota traffic signal for protected left turn phasing and the current CPUC standard of railroad signal preemption. Depending upon availability of City street maintenance crews at the time the railroad is ready to begin; the work will either be performed by City crews or bid out to private contractors.

FISCAL IMPACT

Funding of improvements at each railroad crossing will come from Federal or State grants administered by the Caltrans Division of Rail and will not require any matching funds from the City.

PNW/SLM/eam
BNSF Railroad Crossings Agrmts & AAR 11-27-07

Attachments: "A" – Proposed Agreements
"B" – Resolution Adopting the 45th Amendment to Annual Appropriations Resolution No. 2007-214

IL
11/27/07

CITY OF FRESNO
City Clerk's Office (Original)

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Contract No: 75LX055
Sheet 1 of 10
August 20, 2007

Source		Charge		EA	Pre fix	Subjob	Object	Amount	FY	Enc Code	Encumbrance Doc No
Dist	Unit	Dist	Unit								
13	804	13	804	13240238(L)			6042	$328,964.00	06		75LX055

Item	Chapter	Statutes	Fiscal Year
2660-102-890	38	2005	05/06

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: [signature] Date: 1/11/08

SERVICE CONTRACT NO: **75LX055**
PROJECT NUMBER: **STPLR-7500(023)**

The numbers above are to be placed on all invoices

LOCAL AGENCY: City of Fresno
ADDRESS: 2600 Fresno Street
Fresno, CA 93721-3623
Phone 559-498-8706

SACRAMENTO, CALIFORNIA

Effective Date of Contract: August 20, 2007
Expiration Date of Contract: June 30, 2009

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 City of Fresno, at the grade crossing located at the intersection of Palm Avenue and BNSF Railway Company (hereinafter referred to as **Railroad**) tracks, CPUC No. 002-1001.90, Federal No. 028582N. 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:	$328,964.00
25%:	
TOTAL PROJECT COST:	**$328,964.00**
Local Agency Share 0%	$0.00
Federal Share 100%	$328,964.00
TOTAL AMOUNT OF THIS CONTRACT:	**$328,964.00**

*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 [signature] Branch Chief

Approved [signature] Office Chief

Date

CITY OF FRESNO

By [signature]

Title Assistant Public Works Director

Date 11/28/07

Approved as to Form Department Attorney

APPROVED: Caltrans Legal mg 06/23/2006

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 statue 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 $ 328,964.00.

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, 2009. Expiration of this Contract does not release any party hereto from any ongoing performance requirements agreed to herein.

Exhibit A
Fed Xing ID: **028582N**
CPUC ID: **002-1001.90**
Scope of Work

Install raised concrete median islands on both crossing approaches. The median will be nine point four feet wide, and approximately ninety feet in length to the north and one hundred and three feet in length to the south.

Install concrete sidewalk on the northwest quadrant. In the southwest quadrant remove the asphalt sidewalk area and install a concrete sidewalk. Install one additional concrete surface panel on the west side for the sidewalk area.

Modify the traffic signal system. Install a left-turn phase for northbound traffic and alter the preemption mode to eliminate the current flashing red system.

Exhibit A

Fed Xing ID: **028582N**

CPUC ID: **002-1001.90**

Cost Estimate

CITY OF FRESNO - ***DEPARTMENT OF PUBLIC WORKS*** (REVISED)

PROJECT NAME: PALM AVENUE
DESCRIPTION: Palm Avenue R.R. Crossing Improvement at Dakota Avenue
PROJECT ID: FUND ORG

APPROVED:

PREPARED BY: TB DATE 7/26/2007
CHECKED BY: MJ DATE

BD Capital Mgmt.
SM Design Services
Transportation

PRELIMINARY ENGINEER'S ESTIMATE

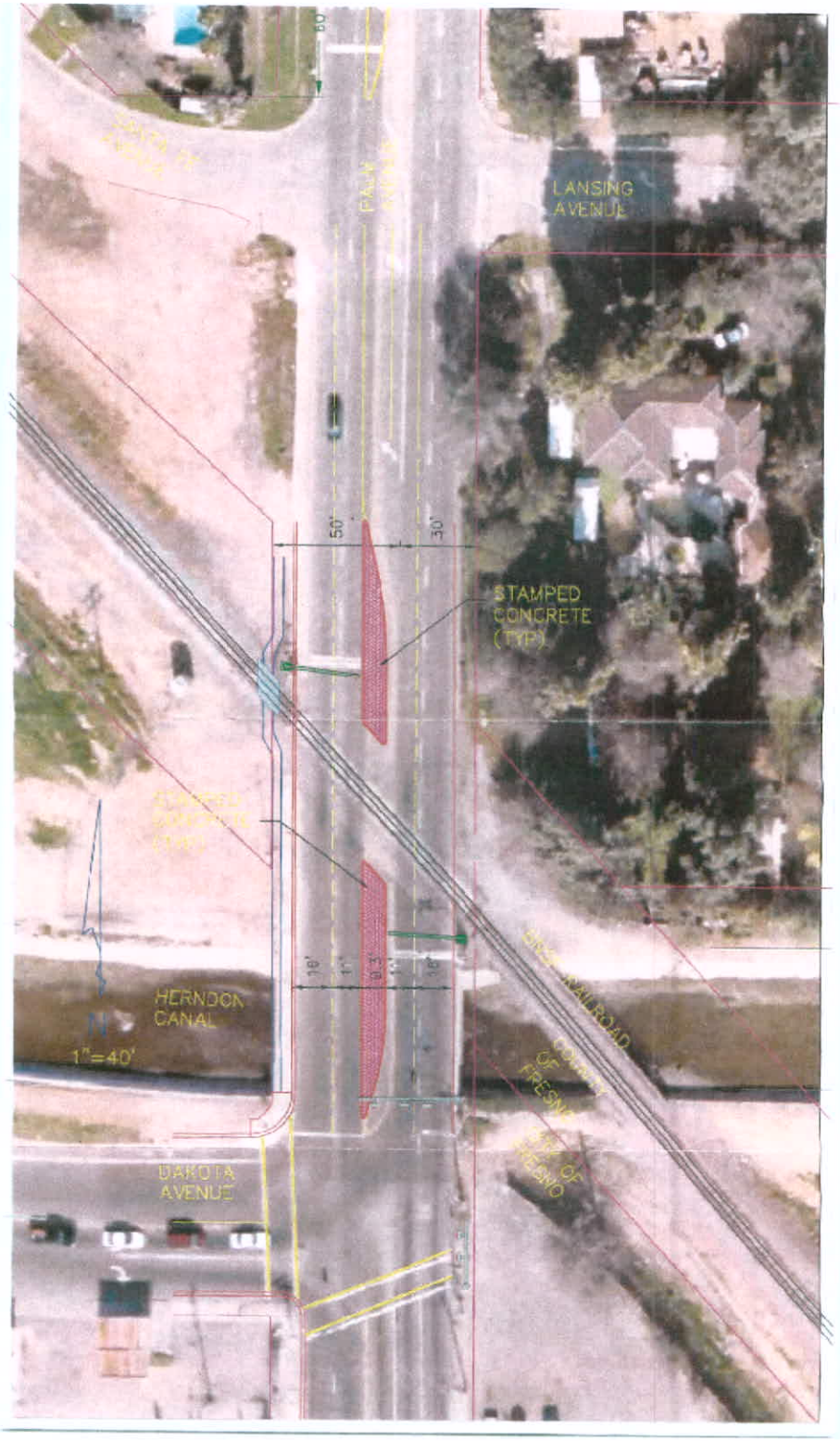
ITEM NO.	QUANTIT	UNIT	DESCRIPTION OF WORK		UNIT COST	TOTAL
1	L.S.	L.S.	MOBILIZATION	4.0%	LUMP SUM	$9,100.00
2	L.S.	L.S.	SWPPP IMPLEMENTATION	4.0%	LUMP SUM	$9,100.00
3	L.S.	L.S.	TRAFFIC CONTROL	4.0%	LUMP SUM	$8,800.00
			GRADING & DEMOLITION			
4	L.S.	L.S.	DUST CONTROL		1,000.00	$1,000.00
5	40	C.Y.	ROADWAY EXCAVATION		75.00	$3,000.00
			PAVEMENT			
6	102	S.Y	COLD PLANE A.C PAVEMENT		$ 20.00	$2,040.00
7	409	L.F.	SAWCUT A.C. PAVEMENT		$ 2.00	$818.00
8	18	TON	7"A.C. THICK LIFT		$ 100.00	$1,800.00
			CURB, GUTTER & SIDEWALK			
9	394	L.F.	CONCRETE MEDIAN CURB 8"		$ 18.00	$7,092.00
10	195	S.F.	CONCRETE SIDEWALK (3.5" THICK)		$ 8.00	$1,560.00
10	1,329	S.F.	STAMPED CONCRETE MEDIAN ISLAND		$ 16.00	$21,264.00
			SIGNALS, LIGHTING, SIGNING & STRIPING			
28	1	L.S.	TRAFFIC SIGNAL (NEW)		LS	$180,000.00
29	L.S.	L.S.	TRAFFIC SIGNAL (MODIFY)			$0.00
30	2	EA	TYPE K-1 MARKER		$ 25.00	$50.00
11	2	EA	SIGNS AND POST		$ 150.00	$300.00
12	120	L.F.	STRIPING THERMO PLASTIC		$ 4.00	$480.00
			CONSTRUCTION SUBTOTAL			$246,404.00
			CONTINGENCY	10%		$24,640.40
			CONSTRUCTION TOTAL			**$271,044.40**
			CONSTRUCTION MANAGEMENT			
			INSPECTION, STAKING & TESTING	10%		$27,104.44
			CONTRACT COMPLIANCE		LUMP SUM	$500.00
			PROJECT MGMT. - CONST. PHASE	1%		$2,710.44
			ENVIRONMENTAL PHASE			
			ENVIRONMENTAL TECHNICAL STUDIES		LUMP SUM	$500.00
			DESIGN PHASE			
			DESIGN INCLUDING SURVEY	10%		$27,104.44
			PROJECT GRAND TOTAL			**$328,963.72**

NOTE:
This PRELIMINARY engineer's estimate is an approximation of the probable cost of the proposed work based on previous competitive bids the City has received for similar work. It is not intended to be indicative of the final cost of the project. It is intended to represent a general magnitude of the cost of a competitively bid project. It is not intended to represent the cost of a project completed by City crews. Plans and specifications must be completed, based upon a field survey of site conditions, prior to preparation of a FINAL engineer's estimate.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Contract No: 75LX055
Sheet 10 of 10
August 20, 2007

Exhibit A
Fed Xing ID: **028582N**
CPUC ID: **002-1001.90**
Drawing



APPROVED: Caltrans Legal mg 06/23/2006

DEPARTMENT OF TRANSPORTATION
DIVISION OF RAIL
1120 N STREET
P. O. BOX 942874 – MS 74
SACRAMENTO, CA 94274-0001
PHONE (916) 654-7076
FAX (916) 653-4565
TTY 771

RECEIVED
2008 JAN 31 PM 2:45
CITY OF FRESNO
PUBLIC WORKS DEPT

Flex your power!
Be energy efficient!

January 25, 2008

City of Fresno
Mr. Scott Mozier
2600 Fresno Street, 4th Floor
Fresno, CA 93721

Dear Mr. Mozier:

Enclosed is your executed Service Contract No. 75LX055. The California Department of Transportation, Division of Rail (Caltrans), 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) 654-7076.

Sincerely,

Ken Galt

KEN GALT, Chief
Railroad Crossing Safety Branch

Enclosure

c: John Stilley, BNSF

PW00470 – Palm/BNSF Crossing