



Office of the City Manager

CONSENT CALENDAR  
February 23, 2021

To: Honorable Mayor and Members of the City Council

From: Dee Williams-Ridley, City Manager

Submitted by: Liam Garland, Director, Department of Public Works

Subject: Agreements with Union Pacific for Reimbursement for Construction of Safety Improvements for Pedestrians, Cyclists and Vehicular Traffic

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to execute reimbursement agreements and any amendments with Union Pacific Railroad Company to cause the Pacific Railroad Company to construct all necessary elements of the Gilman Interchange Improvement Project within the railroad easement subject to reimbursement by the City for actual costs incurred in connection with traffic safety improvement work at Gilman Street and at Camelia Street railroad crossings.

FISCAL IMPACTS OF RECOMMENDATION

The City will use existing railroad quiet zone and safety improvement grant funds as the primary funding source to reimburse Union Pacific Railroad Company (UPRR) for safety improvements to be constructed at Gilman and Camelia crossings based on the reimbursement agreement and closure agreement (Attachments 1 and 2). Doing so increases the likelihood of achieving a future quiet zone in the area. Additional funds to support these improvements are designated to come from the Measure BB Local Streets and Roads Direct Local Distribution funds received by the City of Berkeley from Alameda County Transportation Commission (ACTC) in exchange for funding for a sewer line extension to the Tom Bates Sports Fields, which the City has requested be constructed by the interchange project. ACTC has agreed to construct the sewer line extension using City of Berkeley T1 Bond funds and will reimburse the City for an equivalent cost towards construction of the railroad crossing improvement. ACTC will reimburse the City for the grant funds and the equivalent of the T1 Bond funds so that the City can fully reimburse UPRR for their work to design and construct the railroad crossing improvements. This arrangement removes the need for a complex and time consuming three party agreement between UPRR, ACTC, and the City for the railroad crossing improvements, which could have significantly delayed the entire project.

Funding for these agreements will be recommended for appropriation through the Second Amendment to the FY 2021 Annual Appropriation Ordinance (AAO2) and as part of the FY 2022 & 2023 Biennial Budget Process for the total City costs of the crossing improvements as outlined below:

<b>Source of fund</b>	<b>Amount</b>
Fund 307-Railroad Safety and Quiet Zone grant (conceptual design phase)	\$270,000
Fund 307 - Railroad Safety and Quiet Zone City match (conceptual design phase)	\$30,000
Fund 307 - Railroad Safety and Quiet Zone grant (engineering design phase)	\$1,000,000
Fund 134 - Measure BB Local Streets and Roads Direct Local Distribution (City match)	\$500,000
Fund 511 - ACTC reimbursement credit equal to T1 Bond funds for Gilman Sewer line extension to Tom Bates Regional Sports Complex*	\$290,000
<b>Total City cost</b>	<b>\$2,090,000</b>
<b>Net City cost after grants and reimbursements</b>	<b>\$530,000</b>

\*ACTC will reimburse the City for payments to UPRR in an amount equal to the City's payment of T1 bond funds to ACTC for the extension of the sewer line on Gilman to the Tom Bate Regional Sports Complex.

#### CURRENT SITUATION AND ITS EFFECTS

I-80 Gilman Interchange Improvement Project, a City of Berkeley strategic goal, is progressing towards completion of 100% construction plans, with the goal of starting construction in Jun 2021. In addition to the interchange and roadway improvements to be constructed by a contractor under contract with Caltrans using designs and funds secured by ACTC, UPRR will be responsible for constructing all improvements within the existing railroad easement under a Construction and Maintenance Agreement with the City of Berkeley.

As part of the improvements for this project, enhanced pedestrian and bicycle crossings facilities will be constructed at the Gilman Street/UP railroad crossing, which include pedestrian and bicycle crossing gates, a shared bike and pedestrian path across the tracks, flashing signals, a new traffic signal at 4<sup>th</sup> St./Gilman Street intersection with signal interconnect to the railroad signals, and queue-cutter traffic loops. Also, as part of the safety improvements, the at-grade crossing of UP rail road corridor at Camelia Street will be closed to all types of traffic, allowing the City to bank credits towards a possible railroad quiet zone in the future. In order to construct these improvements the city needs to enter into a Construction and Maintenance agreement with UP. UP has already reviewed and approved the design plans, and has agreed to share the future maintenance of the crossing improvements in exchange for the planned improvements including the closure of the crossing at Camelia, which is a significant safety benefit sought by the Railroad.

Executing these agreements will support the City's Strategic Plan Goal of creating a resilient, safe, connected, and prepared City.

#### BACKGROUND

I-80 Gilman Interchange Project proposes to improve vehicle, pedestrian, and bicycle operations at the Interstate 80 (I-80) / Gilman Street interchange in northwest Berkeley. The existing intersection controls, roadway geometry, and the high volumes of local and regional traffic on Gilman Street result in poor traffic operation and non-motorized access at and near the interchange. The proposed interchange project seeks to:

- Simplify and improve navigation and traffic operations on Gilman Street between the West Frontage Road and 2nd Street through the I-80 interchange so that congestion is reduced, queues are shortened, and merging and turning conflicts are minimized;
- Improve access for the bikes/pedestrians traveling between the Bay Trail and northern Berkeley;
- Improve safety at Gilman Street intersections between West Frontage Road and 4<sup>th</sup> Street;
- Improve mobility in the Gilman Street corridor;
- Create a gateway into North Berkeley.

#### ENVIRONMENTAL SUSTAINABILITY

Improving pedestrian and bicycle access and safety for residents of Berkeley and adjacent communities encourages non-motorized access to Tom Bates Soccer Fields and the Bay Trail. This is expected to have a positive impact on the environment by reducing motorized traffic to these recreational destinations.

#### RATIONALE FOR RECOMMENDATION

In order to construct safety improvements within Union Pacific operating environment a construction and maintenance agreement is required by Union Pacific as well as California Public Utility Commission.

#### ALTERNATIVE ACTIONS CONSIDERED

None.

#### CONTACT PERSON

Hamid Mostowfi, Supervising Traffic Engineer (510) 981-6403  
Farid Javandel, Manager, Transportation Division (510) 981-7061

Attachment:

- 1: Resolution
- 2: Reimbursement Agreement for Gilman railroad crossing
- 3: Closure Agreement for Camelia railroad crossing

RESOLUTION NO. ##,###-N.S.

REIMBURSEMENT AGREEMENT WITH UNION PACIFIC RAILROAD

WHEREAS, I-80 Gilman Interchange Improvement Project, a City of Berkeley strategic plan goal, is progressing towards completion of 100% construction plans; and

WHEREAS, As part of the improvements for this project, enhanced pedestrian and bicycle crossings facilities need to be constructed at Gilman Street/Union Pacific Railroad crossing; and

WHEREAS, As part of the improvements for this project, Camelia Street at Union Pacific railroad crossing needs to be closed permanently and appropriate signage and fencing installed; and

WHEREAS, In order to construct these improvements the City needs to enter into a Construction and Maintenance agreements with Union Pacific Railroad; and

WHEREAS, Union Pacific Railroad has agreed to share future maintenance of the crossing in exchange for the planned improvements; and

WHEREAS, The City will use existing grant funds (Fund 307) for improvement of safety at railroad crossing as the primary funding source to reimburse Union Pacific Railroad for improvements done to the Gilman and Camelia crossing; and

WHEREAS, Additional funds to support these improvements are designated to come from the Measure BB Local Streets and Roads Direct Local Distribution funds (Fund 134) and T1 Bond Fund (Fund 511);

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that City Manager is authorized to execute a reimbursement agreement (Attachments 1 and 2) and any amendments with Union Pacific Railroad Company to cause sufficient funds to be appropriated through agreement with Alameda County Transportation Commission and Caltrans from funds for I-80 Gilman Interchange Project to reimburse UP and/or UP's third party consultant(s) for actual costs incurred in connection with traffic safety improvement work at Gilman St. and at Camelia St. intersections with UP rail road crossings.

**AUTHORIZATION AND REIMBURSEMENT AGREEMENT  
PUBLIC ROAD CROSSING IMPROVEMENTS—SURFACE, SIGNAL AND SIGNAL  
INTERCONNECT**

THIS AUTHORIZATION AND REIMBURSEMENT AGREEMENT (this "**Agreement**") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ ("**Effective Date**"), by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("**Railroad**"), and CITY OF BERKELEY, a municipal corporation or political subdivision of the State of California ("**Agency**").

**RECITALS**

In accordance with the terms and conditions of this Agreement, Agency and Railroad desire to improve the existing, at-grade crossing area (the "**Project**") along, over and across Railroad's track and Railroads operating property, as such crossing area is more particularly described on Exhibit A attached hereto (the "**Crossing Area**") For the purposes of clarity, the term "Railroad's operating property" or variations thereof as used in this Section and throughout this Agreement shall mean the property where the Railroad conducts common carrier freight rail operations and activities related thereto.

**AGREEMENT**

NOW THEREFORE, the parties hereto agree as follows:

1. Railroad agrees to perform (or cause to be performed) the Project work described on Exhibit B and, to the extent that the Project includes signal improvement work, Exhibit B-1 attached hereto (collectively, the "**Railroad Work**"). The Railroad, at Agency's expense pursuant to the terms and conditions of this Agreement, shall develop the plans and specifications for the signal improvement work, to include any signal wiring diagram(s), if applicable, for the proposed Project. The final 100% approved plans for the signal improvement work are incorporated herein by reference and such final plans shall become Exhibit B-1.
2. To the extent that the Project includes (a) the interconnection of Railroad's grade crossing warning devices with Agency's highway traffic control signals and (b) coordinating the operation of such signals (collectively, the "**Signal Interconnect Work**"), such interconnection and coordination work shall be performed pursuant to the terms set forth in Exhibit C.
3. Railroad's estimated cost for the Railroad Work is included, as applicable, on Exhibit D (Surface Work Estimate) and Exhibit D-1 (Signal Work Estimate) attached hereto (collectively, the "**Estimate**") and may include, without limitation, costs of engineering review, construction, inspection, flagging, procurement and delivery of materials, equipment rental, manpower and all direct and indirect overhead labor/construction costs, including Railroad's standard additive rates. Such standard additive rates may be subject to upward or downward adjustment based on industry

standards and practices, and the parties acknowledge and agree that any such adjustment to standard additive rates may be made retroactively. Along with the development of plans and specifications for the signal improvement work, the Railroad, at Agency's expense pursuant to the terms and conditions of this Agreement, shall develop the cost estimate for the signal improvement work for the proposed Project. The Railroad's cost estimate for the signal improvement work, once developed, is incorporated herein by reference and shall become Exhibit D-1.

4. Agency has appropriated sufficient funds to complete the Project and shall reimburse Railroad and/or Railroad's third party consultant(s), as applicable, for actual costs incurred in connection with the Railroad Work, as such costs are more particularly set forth in the Estimate. Regardless of the amounts set forth in the Estimate, Agency hereby confirms that it shall be responsible for 100% of all actual costs and expenses for the performance of Railroad's work in connection with the Project. During the performance of the Railroad Work, Railroad will provide (and/or will cause its third party consultant(s) to provide) progressive billing to Agency based on actual costs in connection with the Railroad Work. Within one hundred twenty (120) days after completion of the Project, Railroad will submit (and/or will cause its third party consultant(s) to submit) a final billing to Agency for any balance owed in connection with the Railroad Work. Agency shall pay Railroad (and/or its third party consultant, as applicable) within thirty (30) days after Agency's receipt of any progressive and final bills submitted for the Railroad Work. Railroad shall provide backup documentation of progressive and final bills as requested by Agency. The Agency acknowledges that no Project costs and expenses are to be borne by the Railroad, including without limitation, any cost and expense for work required in accordance with the signal improvement work set forth in Exhibit B-1 and Exhibit D-1.

5. If Agency will be performing any Project work, such work is described on Exhibit B attached hereto ("**Agency Work**"). Agency shall perform the Agency Work, if any, at its sole cost, and Railroad consents to Agency (or any contractor or other agent hired by Agency) performing the Agency Work within the Crossing Area, subject to complying with the terms and conditions of this Agreement. Agency shall be responsible for the safe conduct and adequate policing and supervision of the Agency Work, and Agency acknowledges and agrees that the Agency Work shall be performed so as to not obstruct, endanger, interfere with, hinder or delay maintenance or operation of Railroad's track or facilities, any communication or signal lines, installations or any appurtenances thereof or the operations of others lawfully occupying or using Railroad's property or facilities. Railroad's consent shall not be deemed to grant Agency (or any contractor or other agent hired by Agency) any property interest in the Crossing Area or other Railroad property.

6. If Agency hires a contractor or other agent to perform the Agency Work, Agency shall require such contractor or agent to execute Railroad's then current form of Contractor's Right of Entry Agreement ("**CROE Agreement**") and to comply with the requirements set forth therein. If Agency performs the Agency Work, Agency shall comply with the safety standards set forth in the CROE Agreement.

7. No work of any kind shall be performed, and no person, equipment, machinery, tools, materials, vehicles or other items shall be located, operated, placed or stored within twenty-five (25) feet of any track at any time for any reason except as otherwise provided

herein. Prior to commencing any Agency Work within the Crossing Area, and if the performance of any Agency Work requires any person or equipment to be within twenty-five (25) feet of any track, Agency shall provide Railroad at least thirty (30) working days advance notice of the performance of such proposed work, and upon Railroad's receipt of such notice, Railroad will determine and inform Agency whether a flagman need to be present or whether Agency needs to implement any special protective or safety measures. In the event that flagging or other special protection or safety measures are required to be performed in connection with the Railroad Work specifically or the Project generally, and regardless if the costs for such measures are included in the Estimate, Agency shall be responsible for such costs incurred in connection therewith in an amount proportionate to Agency's share of actual costs for the Railroad Work, as such percentage is more particularly set forth in the Estimate. As an example and for purposes of clarification only, if Agency is responsible for one hundred percent (100%) of actual costs for the Railroad Work as set forth in the Estimate, then Agency would be responsible for one hundred percent (100%) of the costs for flagging or any other special protection or safety measures.

8. Prior to commencing any Agency Work, Agency shall telephone (or shall cause its contractor or agent to telephone) 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 to determine if fiber optic cable is buried anywhere on Railroad's property to be used in connection with the Agency Work. If fiber optic cable is present, Agency (or its contractor or agent, as applicable), at Agency's sole cost, will telephone the telecommunication company(ies) involved and make arrangements for a cable locator and, if applicable, for relocation or other protection of fiber optic cable. Agency and/or its contractors or agents, as applicable, shall not commence any Agency Work until the process set forth in this Section has been completed.

9. Railroad shall maintain grade crossing warning devices located within the Crossing Area (if any), and Agency hereby agrees to reimburse Railroad for costs to maintain any such grade crossing warning devices in accordance with the provisions set forth in Exhibit E attached hereto. Agency, at its sole cost, shall maintain any highway traffic control signals at the Crossing Area.

10. Agency, for itself and for its successors and assigns, hereby waives any right of assessment against Railroad, as an adjacent property owner, for any and all improvements made under this Agreement.

11. Neither party shall assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.

12. This Agreement sets forth the entire agreement between the parties regarding the Project and the installation and maintenance of the Project improvements within the Crossing Area. To the extent that any terms or provisions of this Agreement regarding the installation and maintenance of such Project improvements are inconsistent with the terms or provisions set forth in any existing agreement affecting the Crossing Area, such terms and provisions shall be deemed superseded by this Agreement to the extent of such inconsistency.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

**CITY OF BERKELEY, CALIFORNIA**

**UNION PACIFIC RAILROAD COMPANY,**  
a Delaware Corporation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Exhibit A

**Description of Crossing Area**

Gilman Street At-Grade Public Road Crossing  
(DOT No. 751199P)  
Mile Post 7.06 – Martinez Subdivision  
City of Berkeley, County of Alameda, State of California

Exhibit B

**Scope of Work**

Railroad Work:

1. Installation of lights and gates for roadway, sidewalk and shared path. Installation of advanced preemption.
2. Installation of the necessary relays and other materials required to interconnect and coordinate the operation of the signals
3. Installation of 97.5' of concrete crossing surface through crossing (four tracks)

Agency Work:

1. Install highway traffic control signals at the Crossing Area in accordance with the Designs
2. Install conduit with the necessary wiring within the Crossing Area in accordance with the Plans
3. Install 4' pedestrian swing gates with emergency exit push sings, tactile warning strips for the pedestrian walkways, and pedestrian guard railing at all quadrants of the crossing in accordance with the Plans
4. Install hot-mix asphalt paving on approaches in accordance with the Plans
5. Install street lighting, raised curd medians, pavement delineation, and traffic signs in accordance with the Plans
6. Provide a median opening and install traffic signs and channelization to indicate right-turn entrance only and one way southbound movement for the driveway on the southwest quadrant of the Crossing; and provide a mountable median opening for access to the Berkeley Recycling Center Driveway on northwest quadrant
7. Install galvanized expanded fencing 12' offset from the centerline of the westernmost tracks between Gilman and Camelia Street. Fencing height to be 3' within 250' of Gilman Street edge of travel lane; and 8' high elsewhere in accordance with the Plans

Exhibit B-1

**Signal Front Sheet**

(see attached)

Exhibit C

**Signal Interconnect Work Terms**

1. Plans. Agency, at its expense, shall prepare, or cause to be prepared by others, the detailed plans and specifications for the Signal Interconnect Work and submit such plans and specifications to Railroad's Assistant Vice President Engineering-Design, or his authorized representative, for prior review and approval. The plans and specifications shall include, as applicable, traffic signal timing and wiring diagram for the traffic controller unit, the installation method for any work that involves boring under the track, and specifications for underground wireline facilities crossing Railroad tracks and right-of-way. Agency agrees to provide the traffic signal timing and wiring diagram for the traffic controller unit to Railroad at least two (2) months prior to the traffic signal controller bench testing and/or four (4) months prior to the proposed cutover with Railroad. The final one hundred percent (100%) completed plans for the Signal Interconnect Work that are approved in writing by Railroad's Assistant Vice President Engineering-Design, or his authorized representative, are hereinafter referred to collectively as the "**Plans**" and specifically include the signal design schematic marked Exhibit C-1 (the "**Designs**") and the under-track boring drawing marked Exhibit C-2 (the "**Standard Drawing**"), with both exhibits being attached hereto. No changes in the Plans shall be made unless Railroad has consented to such changes in writing. Railroad's review and approval of the Plans will in no way relieve Agency (or any contractor or other agent hired by Agency) from its responsibilities, obligations and/or liabilities under this Agreement, and will be given with the understanding that Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of the Plans and that any reliance by Agency (or any contractor or other agent hired by Agency) on the Plans is at the risk of Agency (or any contractor or other agent hired by Agency).

2. Condition Precedent to Performance of Agency Work. Prior to commencement of the portion of the Agency Work related to the Signal Interconnect Work by Agency (or any contractor or other agent hired by Agency) in the Crossing Area, Agency shall, or shall require its contractor or agent to, (a) obtain Railroad approval of the Plans in accordance with Section 1 of this Exhibit C, including the installation method for underground wireline facilities and/or any work that involves boring under the track, and (b) notify Railroad pursuant to the terms and conditions of this Agreement.

3. Signal Failure/ Interference. Each of Railroad (with respect to its grade crossing warning devices) and Agency (with respect to its highway traffic control signals) shall take all suitable precautions to prevent any interference (by induction, leakage of electricity or otherwise) with the operation of the other party's signals or communication lines, or those of its tenants; and if, at any time, the operation or maintenance of its signals results in any electrostatic effects, the party whose signals are causing the interference shall, at its expense, immediately take such action as may be necessary to eliminate such interference. Except as set forth in this Section, Agency shall not be liable to Railroad on account of any failure of Railroad's warning devices to operate properly, nor shall Railroad have or be entitled to maintain any action against Agency arising from any failure from Railroad's warning devices to operate properly. Similarly, Railroad shall not be liable to Agency on account of any failure of Agency's traffic signal to operate properly, nor shall

Agency have or be entitled to maintain any action against Railroad arising from any failure of Agency's traffic signal to operate properly.

Exhibit C-1

**Designs**

(see attached)

CURVE DATA

No. (X)	BC Sta AND OFFSET/Elev	EC Sta AND OFFSET/Elev	R	Δ	T	L
1	11.46' Rt "GS" 15+67.25/11.66'	9.46' Rt "GS" 15+69.38/11.77'	2'	93°44'10"	2.13'	3.27'
2	9.46' Rt "GS" 15+70.85/11.78'	8.82' Rt "GS" 15+75.88/11.85'	20'	13°31'05"	2.37'	4.72'
3	8.82' Rt "GS" 15+75.88/11.85'	5.53' Rt "GS" 15+83.24/12.08'	20'	22°11'19"	3.92'	7.75'
4	5.53' Rt "GS" 15+83.24/12.08'	4.97' Rt "GS" 15+94.04/12.35'	10'	65°27'53"	6.43'	11.43'
5	4.97' Rt "GS" 15+94.04/12.35'	9.75' Rt "GS" 16+00.31/12.06'	30'	15°07'07"	3.98'	7.92'
6	9.75' Rt "GS" 16+00.31/12.06'	11.46' Rt "GS" 15+99.61/12.09'	1'	135°07'24"	2.42'	2.36'
7	3.25' Rt "GS" 16+19.16/13.26'	1.71' Rt "GS" 16+20.01/13.31'	1'	122°07'26"	1.81'	2.13'
8	1.71' Rt "GS" 16+29/13.67'	2.71' Rt "GS" 16+30/13.70'	1'	90°00'02"	1'	1.57'
9	11.71' Rt "GS" 16+29.01/13.67'	10.71' Rt "GS" 16+30/13.70'	1'	90°21'50"	1.01'	1.58'
10	10.99' Rt "GS" 16+22.60/13.35'	11.71' Rt "GS" 16+23.57/13.38'	1'	74°06'58"	0.76'	1.29'
11	3.25' Rt "GS" 16+19.16/13.26'	10.99' Rt "GS" 16+22.60/13.35'	30'	16°14'26"	4.28'	8.50'
12	9.60' Rt "GS" 16+76/13.85'	11.60' Rt "GS" 16+77.99/13.85'	2'	90°19'40"	2.01'	3.15'
13	2.60' Rt "GS" 16+76/13.86'	1.60' Rt "GS" 16+77/13.85'	1'	90°04'00"	1'	1.57'
14	1.60' Rt "GS" 17+01.92/13.33'	2.42' Rt "GS" 17+04.06/13.24'	3'	46°59'04"	1.30'	2.46'
15	5.04' Rt "GS" 17+06.64/13.11'	7.14' Rt "GS" 17+07.50/13.04'	3'	44°29'48"	1.23'	2.33'
16	8.10' Rt "GS" 17+07.50/13.01'	9.60' Rt "GS" 17+09/12.92'	1.5'	90°00'07"	1.50'	2.36'
17	9.60' Rt "GS" 17+31.47/12.74'	10.10' Rt "GS" 17+31.97/12.72'	0.5'	89°59'55"	0.50'	0.79'
18	11.60' Rt "GS" 17+31.47/12.66'	11.10' Rt "GS" 17+31.97/12.68'	0.5'	90°00'05"	0.5'	0.79'

NOTES:

- FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.
- FOR ELECTRICAL INFORMATION, SEE SIGNAL AND LIGHTING SHEETS.

LEGEND:

- 2" DECOMPOSED GRANITE
- DETECTABLE WARNING SURFACE (2' WIDE), INSTALL 2' AHEAD OF WARNING DEVICES

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
04	Ala	80	6.4/6.8		

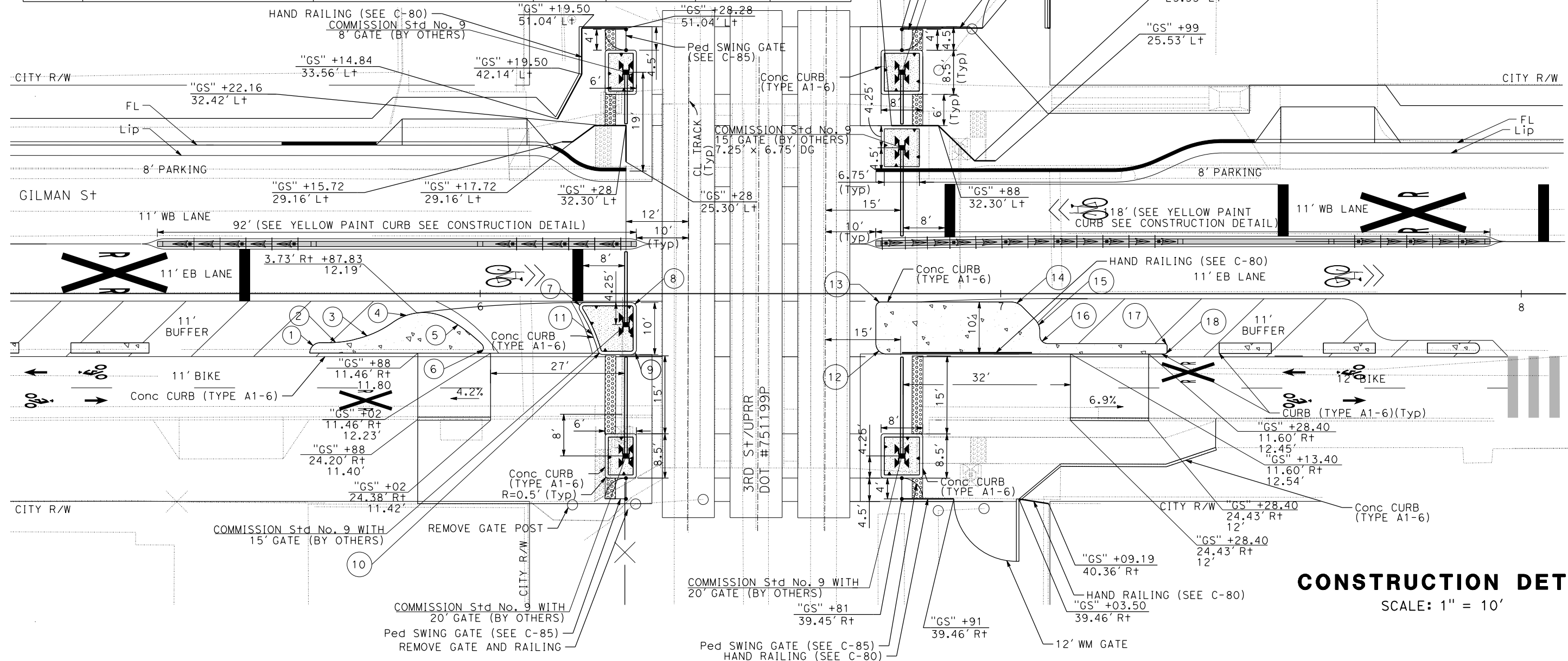
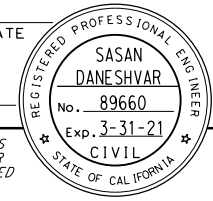
REGISTERED CIVIL ENGINEER DATE \_\_\_\_\_

PLANS APPROVAL DATE \_\_\_\_\_

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

PARSONS  
555 12TH ST, STE 1850  
OAKLAND, CA 94607

ALAMEDA CTC  
1111 BROADWAY #800  
OAKLAND, CA 94607



CONSTRUCTION DETAILS

SCALE: 1" = 10'

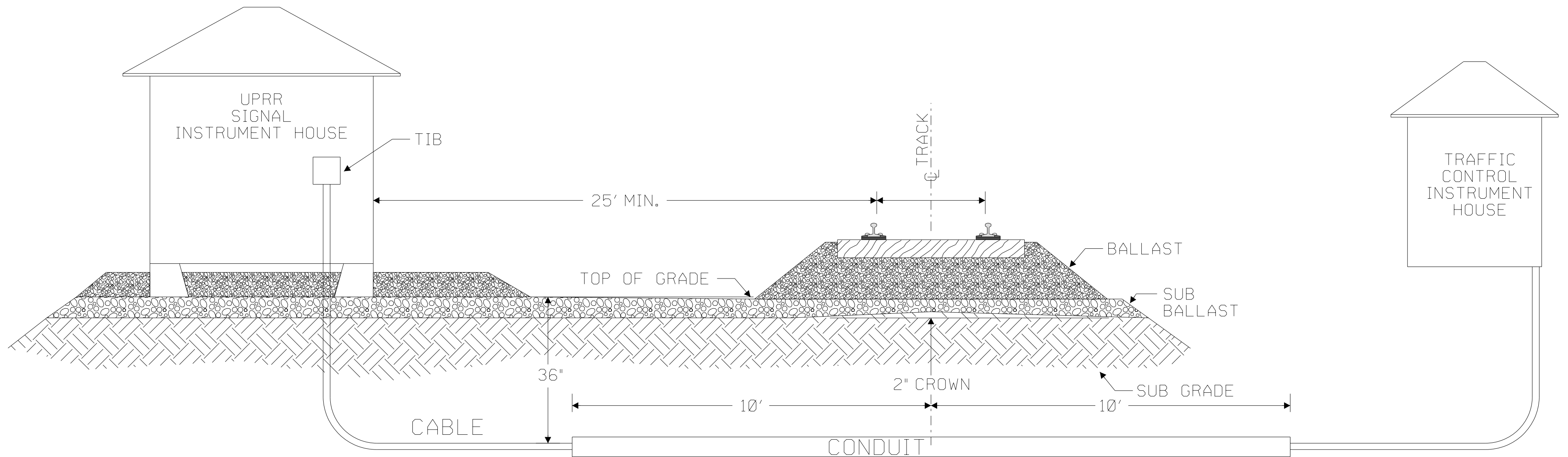
C-71



Exhibit C-2

**Standard Drawing**

(see attached)



NOTES:

1. LOCAL AGENCY IS TO PROVIDE ALL LABOR, MATERIAL, EQUIPMENT AND SUPERVISION FOR THE INSTALLATION OF TRAFFIC INTERCONNECT OR TRAFFIC PREEMPTION WIRE. UPRR FORCES MUST BE PRESENT PRIOR TO AND DURING ANY WORK ON UPRR RIGHT OF WAY.
2. CONDUIT REQUIRED TO EXTEND A MINIMUM OF 10' FROM CENTER OF TRACK.
3. TRENCH INTERCONNECT WIRING A MINIMUM OF 36" BELOW TOP OF GRADE.
4. CABLE IS TO DEMARK AT UPRR PROVIDED TIB ON UPRR SIGNAL ENCLOSURE.
5. GROUND TESTS MUST BE TAKEN PRIOR TO WORK AND AFTER WORK IS COMPLETED.
6. PRIOR TO CUTOVER, UPRR SIGNAL AND LOCAL TRAFFIC DEPARTMENTS MUST REVIEW THE INSTALLATION.
7. DURING CUTOVER, UPRR SIGNAL AND LOCAL TRAFFIC DEPARTMENTS MUST BE PRESENT.

926115UP

**STANDARD DRAWING**



**UNDER-TRACK BORING FOR TRAFFIC INTERCONNECT OR TRAFFIC PREEMPTION WIRING**

REV. DATE	FILE OWNER: UPRR	DATE: 06-08-15
09-03-15	REV. NO.: 2	DWG NO: 926115UP
06-08-15		

Exhibit D

**Surface Work Estimate**

(see attached)

# Material And Force Account Estimate

## ACTC

Estimate Number: 128146    Version: 1

Standard Rates:    Labor Additive = 222.97%

Estimate Good Until 10/15/21

Location: MARTINEZ SUB, NO 1, 7.04-7.08

Description of Work: 751199P Gilman Street Berkeley CA 7.06 Martinez Sub

Prepared For: ACTC

Buy America: Yes

COMMENTS	FACILITY	Description	QTY	UOM	UCST	LABOR	MATERIAL	TOTAL	UP %100	Agcy %0
<b>ENGINEERING</b>										
		Engineering	1	LS	53,974.00	53,974	0	53,974	0	53,974
		Bill Prep Fee - Track Surface RECOLLECT	1	LS	900.00	0	900	900	0	900
		Homeline Freight - Track Surface RECOLLECT	1	LS	900.00	0	900	900	0	900
		Foreign Line Freight - Track Surface RECOLLECT	1	LS	5,218.66	0	5,219	5,219	0	5,219
<b>Sub-Total =</b>						<b>53,974</b>	<b>7,019</b>	<b>60,993</b>	<b>0</b>	<b>60,993</b>
<b>TRACK CONSTRUCTION - COMPANY</b>										
	RDXING	RDXING 136# CON10W PP PAN COMPLETE	288	TF	872.20	149,826	101,369	251,194	251,194	0
	TRACK	136# CWRIS0 24-8'6" PPHWD N 16 TP	192	TF	495.27	67,353	27,738	95,091	95,091	0
	COMPJT	Transition Rail - 136#	12	PR	6,976.89	39,613	44,110	83,723	83,723	0
<b>Sub-Total =</b>						<b>256,791</b>	<b>173,217</b>	<b>430,008</b>	<b>430,008</b>	<b>0</b>
<b>TRACK REMOVAL - COMPANY</b>										
	RDXING	Remove road crossing - concrete	210	TF	49.01	10,292	0	10,292	10,292	0
	TRACK	Remove Track	270	TF	24.16	6,524	0	6,524	6,524	0
<b>Sub-Total =</b>						<b>16,817</b>	<b>0</b>	<b>16,817</b>	<b>16,817</b>	<b>0</b>
<b>SITE WORK - CONTRACT</b>										
		Traffic Control - Detour Signs & Coordination	1	LS	100,000.00	0	100,000	100,000	0	100,000
<b>Sub-Total =</b>						<b>0</b>	<b>100,000</b>	<b>100,000</b>	<b>0</b>	<b>100,000</b>
<b>Total Wgt. in Tons = 1,094</b>						<b>Totals =</b>	<b>327,582</b>	<b>280,235</b>	<b>607,817</b>	<b>0</b>
<b>Est. Annual Mtc. =</b>						<b>\$10,872</b>	<b>Grand Total =</b>	<b>\$607,817</b>		

Please Note: The above figures are estimates only and are subject to fluctuation. In the event of an increase or decrease in the cost or amount of material or labor required, ACTC will pay actual construction costs at the current rates effective thereof.

Exhibit D-1

**Signal Work Estimate**

(see attached)



Exhibit E

**Reimbursement for Grade Crossing Warning Device Maintenance Costs**

Railroad shall maintain, in compliance with applicable laws or regulations as determined by Railroad, the grade crossing warning devices located within the Crossing Area as long as they remain in place. The cost of maintaining said signals shall be apportioned between Agency and Railroad in accordance with Sections 1202.2 and 1231.1 of the California Public Utilities Code. The precise manner and method of determining applicable charges, manner and method of payment and other procedures under said sections shall be governed by the statutes, as supplemented by any decisions of the California Public Utilities Commission applicable to such statutes.

**CLOSURE AND REMOVAL AGREEMENT  
PUBLIC ROAD CROSSING**

THIS CLOSURE AND REMOVAL AGREEMENT (this "Agreement") is made and entered into as of \_\_\_\_\_, \_\_\_\_\_ (the "Effective Date"), by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("Railroad") and CITY OF BERKELEY, a municipal corporation or political subdivision of the State of California ("Agency").

**RECITALS**

In accordance with the terms and conditions of this Agreement, Agency desires to permanently close the existing, at-grade road crossing ("Project") more particularly described on Exhibit A attached hereto and made a part hereof (collectively, the "Road Crossing").

**AGREEMENT**

NOW THEREFORE, the parties hereto agree as follows:

1. Agency shall take all actions necessary to vacate all rights that Agency may have in and to Railroad's operating property in connection with the Road Crossing and to permanently close the Road Crossing. Such Agency actions may include adoption of an ordinance or resolution by Agency's governing body and/or obtaining any required approvals from a public utilities commission or any other applicable governmental entity authorizing and directing the vacation and permanent closure of the Road Crossing. For the purposes of clarity, the term "Railroad's operating property" or variations thereof as used in this Section and throughout this Agreement shall mean the property where the Railroad conducts common carrier freight rail operations and activities related thereto.
2. If Agency will be performing any Project work, such work is described on Exhibit B ("Agency Work") and depicted on Exhibit B-1, with both exhibits attached hereto. Agency shall perform the Agency Work, if any, at its sole cost, and Railroad consents to Agency (or any contractor or other agent hired by Agency) performing the Agency Work at the Road Crossing, subject to complying with the terms and conditions of this Agreement.
3. If Agency hires a contractor or other agent to perform the Agency Work, Agency shall require such contractor or agent to execute Railroad's then current form of Contractor's Right of Entry Agreement (the "CROE Agreement") and to comply with the requirements set forth therein. If Agency performs the Agency Work, Agency shall comply with the safety standards set forth in the CROE Agreement.
4. Following completion of the Agency Work, Railroad agrees to perform the Project work described on Exhibit B attached hereto the ("Railroad Work"). Railroad's estimated cost for the Railroad Work is included on Exhibit C attached hereto ("Estimate") and may include without limitation costs of engineering review, construction, inspection, flagging, procurement and delivery of materials, equipment rental, manpower and all direct and



indirect overhead labor/construction costs, including Railroad's standard additive rates. Such standard additive rates may be subject to upward or downward adjustment based on industry standards and practices, and the parties acknowledge and agree that any such adjustment to standard additive rates may be made retroactively.

5. Agency has appropriated sufficient funds to complete the Project and shall reimburse Railroad for costs incurred by Railroad in connection with the Railroad Work in accordance with Exhibit D attached hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

UNION PACIFIC RAILROAD COMPANY,  
a Delaware corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

CITY OF BERKELEY, a municipal  
corporation or political subdivision of the  
State of California

By: \_\_\_\_\_

Title: \_\_\_\_\_

Exhibit A

Camelia Street At-Grade Public Road Crossing  
(DOT No. 751198H)  
Mile Post 6.93 – Martinez Subdivision  
City of Berkeley, County of Alameda, State of California

Exhibit B

Railroad Work:

1. Project management.
2. Remove signals.
3. Remove surface between track tie ends.
4. Final inspection.

Agency Work:

1. Install, maintain, repair and renew permanent barricades on both sides of the Road Crossing with such barricades to be located off of Railroad's property and to be in compliance with the plans marked Exhibit B-1, and also all applicable standards and guidelines contained in the current Manual on Uniform Traffic Control Devices ("MUTCD").
2. Provide and install new advance street signs and pavement markings to indicate that the Road Crossing is closed, with such signage to be in compliance with applicable current MUTCD standards and guidelines.
3. Remove all Road Crossing approach surfaces up to the track tie ends.

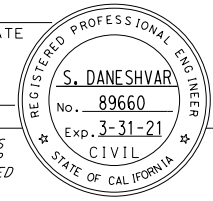
Exhibit B-1

Plans Cover Page

(See attached)

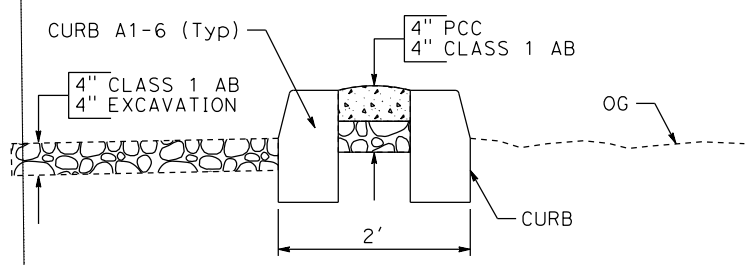
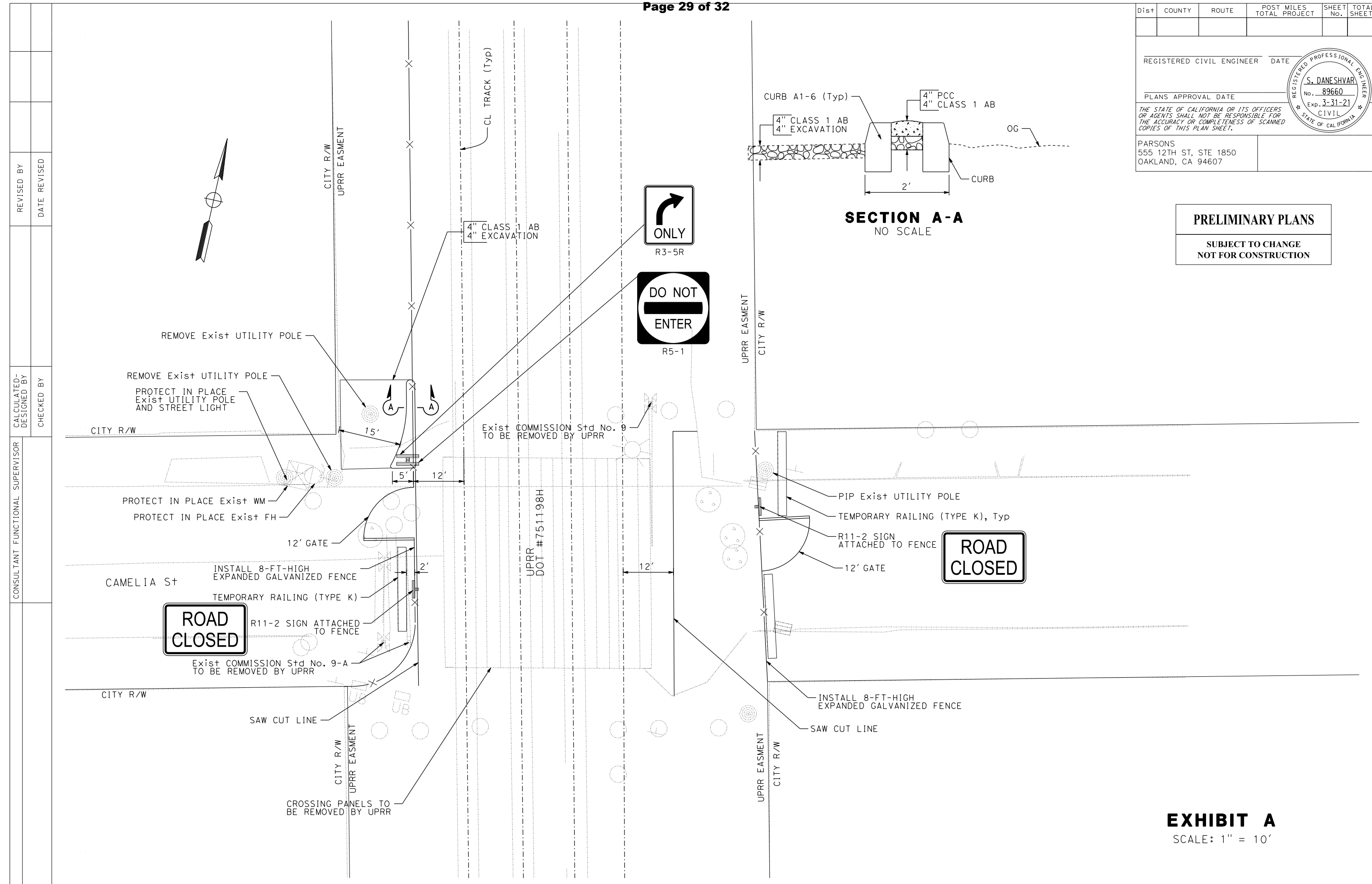
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER	DATE
	
PLANS APPROVAL DATE	
<small>THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.</small>	
PARSONS 555 12TH ST, STE 1850 OAKLAND, CA 94607	

**PRELIMINARY PLANS**

**SUBJECT TO CHANGE  
NOT FOR CONSTRUCTION**



**ROAD  
CLOSED**

**ROAD  
CLOSED**

**ONLY**  
R3-5R

**DO NOT  
ENTER**  
R5-1

REVISOR	DATE	REVISION	DATE
CALCULATED-DESIGNED BY	CHECKED BY	CONSULTANT FUNCTIONAL SUPERVISOR	

LAST REVISION    DATE PLOTTED => 8/4/2020    00-00-00    TIME PLOTTED => 11:38:38 AM

Exhibit C

Estimate Cover Page

(See attached)

**EXHIBIT C-1**

**ESTIMATE OF FORCE ACCOUNT WORK  
BY THE  
UNION PACIFIC RAILROAD COMPANY**

DESCRIPTION OF WORK: Engineering and other related services for work to be performed within railroad right of way. This includes project and construction management during construction activities in railroad right of way. All necessary railroad services will be billed at actual cost.

DATE:

1/15/2021

LOCATION:

Camelia Street.

DOT: 751198H

SUBDIVISION

Martinez Sub.

STATE:

CA

DESCRIPTION	LABOR	MATERIAL	UP %0	Agency % 100	TOTAL
<b>ENGINEERING</b>					
Project Management	\$ 8,000	\$ -	\$ -	\$ 8,000.00	\$ 8,000
UPRR Track, Crossing Removal	\$ 15,000	\$ -	\$ -	\$ 15,000.00	\$ 15,000
UPRR Signal, Warning Device Removal	\$ 25,000	\$ -	\$ -	\$ 25,000.00	\$ 25,000
Final Inspection	\$ 2,000	\$ -	\$ -	\$ 2,000.00	\$ 2,000
<b>TOTAL PROJECT:</b>	<b>\$ 50,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 50,000.00</b>	<b>\$50,000</b>

**TOTAL ESTIMATED COST:**

**\$50,000**

**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, THE RAILROAD WILL BILL FOR ACTUAL  
COSTS AT THE CURRENT RATES EFFECTIVE THEREOF.**

Flagging may be performed by a third-party contractor. Any flagging performed by a third-party contractor will be billed at said third-party contractor rate not included in the above estimate. Alternatively, the Agency may enter into a separate agreement with third-party contractor and will be responsible for all actual costs incurred.

Exhibit D

Reimbursement Method

Agency agrees to reimburse Railroad for One Hundred Percent (100%) of actual costs incurred by Railroad in connection with the Railroad Work. During the performance of the Railroad Work, Railroad will provide progressive billing to Agency based on Railroad's actual costs. Within one hundred twenty (120) days after completion of the Project, Railroad will submit a final billing to Agency for any balance owed Railroad in connection with the Railroad Work. Agency shall pay Railroad within thirty (30) days after Agency's receipt of any progressive and final bills submitted by Railroad.