

MAINTENANCE AGREEMENT
For
PVL GRADE CROSSINGS

Between

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
(SCRRA)

And the

CITY OF RIVERSIDE

For

MAINTENANCE OF EXISTING
RAILROAD GRADE CROSSINGS

In

CITY OF RIVERSIDE,
RIVERSIDE COUNTY, CALIFORNIA

MAINTENANCE AGREEMENT

This Maintenance Agreement for PVL Grade Crossings (“AGREEMENT”) is made and entered into on this _____ day of _____, 2016, by and between the City of Riverside, a California charter city and a municipal corporation duly organized and existing under the laws of the State of California, hereinafter referred to as the "CITY", and the SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY, a joint powers authority existing under the laws of the State of California, hereinafter referred to as "SCRRA":

RECITALS

A. SCRRA is a five-county joint powers authority, created pursuant to California Public Utilities Code Section 130255 and California Government Code Section 6500 et seq., to build, maintain and operate the “METROLINK” commuter train system. The five-county member agencies are comprised of the following: Los Angeles County Metropolitan Transportation Authority (“METRO”), Ventura County Transportation Commission (“VCTC”), Orange County Transportation Authority (“OCTA”), San Bernardino Associated Governments (“SANBAG”), and Riverside County Transportation Commission (“RCTC”). SCRRA builds, operates, and maintains a commuter rail system in the five-county area on rail rights-of-ways owned by the member agencies. For this project, the owner of the rail right-of-way is the RCTC.

B. SCRRA and “Operating Railroads” [as used herein “Operating Railroads means any passenger or freight-related railroad company(s) operating on SCRRA track(s), including the National Railroad Passenger Corporation (AMTRAK), the Union Pacific

Railroad Company (UPRR), and the BNSF Railway Company (BNSF)], operate trains and rail equipment through the crossing locations on tracks and right-of-way owned by RCTC.

C. The Riverside County Transportation Commission constructed the Perris Valley Line (PVL). The PVL includes 24 miles of commuter rail services from the existing Riverside Downtown Station to the cities of Moreno Valley and Perris in western Riverside County, California. The PVL connects to the existing Riverside Downtown Station from the existing BNSF San Bernardino Subdivision and extends rail service south to the city of Perris. The PVL has upgraded at-grade crossings to current California Public Utility Commission (CPUC) and SCRRRA Standards in the Cities of Riverside and Perris and the County of Riverside.

D. Future Quiet Zone

1. Upon completion of the PVL, CITY may petition for a Quiet Zone within their jurisdictional boundaries pursuant to the Federal Railroad Administration requirements and SCRRRA's Quiet Zone Implementation Guidelines and Procedures adopted February, 2013, for the Mt. Vernon Avenue, Blaine Street, Spruce Street and Marlborough Avenue at-grade crossings. The Notice of Intent for these crossings was issued by the City on January 30, 2012 (Exhibit C).

2. PVL has installed all highway-railroad at-grade crossing improvements required for CITY to implement Quite Zones at the Mt. Vernon Avenue, Blaine Street, Spruce Street and Marlborough Avenue at-grade crossings.

3. If in the future, should CITY desire a Quite Zone at the Palmyrita Avenue, Columbia Avenue or River Crest Drive at-grade highway-railroad crossings referenced in this agreement, CITY must formally provide a written request to SCRRRA for an amendment to this AGREEMENT for the implementation of the Quiet Zone for these crossings and petition the Federal Railroad Administration to establish a Quite Zones for these crossings.

E. CITY and SCRRA desire to cooperate and maintain the at-grade crossings listed herein with the least amount of disruption to vehicle and rail traffic, including future implementation of Quiet Zones for Mt. Vernon Avenue, Blaine Street, Spruce Street and Marlborough Avenue at-grade crossings, (PROJECT).

AGREEMENT

In consideration of the promises and mutual understandings of the parties hereto, SCRRA and the CITY agree as follows:

ARTICLE 1 - LIST OF EXHIBITS

The exhibits below are attached to and made a part of this AGREEMENT as if set forth in their entirety and describes the crossings which are the subject for this agreement (the “Crossing” or “Crossings”).

EXHIBIT A

<u>Exhibit</u>	<u>At-Grade Highway – Railroad Crossing</u>	<u>Subdivision</u>	<u>Milepost</u>	<u>CPUC No.</u>	<u>DOT No.</u>
A-1	Palmyrita Avenue	Perris Valley	65.71	101-PV-65.71	027302F
A-2	Columbia Avenue	Perris Valley	65.96	101-PV-65.96	027303M
A-3	Marlborough Avenue (1)(2)	Perris Valley	66.21	101-PV-66.21	027304U
A-4	Spruce Street (1) (2)	Perris Valley	66.74	101-PV-66.74	027305B
A-5	Blaine Street (1) (2)	Perris Valley	67.38	101-PV-67.38	027307P
A-6	Mt Vernon Avenue (1)	Perris Valley	68.13	101-PV-68.13	027308W
A-7	River Crest Drive	Perris Valley	71.73	101-PV-71.73	909090S

(1) Crossing with proposed Quiet Zone Designation.

(2) Crossing with Traffic Signal Pre-emption

EXHIBIT B- Scope of Work and Estimate (Railroad Work)

EXHIBIT C- Notice of Intent to Create New Quite Zone

ARTICLE 2 - SCRRA AGREEMENT

SCRRA agrees to the following regarding the Crossings:

- 2.1 To maintain, repair and renew each Crossing area between lines two (2) feet outside of the rails of each track. When two or more tracks are involved, SCRRA shall maintain, at its expense, the area between the tracks where the distance between the centerlines of tracks is fifteen (15) feet or less measured at the centerline of the highway, normal to the tracks. This work shall be done pursuant to CPUC General Order 72-B.
- 2.2 To maintain, repair, and renew the railroad warning devices including vehicular and pedestrian warning devices, vehicle intrusion detection devices, emergency exit swing gates, detectible warning tactile strips, striping between the warning devices and channelization devices for pedestrians (fencing and hand railing).
- 2.3 To perform pre-emption testing at those Crossings with traffic signal pre-emption in accordance with FRA Regulation Title 49 Part 234 Subpart D of the Code of Federal Regulations (49 CFR Part 234).
- 2.4 To provide design and construct any and all changes to railroad Positive Train Control (PTC) (as set forth in the Rail Safety Improvement Act of 2008 (RSIA08) and 49 CFR 236 Subpart I) should the CITY proceed with the Quite Zone implementation within their jurisdictional boundaries pursuant to the Federal Railroad Administration requirements and SCRRA's Quiet Zone Implementation Guidelines and Procedures adopted February 2013, for the PROJECT.

2.5 To provide design and construct any and all changes in the railroad right of way to implement SCRRA's Quiet Zone Implementation Guidelines and Procedures adopted February 2013, including furnishing and installing Whistling Point / Quiet Zones signs in Railroad right of way should the CITY proceed with the Quiet Zone implementation within their jurisdictional boundaries pursuant to the Federal Railroad Administration requirements for the PROJECT.

ARTICLE 3 - CITY AGREEMENT

The City agrees to the following regarding the Crossings:

3.1 To provide assistance at CITY expense in support of SCRRA testing of railroad/traffic signal pre-emption equipment and facilities in accordance with FRA Regulation Title 49 Part 234 Subpart D of the Code of Federal Regulations (49 CFR Part 234). Provide qualified personnel to assist with testing of those traffic signal interconnect features outside of the Railroad right of way.

3.2 To notify SCRRA five (5) working days in advance of any maintenance of a roadway, sidewalk or median islands, if that maintenance activity is to occur within the railroad right-of-way. Any SCRRA flagging or inspection deemed by SCRRA to be required to protect SCRRA tracks or the traffic moving thereon shall be paid for by CITY.

3.3 To control or remove at CITY expense weeds or vegetation located within the CITY crossing easement or within public street right of way on or about the crossing so that it does not become a fire hazard; obstruct visibility of railroad signs and signals along the right-of-way and at highway-rail crossings; obstruct visibility of trains or rail equipment; interfere with railroad employees performing normal trackside duties; prevent proper functioning of signal and communication lines or impede railroad employees visually inspecting moving equipment. If CITY may not lawfully perform the control or

removal work, CITY shall reimburse SCRRA for the cost of performing such control or removal.

3.4 To maintain and repair at CITY's expense any street improvement, including street lighting, sidewalks, curb and gutter, raised medians and traffic striping and signage within the crossing. This work shall be done pursuant to CPUC General Order 72-B.

3.5 If, in the future, CITY elects to modify the existing crossing(s) by widening or replacement of crossing surface(s), then any SCRRA reasonable costs of modifications to crossing(s), including material and/or repair or rehabilitation of the railroad tracks shall be borne by the CITY.

3.6 If in the future, CITY elects or is required by competent authority to raise or lower the grade of all or any portion of the track or tracks located on the crossing easement(s), CITY shall at its expense conform the street and highway in the crossing easement area(s) to conform with change of grade of the trackage.

3.7 To reimburse SCRRA for all reasonable cost to design and construct, any and all changes to railroad Positive Train Control (PTC) (as set forth in the Rail Safety Improvement Act of 2008 (RSIA08) and 49 CFR 236 Subpart I) should the CITY proceed with the Quiet Zone implementation within their jurisdictional boundaries pursuant to the Federal Railroad Administration requirements for the Mt. Vernon Avenue, Blaine Street, Spruce Street and Marlborough Avenue at-grade crossings.

3.8 To reimburse SCRRA for all reasonable costs to design and construct, any and all changes in the railroad right of way to implement SCRRA's Quiet Zone Implementation Guidelines and Procedures adopted February 2013, including furnishing and installing Whistling Point / Quiet Zones signs in railroad right of way should the CITY proceed with

the Quiet Zone implementation within their jurisdictional boundaries for the Mt. Vernon Avenue, Blaine Street, Spruce Street and Marlborough Avenue at-grade crossings.

3.9 CITY further acknowledges that if it elects to establish a quiet zone for these at-grade highway-railroad crossings provided for in this AGREEMENT within its jurisdictional boundaries pursuant to the Federal Railroad Administration (“FRA”) and SCRRRA’s Quiet Zone Implementation Guidelines and Procedures adopted February, 2013 CITY shall follow SCRRRA’s Quiet Zone Implementation Guidelines, which current editions will be maintained accordingly and will be incorporated as though fully set forth herein into this AGREEMENT.

ARTICLE 4 - RAILROAD WORK

4.1 The RAILROAD WORK to be performed by SCRRRA, at the CITY’s sole cost and expense, is described in Exhibit B – SCRRRA Scope of Work and Estimate, dated December 29, 2015 in the amount of \$12,925.00, twelve thousand nine hundred twenty five dollars and zero cents.

4.2 Upon receipt, from the CITY, of a written notice to proceed with the RAILROAD WORK, SCRRRA will place orders for any needed materials or equipment, and issue contracts or task orders for any adjustment of SCRRRA facilities necessary to permit implementation of changes to PTC and changes to wayside facilities to accommodate the CITY’s Quiet Zone at Mt. Vernon Avenue, Blaine Street, Spruce Street and Marlborough Avenue at-grade crossings. Orders for materials, new contracts for construction, or task orders under existing contracts, will be issued in accordance with SCRRRA procurement policies and the laws and regulations governing public agency contracts applicable to SCRRRA.

ARTICLE 5 - PAYMENT FOR RAILROAD WORK

5.1 Upon receipt from the CITY of a written notice to proceed with the RAILROAD WORK, the CITY shall deposit one hundred percent (100%) of the amount of the estimate contained in Exhibit B with SCRRA. Should the deposit be depleted before the RAILROAD WORK is completed, SCRRA may stop all work and will not recommence until CITY's next deposit is received.

5.2 SCRRA shall, at its sole and reasonable discretion, revise its estimates of the amount of RAILROAD WORK remaining, and the CITY shall deposit any additional amounts in excess of the original deposit with SCRRA

5.3 Until SCRRA receives formal approval of its overhead rates, an estimated allocated overhead rate will be provided for cost estimation and budgeting purposes. SCRRA may not invoice for these overhead costs until the Federal Transit Administration, SCRRA's cognizant audit agency, has approved the final rate at the completion of its audit. The overhead approval process will cause SCRRA to delay in submitting its invoices for overhead costs. Upon completion of the RAILROAD WORK for the Quiet Zones at Mt. Vernon Avenue, Blaine Street, Spruce Street and Marlborough Avenue at-grade crossings and after the SCRRA overhead rate for each period covering the work provided for herein is approved by the cognizant audit agency, SCRRA will send the CITY a detailed statement of final costs, segregated as to labor and materials for each item in the recapitulation shown on Exhibit B.

5.4 SCRRA, if it so elects, may recalculate and update the SCRRA Scope of Work and Estimate submitted to the CITY in the event the CITY does not commence with the

implementation of the Quite Zone for those four (4) crossings provided for in this AGREEMENT within six (6) months from the date of this AGREEMENT.

5.5 Notwithstanding the amount of any estimate provided by SCRRA, the CITY agrees to reimburse SCRRA for one hundred percent (100%) of all actual reasonable costs incurred by SCRRA in connection with the Quite Zone for those four (4) crossings provided for in this AGREEMENT including, but not limited to, actual costs of engineering and construction procurement of materials, equipment rental, manpower and deliveries to the job site and all of the normal and customary additives applicable to SCRRA (which shall include direct and indirect overhead costs) associated therewith, by way of amendment to this Agreement.

ARTICLE 6 - EMERGENCY TELEPHONE NUMBER

6.1 The CITY must immediately contact SCRRA in case of accidents, personal injury, defect in track or signals or any unusual condition that may affect the safe operation of the railroads. The following are SCRRA's emergency numbers:

Signal Emergencies and Grade Crossing Problems	(888) 446-9721
Metrolink Chief Dispatcher	(909) 596-3584 or (888) 446-9715
Metrolink Sheriff's Dispatch Center	(323) 563-5280
Signal and Communications Cable Location	(909) 592-1346

ARTICLE 7 – INDEMNIFICATION

7.1 Neither SCRRA, nor the Operating Railroads, nor any of SCRRA's board members, member agencies, officers, agents, volunteers, contractors, or employees shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any aspect of the PROJECT, work, authority

or obligation agreed to by the CITY under this AGREEMENT. CITY shall indemnify, defend and hold harmless SCRRA, any Operating Railroads, as identified by SCRRA, as well as their respective board members, member agencies, officers, agents, volunteers, contractors, and employees ("SCRRA Indemnitees") from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), demands, suits, liens, damages, costs, claims, including but not limited to, claims for bodily injury, death, personal injury, or property damage, that are incurred by or asserted against the SCRRA Indemnitees arising out of or connected with any negligent acts or omissions on the part of CITY, its council, officers, agents, contractors, or employees under or in connection with any aspect of the PROJECT, work, authority or obligation agreed to by the CITY under this AGREEMENT. This indemnity shall survive completion of the PROJECT, CITY WORK, RAILROAD WORK and termination of this AGREEMENT.

7.2 Neither CITY, nor its council, officers, agents, contractors, or employees shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of SCRRA under or in connection with any RAILROAD WORK authority or obligation agreed to by SCRRA under this AGREEMENT. SCRRA shall indemnify, defend and hold harmless CITY, as well as their respective council, officers, agents, contractors, and employees ("CITY Indemnitees") from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), demands, suits, liens, damages, costs, claims, including but not limited to, claims for bodily injury, death, personal injury, or property damage, that are incurred by or asserted against the CITY Indemnitees arising out of or connected with any negligent acts or omissions on the part of SCRRA, its board members, officers, agents, volunteers, contractors or employees under or in connection with any aspect of the RAILROAD WORK authority or obligation agreed to by SCRRA under this AGREEMENT. This indemnity shall survive completion of the PROJECT, CITY WORK, RAILROAD WORK and termination of this AGREEMENT.

7.3 In contemplation of the provisions of Government Code §895.2 imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an AGREEMENT, as defined in Government Code §895, each of the parties hereto, pursuant to the authorization contained in Government Code §895.4 and §895.6, will assume the full liability imposed upon it or any of its officers, agents or employees by law for injury caused by any negligent or wrongful act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of §895.2 of such code. To achieve this purpose, each other agrees to indemnify and hold harmless each other for any cost or expense that may be imposed upon each other solely by virtue of said §895.2. The provisions of Civil Code §2778 are made a part hereof as if incorporated herein.

ARTICLE 8 - GENERAL PROVISIONS

8.1 This AGREEMENT shall continue in force and effect unless otherwise provided herein, until mutual termination by the parties or railroad grade crossing whichever occurs first. The covenants and provisions of this AGREEMENT shall be binding upon and inure to the benefit of the successors and assigns of SCRRA and CITY.

8.2 This AGREEMENT may be modified or amended only in writing. All modifications, amendments, changes and revisions of this AGREEMENT, in whole or part and from time to time, shall be binding upon the parties, so long as the same shall be in writing and executed by SCRRA and the CITY.

8.3 This AGREEMENT and the exhibits attached hereto contain the entire understanding between the parties and supersede any prior written or oral understanding and AGREEMENT between them regarding the subject matter of this AGREEMENT. There are no representations, AGREEMENTs, arrangements or understandings, oral or written, between the parties relating to the subject matter of this AGREEMENT, which are not fully expressed herein.

8.4 The parties to the AGREEMENT shall maintain all records associated with the PROJECT for the period of three (3) years from the date of the final invoice in accordance with 23 CFR 645. If funding is provided by State and FHWA, under Section 130, the books pertaining to the work shall be open to inspection and audit by representatives of the State and FHWA for three years after FHWA payment of final invoice. Furthermore, each party shall make all records available for audit by SCRRA, or CITY, or Federal auditors, or all or any combination. All audits are to be performed in accordance with audit principles and standards as set forth in 48 CFR, Chapter 1, Part 31.

8.5 In addition to the specific provisions of this AGREEMENT, delay in performance by any party hereunder shall not be a default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; weather; fires; casualties; accidents; emergencies; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; unusually severe weather; Federally-mandated inspections and maintenance; and/or any other causes beyond the control or without the fault of the party claiming an extension of time for any such cause. An extension of time for any such cause shall only be for the period of the enforced delay, which period shall commence to run from the time of commencement of the cause. If, however, notice by the party claiming such extension is sent to the other party more than thirty (30) days after the commencement of the cause, the period shall commence to run only 30 days prior to the giving of such notice.

8.6 The execution and delivery of this AGREEMENT by each party and the consummation of the transactions contemplated hereby are within the power of each party and have been duly authorized by all necessary actions of each respective party.

8.7 In the event any part of this AGREEMENT is declared by a court of competent jurisdiction to be invalid, void or unenforceable, such part shall be deemed severed from the remainder of the AGREEMENT and the balance of the AGREEMENT shall remain in effect.

8.8 This AGREEMENT shall be construed and interpreted under the laws of the State of California.

8.9 The article and section headings in this AGREEMENT are for convenience only and shall not be used in its interpretation or considered part of this AGREEMENT.

8.10 Any notice sent by first class mail, postage paid, to the address and addressee, shall be deemed to have been given when in the ordinary course it would be delivered. The representatives of the parties who are primarily responsible for the administration of this AGREEMENT, and to whom notices, demands and communications shall be given, are as follows:

To CITY	To SCRRA
Ms. Kris Martinez Public Works Director	Ms. Patricia Watkins Interim Director of Engineering & Construction
Public Works Department City of Riverside	Southern California Regional Rail Authority
Riverside City Hall, 3900 Main St., 4 th Floor	2558 Supply Street
Riverside, CA 92522	Pomona, CA 91768

ARTICLE 9 - TERMINATION OF ORIGINAL AGREEMENT

9.1 Upon the execution of this AGREEMENT by both parties, the Original Agreement, if any, shall be terminated and the terms and conditions of this AGREEMENT shall govern the use, maintenance, repair and reconstruction of the at grade highway-railroad crossings.

IN WITNESS WHEREOF, the City of Riverside and the SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY have caused this AGREEMENT executed and attested by their duly qualified and authorized officials

**SOUTHERN CALIFORNIA
REGIONAL RAIL AUTHORITY**

CITY OF RIVERSIDE

By: _____

Arthur T. Leahy
Chief Executive Officer

By: _____

City Manager

Date: _____

Date: _____

ATTEST: _____

City Clerk


APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____

Don O. Del Rio
General Counsel

By: _____


Assistant City Attorney

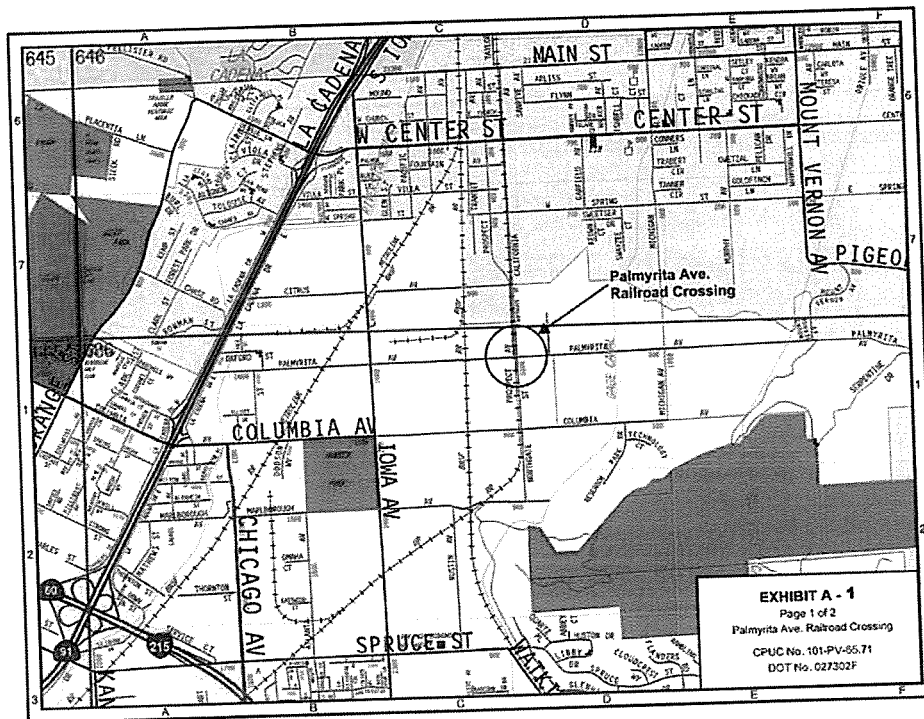
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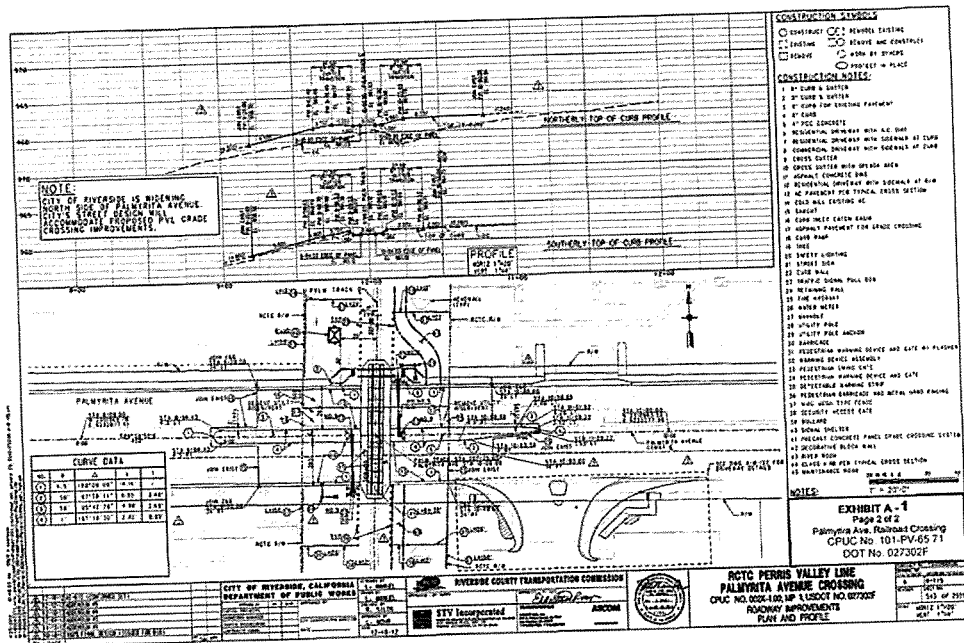
Date: June 3, 2016

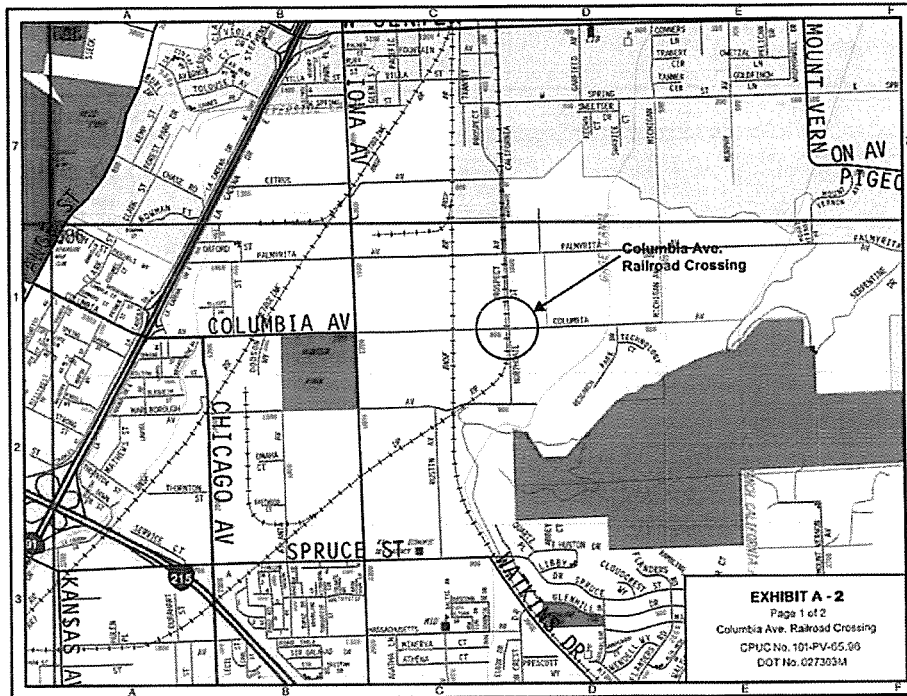
EXHIBIT A

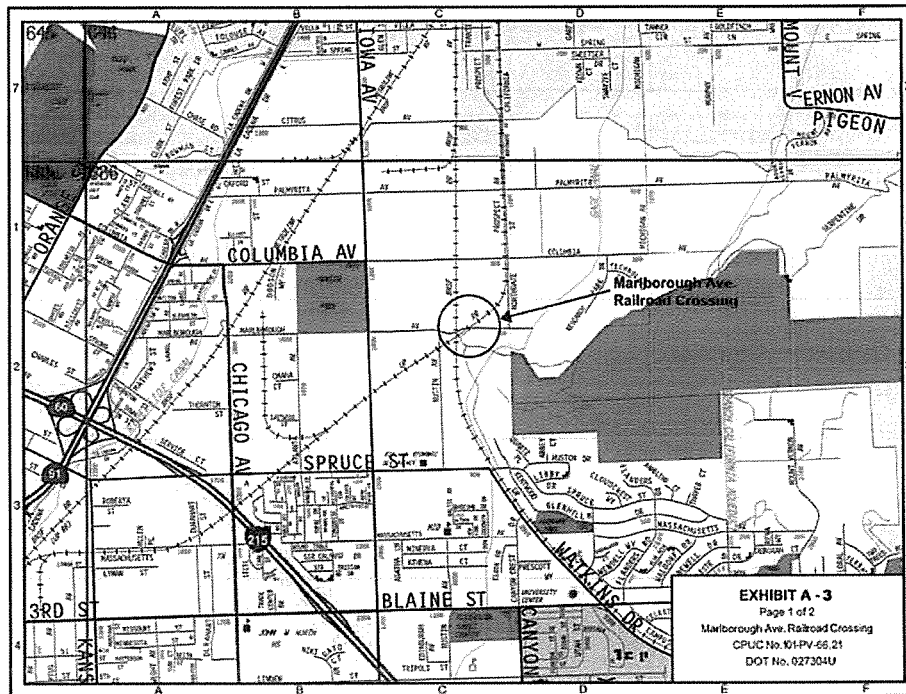
To Maintenance Agreement for PVL GRADE CROSSINGS

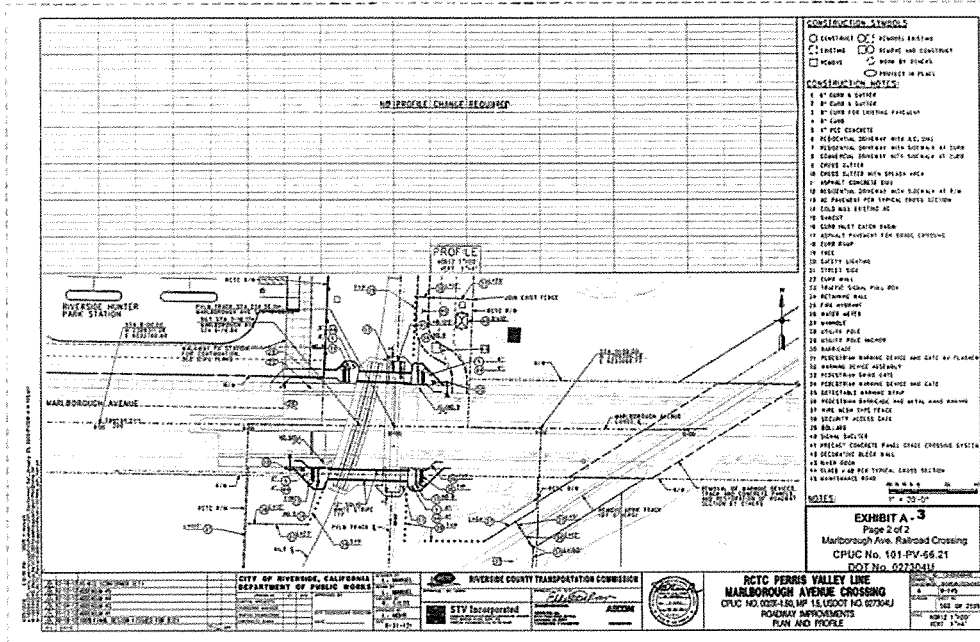
Cover Sheet for the Railroad Location Print & Project Plans

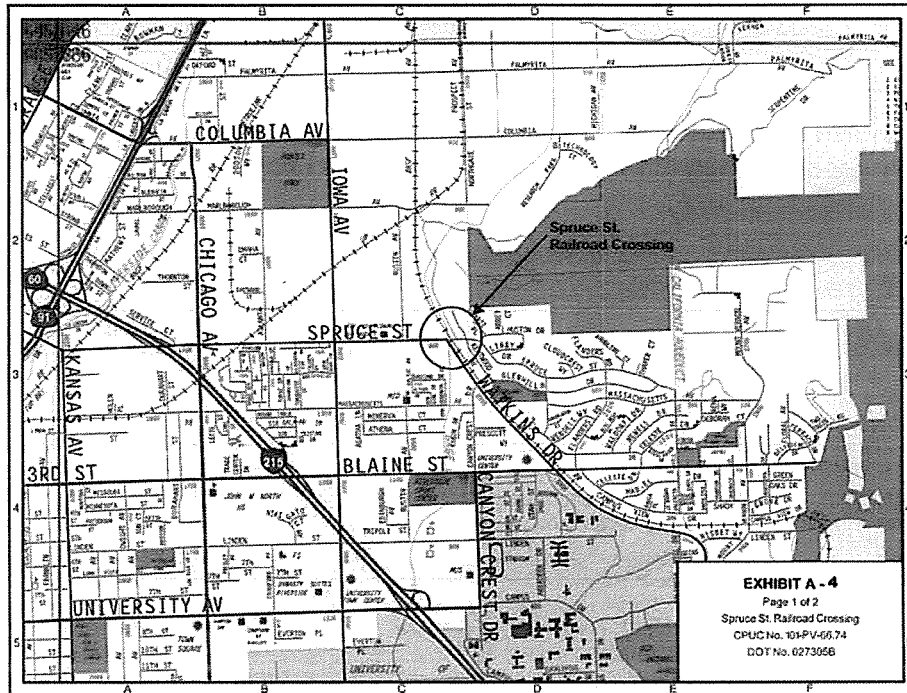


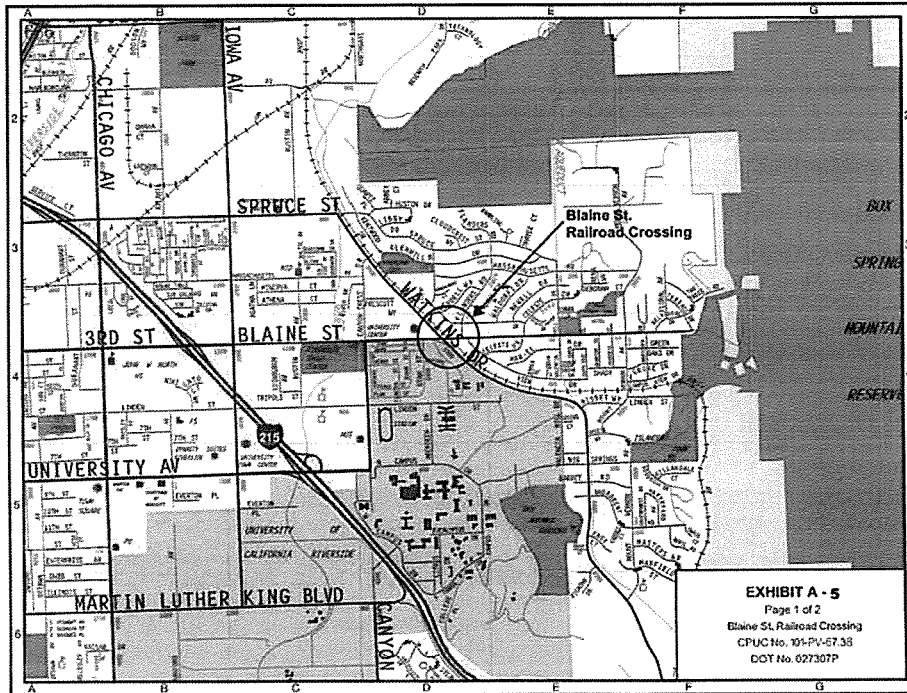


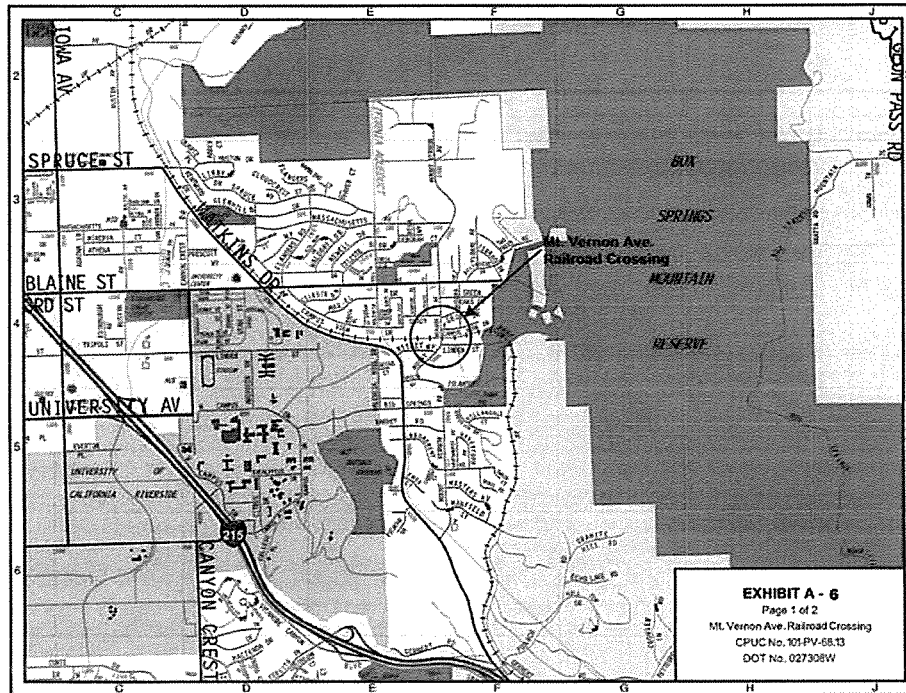












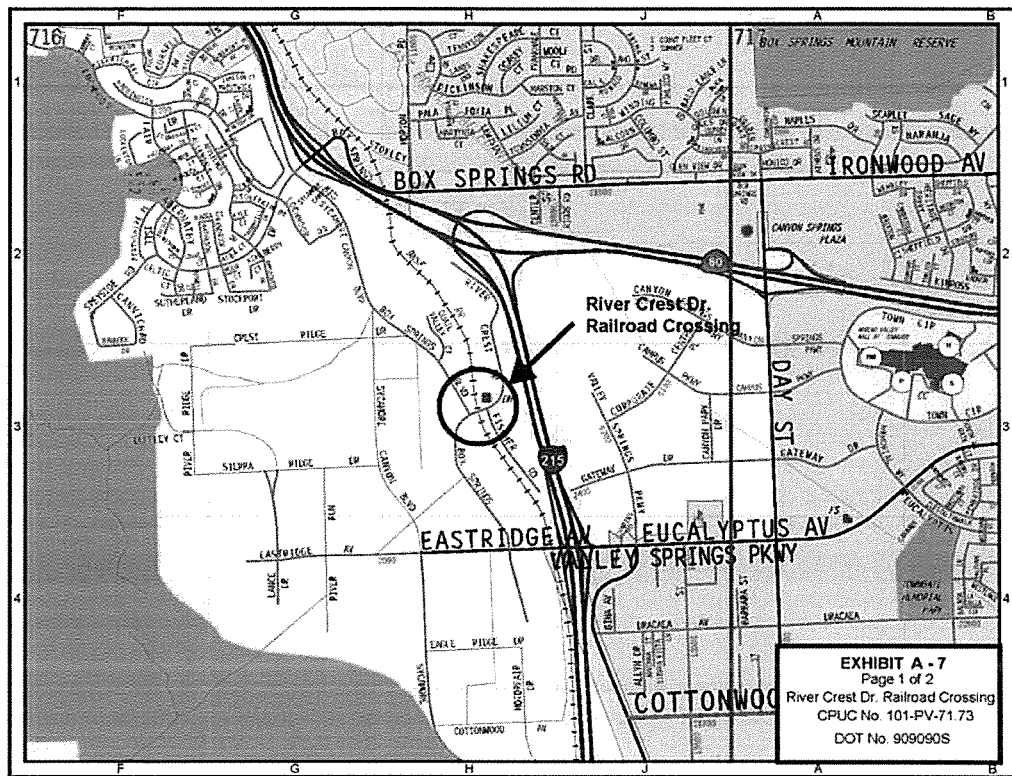


EXHIBIT B

To Maintenance Agreement for PVL GRADE CROSSINGS

Cover Sheet for the Scope of Work and Estimate (Railroad Work)

EXHIBIT B

SCRRA SCOPE OF WORK AND COST ESTIMATE (RAILROAD WORK)

CITY OF RIVERSIDE

QUIET ZONE: MARLBOROUGH AVE., SPRUCE ST., BLAINE ST. & MT. VERNON AVE.

12/21/2015

PROJECT NUMBER 860835

SCRRA FILE S0000377

	QUANTITY		UNIT COST		TOTALS
DESIGN CIVIL	0	LS	\$0.00	LS	\$0.00
DESIGN SIGNAL	0	LS	\$0.00	LS	\$0.00
DESIGN SUPPORT -CIVIL	0	LS	\$0.00	LS	\$0.00
DESIGN SUPPORT -					
SIGNAL	1	LS	\$2,500.00	LS	\$2,500.00
MAT'L PROCUREMENT- TRACK	1	LS	\$750.00	LS	\$750.00
MAT'L PROCUREMENT- STRUCTURES	0	LS	\$0.00	LS	\$0.00
MAT'L PROCUREMENT-SIGNAL	0	LS	\$0.00	LS	\$0.00
MAINT. SUPPORT-TRK/STRUCT	1	LS	\$5,000.00	LS	\$5,000.00
MAINT. SUPPORT-					
SIGNAL	0	LS	\$0.00	LS	\$0.00
CONSTRUCTION -CIVIL	0	LS	\$0.00	LS	\$0.00
CONSTRUCTION-					
SIGNAL	0	LS	\$0.00	LS	\$0.00
CONSTRUCTION MGMT	0	LS	\$0.00	LS	\$0.00
FLAGGING	0	Shifts	\$0.00	per Shift	\$0.00
PROJ. MGNT & ADMIN. SUPPORT	0	LS	\$0.00	LS	\$0.00
OTHER PROF. SERVICES	0	LS	\$0.00	LS	\$0.00
RR WORK ORDERS	0	LS	\$0.00	LS	\$0.00
OTHER (PERMITS, FEES, ETC.)	0	LS	\$0.00	LS	\$0.00
AGENCY	1	LS	\$3,500.00	LS	\$3,500.00
SUBTOTAL					\$11,750.00
CONTINGENCY	10%				\$1,750.00
			Total		\$12,925.00

Notes:

- Update PTC data base; office and field to reflect Quiet Zones
- Maintenance Support-TRK/STRUCT; Furnish and install quiet zone signage in RR right of way.
Main Track 1 and 2 and Turn Back Track
Agency management, coordination and support.
-

EXHIBIT C

To Maintenance Agreement for PVL GRADE CROSSINGS

Cover Sheet for the NOTICE OF INTENT TO CREATE NEW QUIET ZONE

CERTIFIED MAIL RETURN RECEIPT REQUESTED
Distribution is indicated in Section 5 Herein

Date: January 27, 2012
Subject: Riverside Quiet Zone, Perris Valley Line
City of Riverside, California

NOTICE OF INTENT TO CREATE NEW QUIET ZONE

Notice is hereby provided that the City of Riverside, California, intends to create a New 24-hour Quiet Zone in accordance with the regulatory provisions contained in Title 49 of the Code of Federal Regulations, Parts 222 and 229 *Use of Locomotive Horns at Highway-Rail Grade Crossings; Final Rule* (Final Rule). The Quiet Zone would restrict the routine sounding of horns on transit, passenger and freight trains per the Final Rule.

A party receiving this Notice of Intent may submit information or comments about the proposed Quiet Zone to the City of Riverside (City) during the 60 days following the date of this letter. However, this comment period will terminate if all of the parties either submit comments or signed statements that they do not have any comments due to their continuous participation in the process of developing this Quiet Zone.

SECTION 1 – AFFECTED HIGHWAY-RAIL CROSSINGS

Four (4) existing public highway rail grade crossings are located within the proposed Quiet Zone within the City of Riverside as indicated on Table 1. All affected streets are under the jurisdiction of the City of Riverside. There are no existing private highway rail grade crossings and no pedestrian-exclusive rail grade crossings located within the proposed Quiet Zone.

Table 1 - Riverside Rail Corridor Crossings

US DOT Crossing Number	Milepost	Crossing
027304U	1.50	Marlborough Avenue
027305B	2.02	Spruce Street
027307P	2.66	Blaine Street
027308W	3.41	Mt. Vernon Avenue

The following railroads and transit systems currently operate within the proposed Quiet Zone:

- Southern California Regional Rail Authority/Metrolink ("SCRRA")
- Burlington Northern Santa Fe Railway Company ("BNSF")
- Union Pacific Railroad Company ("UPRR")

SECTION 2 – TIME RESTRICTION

The routine sounding of horns would be restricted twenty-four (24) hours a day, seven (7) days a week.

SECTION 3 – PROPOSED IMPROVEMENTS

In 2008, in cooperation with SCRRA, RCTC, BNSF, California Public Utilities Commission (“CPUC”), and the Federal Railroad Administration (“FRA”); the City of Riverside began to develop a program of improvements at each of the crossings. The diagnostic field meeting was held on October 23, 2008 and proposed improvements were agreed upon by the aforementioned parties. These proposed improvements are summarized in conceptual design exhibits, dated January 26, 2012 (attached herein as Exhibit A). At this time, the crossing design is at 90% completion. In general, these improvements include:

- Raised Median Island Installations
- Four Quadrant Gates
- Traffic Signal Modifications
- Railroad Signal Modifications
- Curbs, Sidewalk and Roadway Paving
- Channelization, Signage and Fencing
- Pedestrian Treatments

Under the Final Rule, the proposed improvements such as the installation of raised median islands or four quadrant gate installation at the existing grade crossing qualify as Supplemental Safety Measures (SSMs).

SECTION 4 – POINT OF CONTACT

The City of Riverside is the lead agency for the quiet zone development.

The first point of contact for the project is:

Ms. Debbie Anderson, P.E.
Senior Engineer
City of Riverside, Public Works Department
3900 Main Street, 4th Floor
Riverside, CA 92522
Telephone: (951) 826-5517
Facsimile: (951) 826-5542
Email: danderson@riversideca.gov

The second point of contact is:

Mr. Gilbert Hernandez, P.E., T.E.
Senior Traffic Engineer
City of Riverside, Public Works Department
3900 Main Street, 4th Floor
Riverside, CA 92522
Telephone: (909) 826-5148
Facsimile: (909) 826-2046
Email: ghernandez@riversideca.gov

SECTION 5 - DISTRIBUTION

This notice has been sent to the following individuals:

Mr. Thomas J. Boyd
Deputy Public Works Director/City Engineer
City of Riverside
3900 Main Street
Riverside, CA 92522

Mr. Gregory P. Priamos
City Attorney
City of Riverside
3900 Main Street
Riverside, CA 92522

Ms. Edda Rosso
Capital Projects Manager
Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor
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