

CONSTRUCTION AND MAINTENANCE AGREEMENT

For

CRIDGE STREET

BETWEEN

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

AND THE

CITY OF RIVERSIDE

COVERING THE

HIGHWAY-RAIL AT-GRADE CROSSING

AT

BNSF MILEPOST 10.68 – SAN BERNARDINO SUBDIVISION

US DOT No.: 026493P

CPUC No.: 2B-10.70

IN

RIVERSIDE,

RIVERSIDE COUNTY,

CALIFORNIA

THIS Construction and Maintenance Agreement ("AGREEMENT") is made and entered into as of the _____ day of _____, 2024, by and between the **SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY**, a joint powers authority existing under the laws of the State of California (hereinafter referred to as "SCRRA"), to be addressed at 900 Wilshire Blvd, Suite 1500, Los Angeles, CA 90017 and the **CITY OF RIVERSIDE**, a charter city and a municipal corporation duly organized and existing under the laws of the State of California and its Charter (hereinafter referred to as "CITY"), to be addressed at 3900 Main St, Riverside, CA 92501. CITY and SCRRA may be referred to singly as "PARTY" and collectively as "PARTIES."

RECITALS

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, administer, and operate the "METROLINK" commuter train system on railroad rights-of-way owned by the member agencies and through other shared use and joint operation agreements. 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 County Transportation Authority (“SBCTA”), and Riverside County Transportation Commission (“RCTC”).

The CITY, is a charter city and a municipal corporation organized and existing under the laws of the State of California and its Charter, hereinafter referred to as "CITY";

SCRRA owns, operates, and maintains the railroad layover track and appurtenances on the rail line known as the BNSF San Bernardino Subdivision in the area traversed by Cridge Street. SCRRA and the “Operating Railroads” [as used herein “Operating Railroads” means any passenger or freight-related railroad company(s) operating on SCRRA track(s), including the Union Pacific Railroad Company (UPRR), and the Burlington Northern Santa Fe Railway Company (BNSF)] operate trains and rail equipment through this at-grade highway railroad crossing location on right-of-way owned by BNSF, in accordance with the Shared Use Agreement dated October 30, 1992, and the Agreement between SCRRA, its Member Agencies, and the National Railroad Passenger Corporation (Amtrak) and known as the “Intercity Agreement”.

Presently, the CITY occupies the BNSF right-of-way with an at-grade highway railroad crossing that carries vehicular traffic traversing on Cridge Street, CPUC No. 002B-10.70, US DOT No. 026493P, across the tracks of BNSF and BNSF Mile Post 10.69 (SCRRA Mile Post 10.67) on the BNSF San Bernardino Subdivision in the City Of Riverside, County of Riverside.

The CITY now desires to establish a quiet zone railroad crossing at Cridge Street by constructing new CPUC Standard No. 9 and 9E automatic crossing gates at all four quadrants of the crossing along with pedestrian improvements including sidewalks, curbs, and gutters on the north side of Cridge St (Railroad East). The CITY also desires to reconstruct and widen the track panels to accommodate proposed pedestrian improvements; which include pedestrian warning gates, self-closing emergency swing gates, pedestrian channelization, and tactile warning strips. In conjunction with the roadway improvements by the CITY, SCRRA desires to rehabilitate the existing SCRRA crossing to bring it to current SCRRA standards and provide a safe and reliable crossing for the public across SCRRA’s track. The associated roadway and railway improvements and appurtenances collectively define the “PROJECT”, which is further described as set forth in **Exhibit B-1**. The location of the at-grade highway railroad crossing proposed by the CITY is

shown on the location print marked as **Exhibit B-2**. The detailed plans of the PROJECT are to be included in this AGREEMENT are collectively marked as **Exhibit B-3** inclusive.

The right-of-way presently utilized by the CITY is not sufficient to allow for the reconstruction and widening of the existing at-grade highway-railroad crossing. Therefore, the CITY will need to seek an additional easement from the Riverside County Transportation Commission to facilitate the construction of the PROJECT on RCTC's Right-of-Way. The portion of RCTC's Right-of-Way that CITY needs to use in connection with the PROJECT (including the right-of-way area presently occupied by the existing at-grade highway-railroad crossing) is described in the ROW exhibit and Record of Survey marked as **Exhibit C**.

SCRRA and the CITY are entering into this AGREEMENT to cover the PROJECT described above, and as contained in the Exhibits attached to and made a part of this AGREEMENT.

AGREEMENT

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

Article 1 – List of Exhibits:

- Exhibit A – SCRRA Standard Terms and Conditions
- Exhibit B-1 – Detailed Description of Project
- Exhibit B-2 – Railroad Location Print
- Exhibit B-3 – Project Plans
- Exhibit C – ROW Exhibit & Record of Survey for Cridge Street
- Exhibit D-1 – CITY Scope of Work (CITY WORK)
- Exhibit D-2 – SCRRA Scope of Work and Estimate (RAILROAD WORK)
- Exhibit E-1 – SCRRA Form 37, Rules and Requirements for Construction on SCRRA Property
- Exhibit E-2 – SCRRA Form 6, Temporary Right of Entry Agreement, SCRRA Insurance Requirements and Access Control Management Plan
- Exhibit E-3 SCRRA Quiet Zone Implementation Guidelines
- Exhibit F-1 BNSF Agreement (to be incorporated by Amendment to this Agreement at a future date, once executed by BNSF)
- Exhibit F-2 UPRR Agreement (to be incorporated by Amendment to this Agreement at a future date, once executed by UPRR)
- Exhibit G – GO-88B
- Exhibit H – Quiet Zone Notice of Intent

Article 2 – NOT USED

Article 3 – Plans and Specifications:

- 3.1 SCRRRA will prepare the scope and estimate for the RAILROAD WORK portion of the PROJECT to be performed by SCRRRA, which will include reconstruction of the subgrade beneath the SCRRRA track through the Cridge St Crossing, replacing the existing concrete track panels to current SCRRRA standard concrete track panels, replacing all hairpin plate ties with SCRRRA standard pandrol plate ties south of the Cridge St Crossing up to the UPRR pandrol plate ties, replacing ties on each side of the new limits of the crossing panels with twenty-four (24) 10' transition ties to meet current SCRRRA standards, replace existing worn insulated joints south of Cridge St, and as more fully described in Exhibit D-2 – SCRRRA Scope of Work and Estimate.
- 3.2 CITY shall comply with all SCRRRA Terms and Conditions that are described in **Exhibit A**, **Exhibit E-1**, and **Exhibit E-2**, and other special guidelines that SCRRRA may provide to CITY for this PROJECT for any work performed by CITY or a contractor(s) to CITY.
- 3.3 CITY has prepared the PS&E for the design of the roadway, drainage, and appurtenances in connection with the PROJECT, which is more fully described in **Exhibit D-1** (the "CITY WORK"). CITY shall furnish and submit copies of the Plans and Specifications of CITY WORK, along with the supporting calculations, to SCRRRA during the design development, and at other times as requested by SCRRRA during the progress of the design, for the review and approval of SCRRRA, insofar as the PROJECT affects the property, facilities, safety, operation, or interests of SCRRRA.
- 3.4 All SCRRRA standards, design criteria, and design procedures and guidelines current at the time of the final completion of the 100% PS&E shall be valid through construction duration and the CITY shall ensure that its contractors and consultants comply with all said documentation at all times. Any additional work to the 100% PS&E shall comply with the SCRRRA standards, design, and design procedures and guidelines current at the time of execution of the additional work.

- 3.5 SCRRRA has reviewed the PS&E for the CITY WORK to ensure general conformance with SCRRRA standards and requirements. No changes in the final approved PS&E of the CITY WORK may be made unless SCRRRA has consented to the proposed changes in writing. Approval by SCRRRA shall mean only that the PS&E meet the standards of SCRRRA, and such approval by SCRRRA shall not be deemed to mean that the PS&E or construction is structurally sound and appropriate or that the PS&E meet applicable regulations, laws, statutes, local ordinances, building codes, or any combination thereof.
- 3.6 Upon completion of the construction of the PROJECT, the CITY at its sole cost and expense, shall furnish to SCRRRA a USB Flash Drive containing the construction and contract documents in portable document format (PDF), including but not limited to; plans depicting the as-constructed condition of the PROJECT and appurtenances, and drawings for SCRRRA owned or maintained facilities electronically in an editable MicroStation format. If the CITY desires to provide the aforementioned documents via another means they may request this in writing to SCRRRA. If SCRRRA agrees then the documents may be provided via the alternate means.

Article 4 – NOT USED

Article 5 – SCRRRA Requirements:

- 5.1 CITY at its sole cost and expense, shall comply and ensure that its employee(s), consultant(s), and contractor(s) comply, at all times when on or adjacent to the railroad right-of-way, with the rules and regulations, as contained in the current editions of the following documents, which are otherwise known as “REFERENCES”, as incorporated in this document as if they were set full in this paragraph, and incorporated in this AGREEMENT by reference. These documents are described and can be accessed through SCRRRA’s website www.metrolinktrains.com as the following:

- *General Safety Regulations for Third Party Construction and Maintenance Activity on SCRRRA Member Agency Property*
- *Applicable SCRRRA Engineering Standards*
- *SCRRRA Right of Way Encroachment Application*

- *SCRRA Right of Way Encroachment Process*
- *SCRRA Form 6 Temporary Right of Entry Agreement*
- *SCRRA Form 37 Rules and Requirements for Construction on SCRRA Right of Way*
- *Standard Terms and Conditions – as set forth in this AGREEMENT – Exhibit A*

5.2 This Agreement is not in lieu of the SCRRA's Permitting and Right-of-Entry process. The CITY and its consultants and contractors are required at all times to follow all SCRRA Form 6 and 37 requirements for any persons, work or equipment upon the railroad right-of-way, and other applicable guidelines and directives, as found at:

<https://metrolinktrains.com/about/agency/right-of-way/>

Applicants must submit and execute SCRRA's Form 6, and obtain formal SCRRA approval, prior to entering or beginning work on Railroad Right-of-Way and before SCRRA support services will be scheduled or provided including: Railroad Protection, SCRRA Cable and Signal Marking, and SCRRA Safety. Form 6 shall be submitted to:

RightofEntry@scrra.net

5.3 CITY and all employee(s), consultant(s), and contractor(s) employed by CITY shall ensure compliance with the terms and conditions of the AGREEMENT for work specified in this Article. SCRRA requires all CITY employee(s), consultant(s) and contractor(s) working on the PROJECT to attend the SCRRA Safety Training for Roadway Worker Protection ("RWP"), as a mandatory prerequisite to enter the railroad right-of-way or perform any work outside the railroad right-of-way with potential to affect rail operations and comply with the SCRRA Safety Rules while on railroad property.

5.4 CITY shall ensure that its contractor(s) coordinate and comply with RWIC directions at all times, standing down and securing any equipment as directed while a train passes by.

5.5 SCRRA representatives may make inspections and conduct tests to judge the effectiveness of the safety training, and compliance with SCRRA requirements, in accordance with SCRRA's Efficiency Testing Program, in compliance with 49 CFR 214 – Railroad Workplace Safety Regulations and SCRRA Third Party Work Rules. The employee(s), consultant(s), and contractor(s) shall cooperate with SCRRA, Federal, and

State representatives at all times. Disregard for, or failure to comply with, the requirements of 49 CFR 214 – Railroad Workplace Safety regulations, or SCRRRA third-party safety requirements, may result in the removal of an offending individual(s) from the railroad Right-of-Way. Egregious or repeated disregard for any safety rule or requirement may result in the termination of the Right-of-Entry Agreement.

5.6 CITY shall enter into a direct agreement with SCRRRA’s Railroad Protective Services Contractor for flagging & safety training during the duration of this project. CITY shall notify SCRRRA's Railroad Protective Services Contractor a minimum of three (3) weeks in advance of the daily flagging requirements for each week. Each Roadway Worker in Charge (RWIC) shift shall consist of 8 hours of support with a period of up to one hour at either end of the shift solely for the purpose of establishing or taking down protection as required. RWIC support shall be required at all times for any work within the railroad right-of-way or with the potential to foul the railroad. CITY shall reimburse SCRRRA’s Railroad Protective Services Contractor directly for all Railroad Protection costs.

5.7 CITY’s Contractor is responsible for the location and protection of any and all surface, sub-surface, and overhead utilities and structures. Approval of application by SCRRRA does not constitute a representation as to the accuracy of completeness of location or the existence or non-existence of any utilities or structures within the limits of this project.

- **SCRRRA is not a member of Underground Service Alert (DIGALERT).** Before excavating, the Applicant must determine whether any underground pipelines, electric wires, or cables, including signal and fiber optic cable systems, are present and located within the Project work area by formally requesting SCRRRA cable marking services, at CITY’s sole cost and expense, a minimum of 15 days prior to proposed work, through providing proper request paperwork to RightofEntry@scrra.net.

To ensure cables and conduits have been marked, no work may proceed until a SCRRRA cable marking reference number has been provided. Contractor shall pot-

hole to confirm location, alignment and depth of all services within the footprint of any proposed excavations and protect services in place, to SCRRA agreement, prior to commencing any excavation.

5.8 CITY shall provide a full-time Resident Engineer/Project Manager (RE/PM) on the site of the work during construction. The RE/PM shall have experience similar to the field of the scope of the PROJECT, on active Commuter or Class I Railroad construction projects. The RE/PM must be an engineer licensed in the State of California and must have the authority to provide direction to the contractor(s) employed by CITY, and to commit CITY within a reasonable scope of authority.

It is expected that the RE/PM will:

- Coordinate with SCRRA Staff and SCRRA Project Manager.
- Ensure Contractor's compliance with SCRRA Safety Rules.
- Support SCRRA Project Manager in ensuring appropriate permits and Site-Specific Work Plans are in place and approved before advancing construction.
- Stop any work whenever necessary to protect Life, Safety and SCRRA property.
- Be familiar with SCRRA Engineering Standards and Specifications.
- Reject materials and workmanship that do not conform to SCRRA Engineering Standards and Specifications.
- Direct unacceptable work to be removed and replaced with acceptable work.
- Communicate and coordinate with the contractor and RWIC or flagging manager for scheduling flagging protection and Form B protection.
- Have a basic understanding of railroad Operations. This includes Absolute Work Windows, Form B, Track & Time and potential impact from the construction to the train operations.
- Communicate and coordinate with the contractor and SCRRA Project Manager for arranging Work Windows affecting railroad operational service.
- Ensure all work shall be performed per SCRRA On-Track Safety Manual, GCOR, Cal OSHA, and all other guidelines that may apply to the tasks being performed.

Inspector(s) shall document and notify the contractor and SCRRA of non-compliant work.

- Monitor, inspect and verify compliance with contract plans, specifications and special provisions on all aspects of grade crossing construction, including:
 - Assist in coordinating the CITY WORK and work performed by SCRRA track and signal contractors at the CROSSING AREA.
 - Field experience from a minimum of five at-grade highway-rail crossings construction projects on an active Commuter or Class I Railroad.
 - The ability and willingness to work when construction occurs during nights and weekends when there is less train activity.
 - Actual field experience in earthwork, pavements, striping, signage, fencing, track work, site utilities, drainage, concrete, and structural steel.
 - Experience in coordination of the RAILROAD WORK and the CITY WORK within the CROSSING AREA.
 - A basic understanding of the railroad signal system at the at-grade crossing. This includes the layout of the gates, loops, pull-boxes, conduits, houses and flashers, and order of which the elements at the crossing are installed.

5.9 CITY will obtain approval from SCRRA for any construction phasing proposals, associated schedules, work plans and expected operational impacts a minimum of ninety (90) calendar days before the commencement of any work that has the potential to affect SCRRA operations, services, equipment, infrastructure, Positive Train Control (PTC) systems, or safety procedures. All associated construction phasing plans, demolition and abandonment, track removal, replacement and new installation must also be submitted for approval ninety (90) calendar days prior to the start of the work.

- 5.10 CITY shall, unless otherwise specified as SCRRA's responsibility, be responsible for all coordination, permits, licenses and agreements required by Utility Companies, Third Parties and Statutory Authorities for the construction, testing and integration into operational service of the PROJECT.
- 5.11 CITY will coordinate with SCRRA for any Public Relations support services that may be required from SCRRA for public notification. The CITY shall be responsible for all SCRRA costs for such support.
- 5.12 CITY, its officers, employees' agents, assigns, contractors and vendors, shall not interfere with the operation of Metrolink commuter train service.
- 5.13 CITY will incorporate all requirements of this AGREEMENT, in so far as they pertain to construction, planning, coordination and safety of operations on or about the railroad right of way, into the construction contract with the CITY's Prime Contractor. CITY shall further require that each of its Contractors comply with all requirements of this AGREEMENT that pertain to construction, planning, coordination and safety of operations on or about the railroad right of way.
- 5.14 All work within the railroad right-of-way will require railroad protective services, in accordance with **Articles 5.1, 5.3, 5.4 and 5.6**, unless specifically agreed in writing otherwise by the SCRRA PM.

Article 6 – Scope of Work and Estimate by the CITY:

- 6.1 CITY WORK to be performed by CITY is described in **Exhibit B-1** and **Exhibit D-1 – CITY Scope of Work** (hereinafter referred to as "CITY WORK").
- 6.2 CITY shall make any and all arrangements for the installation or relocation of wire lines, pipelines, advertising signs, and other facilities owned by private persons, companies, corporations, political subdivisions or public utilities other than SCRRA, which may be

necessary for the construction of the PROJECT. CITY shall be responsible for any and all costs associated with these installations, relocations or takings, at no cost to SCRRA.

- 6.3 CITY shall be responsible for the removal and remediation of any and all contaminated or hazardous material encountered within the limits of the PROJECT and the CROSSING AREAS within each respective right-of way in accordance with applicable law or regulation.
- 6.4 At the completion of construction, CITY and its consultants, at its sole cost and expense shall review, verify and prepare as-built drawings for provision to SCRRA.
- 6.5 The CITY shall be responsible for entering into a direct agreement with SCRRA's Railroad Protective Services Contractor, RailPros, for the duration of the project for SCRRA safety training and railroad flagging.

Article 7 – Scope of Work and Estimate by SCRRA:

- 7.1 The RAILROAD WORK to be performed by SCRRA, at the CITY's sole cost and expense, is described in **Exhibit B-1** and **Exhibit D-2** – SCRRA Scope of Work and Estimate (the "RAILROAD WORK"), estimated to be in the amount of One Million Seventy-Nine Thousand Eight Hundred and Four Dollars (\$1,079,804). All PROJECT work performed by SCRRA, and the cost of the PROJECT will be at the sole cost and expense of CITY including any overage beyond the estimated cost for the RAILROAD WORK.
- 7.2 Completion of any designs necessary for the RAILROAD WORK portion of the PROJECT, and the acceptance of the estimate in **Exhibit D-2**, and the deposit of any funds due to SCRRA are conditions precedent to issuing the Notice to Proceed with the RAILROAD WORK.
- 7.3 Upon execution of the Agreement and receipt from CITY of a written notice to proceed with the RAILROAD WORK and full funding deposit, SCRRA will place orders for any needed materials or equipment, and issue contracts or task orders for SCRRA construction support

scope for the PROJECT, or to facilitate any adjustment of existing SCRRA facilities necessary to permit construction of the PROJECT. Orders for materials, new contracts for construction, or task orders under existing contracts, will be issued in accordance with SCRRA procurement policies and the laws and regulations governing public agency contracts applicable to SCRRA.

- 7.4 SCRRA shall provide a Project Manager to support the PROJECT, attend progress meetings, review RFIs, work plans and schedules where the scope has the potential to affect SCRRA operations or at the CITY's request, provide an overview of construction progress, ensure railroad operational safety and compliance with SCRRA standards and procedures, support inspections and final walk-through and to generally provide coordination between SCRRA, CITY and CITY's contractor. SCRRA's Project Manager shall respond to RFIs, work plans and schedules within twenty (20) working days of receipt. Where numerous documents are submitted simultaneously for review, SCRRA may request additional time beyond twenty (20) working days to respond, and the "CITY shall specify an order of priority upon submittal. CITY shall review all documentation for accuracy and completeness prior to submittal to SCRRA for review.
- 7.5 SCRRA shall provide a part-time Construction Inspector to support the PROJECT, observe construction activities in, over and adjacent to SCRRA right of way for compliance with approved Site Specific Work Plans ("SSWP"), attend construction meetings, and observe construction activities for railroad operational safety and compliance with SCRRA standards and procedures.
- 7.6 At the end of any work window where construction has impacted, altered or improved existing SCRRA railroad infrastructure or systems, SCRRA shall provide the support of its track, signal and communication maintenance contractor for final inspection and acceptance into operational service of the infrastructure and systems affected by the construction. Any defects or unacceptable conditions preventing operational service shall be immediately addressed by the contractor responsible for the construction implementation.

Article 8 – Construction by the CITY:

- 8.1 CITY shall furnish, or cause to be furnished, all labor, materials, tools equipment, and superintendence for the performance of the CITY WORK (i.e., all work contemplated by this Agreement that is not RAILROAD WORK).
- 8.2 CITY must supervise and inspect the operations of all CITY Contractors to assure compliance with the plans and specifications approved by SCRRA, the terms of this AGREEMENT, and all safety requirements of SCRRA. If SCRRA reasonably determines that CITY personnel are not providing proper supervision and inspection at any time during construction of the PROJECT, or that activities of CITY personnel are impacting SCRRA or freight railroad operations, SCRRA has the right to stop construction within, above or adjacent to the railroad right-of-way. Construction of the PROJECT, within, above or adjacent to the SCRRA Operating Right of Way will not proceed until CITY corrects the objectionable condition or activity to the reasonable satisfaction of SCRRA. If SCRRA believes that the condition or activity is not being corrected in an expeditious manner, SCRRA will immediately notify CITY, and CITY agrees to institute immediate, appropriate corrective action. Should CITY not address the situation expeditiously to the satisfaction of SCRRA, SCRRA shall, at CITY's sole cost and expense, address the situation with SCRRA's own forces.
- 8.3 CITY shall incorporate the requirements of **Exhibits A, E-1 and E-2** into each prime contract for construction of the PROJECT. CITY shall ensure that its Contractor conforms with the requirements described in **Exhibits A, E-1 and E-2**, in order to avoid delay or damage to SCRRA operations, right-of-way, property, or other facilities, or the operations, property or facilities of others occupying or using SCRRA Operating Right of Way. All work done by the CITY, or its Contractor(s), on the Right of Way of SCRRA, shall be done in a manner satisfactory to SCRRA.
- 8.4 CITY, its officers, employees' agents, assigns, contractors and vendors, shall immediately contact SCRRA in the event of any condition which might impact the safe operation of the railroad. The following are SCRRA's emergency numbers:

Dispatch and Operations Center (888) 446-9715

Signal Emergencies and Crossing Problems (888) 446-9721

8.5 The Contractor's operations are subordinate to the operation of trains on the SCRRA right-of way, whether passenger or freight. All work upon the SCRRA right-of-way shall be done at such times and in such a manner as not to interfere with or endanger SCRRA Operations. SCRRA will strive to cooperate with the Contractor such that the work may be handled and performed in an efficient manner, however, CITY and it's Contractor(s) will have no claim with SCRRA whatsoever for any type of damages or for extra or additional compensation in the event its work is delayed by rail operations.

Work Windows are described in **Exhibit E-1** - Form 37, Rules and Requirements for Construction on SCRRA Right of Way, Article 4.3:

1. SCRRA will not be granting Exclusive Work Windows solely for the construction of this PROJECT.
2. Work Window – Form B, may be available weekdays between 0800 hours and 1600 hours.
3. Work Window – Form B, may be available weekends between 0700 hours and 1900 hours.
4. Work Window – Track and Time, may be intermittently available nightly, between 2000 hours and 0400 hours.

8.6 Current daily traffic volumes that apply to this PROJECT on SCRRA owned track will be:

Type of Train	Number of Trains	Timetable Speed
Metrolink	11	10 MPH

The table of trains shown above represents the expected number of scheduled trains on a normal day through the project area and is subject to change. On certain days, the number of scheduled trains may vary, particularly on weekends and holidays. Certain trains may operate ahead of schedule and any of the trains may operate behind

schedule, depending on operating conditions on a given day. Passenger and freight train schedules are re-issued as necessary through the year, and such re-scheduling is to be expected during the duration of the project. The most current timetable of scheduled Metrolink and Amtrak trains may be found at <https://metrolinktrains.com/>

- 8.7 CITY shall ensure that throughout the period of any open or shored excavations being in place within the railroad zone of influence, any directional drilling or jack and bore installations beneath the tracks within the zone of influence, or any drilling or pile driving adjacent to the tracks, its Contractor monitors adjacent railroad track elevations throughout construction, to ensure that no settlement of the track occurs. CITY shall immediately notify the SCRRA Dispatch and Operations Center on (888) 446-9715 or (909) 596-3584, and SCRRA PM should any settlement occur. All excavations, shoring and monitoring shall comply with the requirements of SCRRA Design Criteria Manual Chapter 15. CITY shall additionally ensure that its Contractor furnishes a performance bond when any excavation, shoring and support of excavation, or boring and jacking of pipe and casing may affect the stability of the railroad facility or track(s), or settlement of the soil around a pipe, as per the requirements of Form 37, Section 5.11. All performance bonds shall be sent for the attention of:

Andy Althorp

Assistant Director, Construction

2558 Supply Street Building A, Pomona, California 91767

Email: althorpa@scrra.net

Phone: (213) 494-8080

- 8.8 CITY will ensure that its Contractor fully protects the track and associated infrastructure from any potential concrete or slurry spillage, from piling arisings or other excavation arisings, that contractor activities do not generate excessive dust, and that any work above the railroad is fully protected to ensure that there is no potential for materials or equipment to fall onto the right-of-way beneath. CITY shall ensure that its contractor does not store materials or equipment upon the right-of-way which could foul the track,

and that before any material/equipment is stored upon the right-of-way, SCRRA's written agreement is first secured, with a clear access path for maintenance or emergency vehicles constantly available.

- 8.9 As agreed between CITY and SCRRA, any salvaged material required for reuse by SCRRA within the SCRRA network shall be delivered by the Contractor to SCRRA premises.
- 8.10 CITY must advise the SCRRA Assistant Director, Construction in writing of the proposed completion date of the PROJECT sixty (60) days in advance of such completion date, to allow for a meeting and punch list walkthrough a minimum of forty five (45) days prior to completion to be undertaken between CITY, Contractor and SCRRA to inspect and record any outstanding work items, deficiencies or corrections required. At completion and prior to SCRRA acceptance of the project into operational service, a further walkthrough will be arranged between all said parties to ensure all outstanding punch list items, defects, omissions, site clean-up and removal of materials/equipment with the potential to affect Railroad operations have been addressed to SCRRA's satisfaction. CITY shall then formally record to the SCRRA Assistant Director, Construction, in writing, the completion of the PROJECT, within thirty (30) days of completion date.
- 8.11 CITY will provide to SCRRA within sixty (60) days of final completion, copies of all as-constructed documentation and records pertaining to the project is so far as they relate to the railroad systems and infrastructure, to include, but not necessarily limited to:
- As-constructed plans and shop drawings

Article 9 – Maintenance:

- 9.1 Upon completion of the PROJECT and acceptance by SCRRA, SCRRA will own, operate, and maintain, at its sole cost and expense, the following portions of the PROJECT:
- The railroad roadbed, ballast, track and appurtenances furthest west.

- The at-grade highway-railroad CROSSING AREAS within two (2) feet of the rails of SCRRRA track.

9.2 Upon completion of the PROJECT and acceptance by non-SCRRRA Operating Railroads, CITY shall ensure that BNSF & UPRR will own, operate, and maintain, at its sole cost and expense, the following portions of the PROJECT:

- The railroad roadbed, ballast, three tracks and appurtenances to the east.
- All railroad grade crossing flashers including but not limited to vehicular entrance gates, vehicular exit gates, and pedestrian gates.

9.3 Upon completion of the PROJECT and acceptance by CITY, CITY will accept, operate, and maintain, at its sole cost and expense, the following portions of the PROJECT:

- The at-grade highway-railroad CROSSING AREAS starting at two (2) feet outside of the rails of each track. When two or more tracks are involved, CITY shall maintain, at its expense, that portion of the area between the tracks where the distance between the center lines of tracks is greater than fifteen (15) feet measured at the center line of the highway, normal to the tracks.
- The railings and appurtenances of roadway crossing for protection or benefit of vehicles and pedestrians;
- The roadway including the roadway approaches and curbs, gutters, sidewalks and appurtenances thereto;
- The roadway approach lighting;
- The roadway drainage structures, storm drain laterals, and collecting storm drains;
- The roadway signage and striping;
- Any street improvements, including street lighting, sidewalks, curb and gutters, emergency swing gates, detectible warning strips, channelization devices for pedestrians (fencing and handrailing), pavement striping and markings (traffic and pedestrian), raised pavement markers, raised

medians, traffic signals and signage within the at-grade highway-railroad crossing areas. This work shall be done pursuant to CPUC General Order 72-B.

- All other work constructed by the PROJECT as it specifically relates to vehicular and pedestrian use of the roadway crossing.

- 9.4 CITY shall notify SCRRA five (5) business 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.
- 9.5 CITY shall control or remove at the CITY's expense weeds or vegetation located within the CITY's 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 the CITY may not lawfully perform the control or removal work, CITY shall reimburse SCRRA for the cost of performing such control or removal.
- 9.6 If in the future, the CITY elects to modify the existing crossing(s) by widening or replacement of crossing surface(s), then any SCRRA costs of modifications to crossing(s), including material and/or repair or rehabilitation of the railroad tracks shall be borne by the CITY.
- 9.7 If in the future, the 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), the 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.

9.8 CITY shall incorporate the requirements of **Exhibit E-1** and **Exhibit E-2** into each prime contract for maintenance. CITY shall exercise its authority as a party to any contract for maintenance into which it enters to ensure its contractor(s) conforms with the requirements listed in **Exhibit E-1** and **Exhibit E-2**, and to ensure that operations, right-of-way, property, or other facilities of SCRRA or the operations, property or facilities of others occupying or using CITY's right-of-way, are protected at all times. All work done by CITY, or its contractor(s), on the railroad right-of-way shall be done in a manner satisfactory to SCRRA.

Article 10 – Maintenance by Other Operating Railroads:

- 10.1 BNSF is to install and maintain pedestrian gates on the Northeast quadrant of the crossing.
- 10.2 BNSF is to install and maintain vehicular entrance & exit gates on the Northeast & Southeast quadrants of the crossing.
- 10.3 UPRR is to install and maintain pedestrian gates on the Northwest quadrant of the crossing.
- 10.4 BNSF is to install and maintain vehicular exit gates on the Northwest & Southwest quadrants of the crossing.
- 10.5 The CITY is entering into separate Construction & Maintenance Agreements with UPRR and BNSF. Once executed, these agreements will be incorporated herein as though fully set forth in this AGREEMENT through a written amendment executed by the CEO or other similar officer of each of the PARTIES with delegated authority to execute such amendments to the AGREEMENT.

Article 11 – NOT USED

Article 12 – Future Quiet Zone:

- 12.1 The CITY has petitioned for a Quiet Zone within their jurisdictional boundaries pursuant to Federal Railroad Administration (“FRA”) Regulation Title 49 Part 222 of the Code of Federal Regulations (49 CFR Part 222) requirements and SCRRRA’s Design Criteria Manual – Section 25 Quiet Zone Implementation Guidelines and Procedures, **Exhibit E-3**. The Notice of Intent to Create New Quiet Zone for these crossings was issued by the City on March 28, 2017 (**Exhibit H**).
- 12.2 The CITY further acknowledges that if it elects to establish a quiet zone within its jurisdictional boundaries pursuant to the FRA , CITY shall formally submit a Notice of Establishment to the FRA which will be incorporated herein as though fully set forth in this AGREEMENT through a written amendment executed by the CEO or other similar officer of each of the PARTIES with delegated authority to execute such amendments to the AGREEMENT.

Article 13 – Distribution of Costs:

- 13.1 If the CITY will be receiving any federal funding for the PROJECT, the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B are incorporated into this AGREEMENT by reference, and construction work by the CITY and Contractor(s) shall be performed, and any reimbursement to SCRRRA for work it performs, shall be made in accordance with the Federal Aid Policy Guide.
- 13.3 Notwithstanding any provision of 23 CFR 210, the CITY agrees to assume, in accordance with 23 CFR 210 (d), all responsibility for any and all shares of the cost for which SCRRRA might otherwise be responsible. SCRRRA shall not, in any event, be required to commit its own funds or that of its member agencies to the PROJECT.

Article 14 – Payment for SCRRRA Work (RAILROAD WORK):

- 14.1 SCRRRA shall invoice CITY, within fifteen (15) calendar days of execution of this AGREEMENT, and CITY shall pay to SCRRRA within thirty (30) calendar days of date of invoice, a deposit in an amount of Five Hundred Thirty-Nine Thousand Nine Hundred and Two Dollars(\$539,902), or 50 percent (50%) of the amount of the total estimate of One Million Seventy-Nine Thousand Eight Hundred and Four Dollars (\$1,079,804) contained in **Exhibit D-2**, SCRRRA Scope of Work and Estimate, representing three (3) months of SCRRRA Project support costs. SCRRRA shall retain the deposit to cover support costs and invoice CITY quarterly for all expenses incurred, with accompanying quarterly progress statements detailing the scope and costs of the RAILROAD WORK performed by SCRRRA under this AGREEMENT, with CITY reimbursing SCRRRA in full within thirty (30) calendar days of date of quarterly invoices. SCRRRA shall then use the deposit as a draw down to cover PROJECT costs for the final quarter of support, with any remaining balance being returned CITY, or additional expenses due to SCRRRA being paid by CITY, at completion of PROJECT.
- 14.2 Once the actual cost, including the estimated allocated overhead, exceeds eighty percent (80%) of the amount estimated in **Exhibit D-2** or the total deposited to date, whichever is the lesser, and SCRRRA determines that additional funds will be needed to complete the PROJECT, SCRRRA shall notify the CITY and provide an updated estimate for approval. Once approved by the CITY, an amendment to this AGREEMENT shall be executed to fund the additional estimated cost.
- 14.3 SCRRRA will submit quarterly statements of costs incurred by SCRRRA for review by CITY. CITY shall review the statement for conformance with the applicable provisions of 48 CFR 31 or the requirements of the funding agreements within Twenty (20) business days and provide SCRRRA with written approval, comments and/or objections in writing.
- Progress statements shall be sent to:

Nathan Mustafa
Deputy Public Works Director/ City Engineer
City of Riverside,
3900 Main Street
Riverside, CA 92522
Email: nmustafa@riversideca.gov

- 14.4 Until SCRRA receives formal approval of its final overhead rates, the Federal Transit Administration provisional overhead rate will be provided for cost estimation and budgeting purposes. SCRRA will invoice utilizing the Federal Transit Administration provisional overhead rate until the Federal Transit Administration, SCRRA's cognizant audit Agency, has approved the final rate at the completion of its audit, at which time SCRRA will reconcile all previous invoices and make adjustments where appropriate. Upon completion of the PROJECT, and after the SCRRA overhead rate for each period covering the construction of the PROJECT is approved by the cognizant audit Agency, SCRRA will send CITY a detailed statement of final costs, segregated as to labor and materials for each item in the recapitulation shown in **Exhibit D-2**.
- 14.5 SCRRA, if it so elects, may recalculate and update the RAILROAD WORK Estimate submitted to the CITY in the event the CITY does not commence construction on the portion of the PROJECT located on the Railroad Right-of-Way within six (6) months from the commencement date of the RAILROAD WORK, as mutually agreed to be July 1, 2024.
- 14.6 Notwithstanding the amount of the RAILROAD WORK provided by SCRRA, the CITY agrees to reimburse SCRRA for one hundred percent (100%) of all actual costs incurred by SCRRA in connection with the PROJECT, including, but not limited to, actual costs of engineering review, coordination, construction inspection, flagging or other protective service, 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.

Article 15 – Contractor’s Right of Entry Permit and Insurance:

- 15.1 Entry onto the SCRRA Operated Right of Way by CITY or its Contractor(s) shall at all times be subject to the then-current requirements for entering the SCRRA Operated Right of Way and the SCRRA procedures and requirements for securing railway flagging or other protective services – see **Article 5**.
- 15.2 CITY may not self-insure any portion of the insurance coverage for work performed by the employees of CITY without the prior approval of SCRRA.
- 15.3 Under no circumstances will personnel, equipment, or material of a contractor(s) or CITY be allowed on the railroad right-of-way without first providing the insurance, and arranging for flagging or other protective services, as required by this **Article 5**.

Article 16 – Effective Date; Term and Termination:

- 16.1 This AGREEMENT shall become effective as of the date signed by both PARTIES and shall continue in full force and effect for as long as the at-grade highway railroad crossing area exists at Cridge Street.
- 16.2 In the event the CITY does not commence construction on the portion of the PROJECT located within the Railroad Right-of-Way within twelve (12) months of the EFFECTIVE DATE of the AGREEMENT, SCRRA may, if it so elects, terminate this AGREEMENT effective thirty (30) days after delivery of written notice to CITY.
- 16.3 SCRRA may suspend its performance under this AGREEMENT if it becomes impracticable to proceed because of a lack of PROJECT funding or restrictions on the distribution of funds.
- 16.4 If the AGREEMENT is terminated or suspended for any reason, CITY shall pay to SCRRA all actual costs incurred by SCRRA or its Contractor(s) in connection with the PROJECT up to the date of termination or suspension, including, without limitation, all actual costs incurred by SCRRA, including allocated overhead in connection with RAILROAD WORK.

Article 17 – Conditions Precedent to Start of Work:

17.1 Neither CITY nor any Contractor(s) retained by CITY may commence any work within, or with the potential to foul, the Railroad Right-of-Way until:

- a) SCRRA and CITY have executed this AGREEMENT.
- b) CITY has deposited required advance funds with SCRRA as provided for in **Article 14**.
- c) SCRRA has provided written approval of the Plans and Related Documents to CITY.
- d) Each Contractor has executed SCRRA "Form No. 6 -Temporary Right-of-Entry Agreement" and has obtained and provided to SCRRA the insurance policies, certificates, binders, endorsements, or a combination thereof set forth in the "Form 6 -Temporary Right-of-Entry Agreement and this AGREEMENT. Should CITY's prime contractor elect to provide insurance and indemnification for all of its subcontractors then only the prime contractor shall obtain the Form No. 6 Temporary Right-of-Entry Agreement. Application for Temporary Right-of-Entry Agreement shall include the Contractors Access Control Management Plan, **Exhibit E-2**.
- e) All CITY and its Contractor(s) personnel working on or adjacent to the railroad right-of-way have attended and passed the SCRRA Safety Training for Roadway Worker Protection as specified in **Article 5**.
- f) CITY & other Operating Railroads have fully executed maintenance agreements and CITY has obtained approved Right-of-Entry permits from aforementioned railroads.

Article 18 – Indemnification:

18.1 Neither SCRRA, nor the Operating Railroads, nor any of SCRRA's board members, member agencies, officers, agents, volunteers, contractor(s), 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 CITY WORK and authority or obligation agreed to by the CITY under this AGREEMENT. The 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, contractor(s,) 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 the CITY, its council, officers, agents, contractor(s), or employees under or in connection with any aspect of the PROJECT, CITY WORK, authority or obligation agreed to by the CITY under this AGREEMENT. This indemnity shall survive completion of the PROJECT, CITY WORK, and RAILROAD WORK and termination of this AGREEMENT.

- 18.2 Neither the CITY, nor its council, officers, agents, contractor(s), 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 and 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, contractor(s), 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, contractor(s) 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 and RAILROAD WORK and termination of this AGREEMENT.
- 18.3 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 19 – General Provisions:

- 19.1 This AGREEMENT shall continue in force and effect unless otherwise provided herein, until mutual termination by the PARTIES or the elimination or removal of *at-grade highway railroad crossing at Cridge Street*, 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 CITY and SCRRA.
- 19.2 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 the CITY and SCRRA.
- 19.3 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.
- 19.4 The PARTIES to this 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 (3) 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.

- 19.5 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) calendar days after the commencement of the cause, the period shall commence to run only thirty (30) calendar days prior to the giving of such notice.
- 19.6 CITY and SCRRA shall comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations of any governmental authority having jurisdiction over the PROJECT.
- 19.7 Neither this AGREEMENT, nor any of the PARTIES rights, obligations, duties, nor authority hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party. Any such attempt of assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be deemed consent to any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.
- 19.8 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.

- 19.9 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 this AGREEMENT and the balance of this AGREEMENT shall remain in effect.
- 19.10 This AGREEMENT shall be construed and interpreted under the laws of the State of California.
- 19.11 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.
- 19.12 The RECITALS set forth above are incorporated into this AGREEMENT.
- 19.13 This AGREEMENT may be executed in counterparts and by the PARTIES hereto is separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same AGREEMENT.
- 19.14 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:

CITY OF RIVERSIDE	SCRRRA
Nathan Mustafa Deputy Public Works Director/ City Engineer	Andy Althorp Assistant Director, Construction
City of Riverside	Southern California Regional Rail Authority
3900 Main Street	2558 Supply Street, Building A
Riverside, CA 92522	Pomona, CA 91767
E-mail: nmustafa@riversideca.gov Telephone: (951) 826-2251	E-mail: althorpa@scrra.net Telephone: (909) 593-6973

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be duly executed in by their duly qualified and authorized officials.

SOUTHERN CALIFORNIA REGIONAL
RAIL AUTHORITY

CITY OF RIVERSIDE

By: _____
Darren M. Kettle
Chief Executive Officer

By: _____
Mike Futrell
City Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Don O. Del Rio
General Counsel

By: *Jusan Wilson*
City Attorney

Date: _____

Date: 5-16-24

CERTIFIED AS TO FUNDS AVAILABILITY:

BY: *[Signature]*
ASSISTANT CHIEF FINANCIAL OFFICER

EXHIBIT A
SCRRA STANDARD TERMS AND CONDITIONS

SECTION 1 - CONDITIONS AND COVENANTS

a) SCRRA makes no covenant or warranty of title for quiet possession or against encumbrances. Any lines constructed on the railroad right-of-way by or under authority of the City of Riverside for the purpose of conveying electric power or communications incidental to the City of Riverside's use of the right-of-way for highway purposes shall be constructed in accordance with specifications and requirements of SCRRA, and in such manner as not adversely to affect communication or signal lines of SCRRA or its licensees now or hereafter located upon said right-of-way. No non-party shall be admitted by the City of Riverside to use or occupy any part of the railroad right-of-way without SCRRA's written consent. Nothing herein shall obligate SCRRA to give such consent.

b) The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or not, and also to any renewals thereof. The City of Riverside shall not damage, destroy or interfere with the right-of-way or rights of nonparties in, upon or relating to the railroad right-of-way, unless the City of Riverside at its own expense settles with and obtains releases from such nonparties.

c) SCRRA and its member agencies reserve the right to use and to grant to others the right to use the Crossing for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the right-of-way; also the right to cross the Crossing with all kinds of equipment. SCRRA further reserves the right to attach signal, communication or power lines to any highway facilities located upon the right-of-way, provided that such attachments shall comply with City of Riverside 's specifications and will not interfere with the use of the Crossing.

d) So far as it lawfully may do so, the City of Riverside will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Crossing, excepting taxes levied upon and against the right-of-way as a component part of SCRRA's operating right-of-way.

SECTION 2 - WORK

a) All work contemplated in this AGREEMENT must be performed in a good and workmanlike manner and each portion must be promptly commenced by the PARTY obligated by this AGREEMENT to perform the work. All work must be diligently prosecuted to conclusion in its logical order and sequence. All changes or modifications proposed which affect SCRRA or the interests of SCRRA will be subject to SCRRA's approval prior to the commencement of work on all such changes or modifications.

b) For public infrastructure and facilities owned and maintained by the City of Riverside, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the work, and will furnish to SCRRA upon request with satisfactory evidence that such authority has been obtained. The City of Riverside shall act as the lead agency on all planning, zoning, environmental approval and permitting activities required by State or Federal law and shall obtain and pay for all other permits and licenses required by law or regulation for the work.

c) All work of the City of Riverside upon the railroad right-of-way shall be performed and completed in a manner satisfactory of SCRRA's Minimum Requirements set forth in **Exhibit E-1, E-2**, and other guidelines or standards furnished by SCRRA.

d) SCRRA will have the right to stop work if any of the following events take place:

- i) City of Riverside (or any of its Contractor(s)) performs the work in a manner contrary to the plans and specifications approved by SCRRA on the Right-of-Entry Permit;
- ii) City of Riverside (or any of its Contractor(s)), in SCRRA's opinion, prosecutes the work in a manner which is hazardous to the railroad right-of-way, facilities or the safe and expeditious movement of railroad traffic;
- iii) the insurance required by the AGREEMENT is canceled during the course of the work or does not meet the minimum requirements specified herein.

e) The work stoppage may continue until all necessary actions are taken by City of Riverside or its Contractor(s) to rectify the conditions to the satisfaction of SCRRA or until additional insurance has been delivered to and accepted by SCRRA, or the obligations are brought current.

SECTION 3 - INJURY AND DAMAGE TO PROPERTY

If the City of Riverside, in the performance of any work contemplated by this AGREEMENT or by the failure to do or perform anything for which the City of Riverside is responsible under the provisions of this AGREEMENT, shall injure, damage or destroy any property of the railroad or of any other person lawfully occupying or using the right-of-way of the railroad, such property shall be replaced or repaired by the City of Riverside at the City of Riverside 's own expense, or by SCRRA at the expense of the City of Riverside, and to the satisfaction of SCRRA.

SECTION 4 - SAFETY MEASURES; PROTECTION OF SCRRA OPERATIONS

It is understood and recognized that safety and continuity of SCRRA's operations and communications are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents and/or incidents may be prevented and avoided, it is

agreed with respect to all of said work of the City of Riverside that the work will be performed in a safe manner and in conformity with the following standards:

a) **City of Riverside and Contractor.** All references in this AGREEMENT shall also include the Contractor(s), its subcontractors of any tier, and their respective officers, agents and employees, and others acting under its or their authority; and all references in this AGREEMENT to work of the City of Riverside shall include work within the railroad right-of-way, as well as work outside and adjacent to the railroad right-of-way, such as temporary traffic control, that has the potential to impact the railroad right-of-way..

b) **Compliance with Laws.** The City of Riverside shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The City of Riverside shall use only such methods as are consistent with safety, both as concerns the City of Riverside, the City of Riverside' agents and employees, the officers, agents, employees and property of SCRRA and the public in general. The City of Riverside (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts, labor laws, laws governing trade, travel and use of material, and similar laws or regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the railroad right-of-way. If any failure by the City of Riverside to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against SCRRA, the City of Riverside shall reimburse and indemnify SCRRA for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The City of Riverside further agrees in the event of any such action, upon notice thereof being provided by SCRRA, to defend such action free of cost, charge, or expense to SCRRA.

c) **No Interference or Delays.** The City of Riverside shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of SCRRA's tracks or facilities, or any communication or signal lines, PTC system and critical features, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the railroad right-of-way or facilities.

d) **Supervision.** The City of Riverside, at its own expense, shall adequately supervise and inspect all work to be performed by the City of Riverside' Contractor, and shall not inflict injury to persons or damage to property for the safety of whom or of which SCRRA may be responsible, or to property of SCRRA. The responsibility of the City of Riverside for safe conduct and adequate policing and supervision of the work shall not be lessened or otherwise affected by SCRRA's approval of plans and specifications, or by SCRRA's collaboration in performance of any work, or by the presence at the work site of SCRRA's representatives, or by compliance by the City of Riverside with any requests or recommendations made by such representatives. If a representative of SCRRA is assigned to the work, the City of Riverside will give due consideration to suggestions and recommendations made by such representative for the safety and protection of SCRRA's property, right-of-way, and operations.

e) **Suspension of Work.** If at any time the City of Riverside or SCRRA shall be of the opinion that any work of the City of Riverside is being or is about to be done or prosecuted without due regard and precaution for safety and security, the City of Riverside shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

f) **Removal of Debris.** The City of Riverside shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any railroad right-of-way or facilities of SCRRA; and any such material and debris shall be promptly removed from the railroad right-of-way by the City of Riverside at the City of Riverside' own expense or by SCRRA at the expense of the City of Riverside. The City of Riverside shall not cause, suffer or permit any water to be drained or pumped onto the railroad right-of-way during any dewatering from the Crossing without the prior permission of SCRRA. This obligation is limited to debris deposited by City of Riverside maintenance personnel and/or its contractors, sub-contractors, and consultants.

g) **Explosives.** The City of Riverside shall not discharge any explosives on or in the vicinity of the railroad right-of-way without the prior consent of SCRRA, which will not be given if, in the sole discretion of SCRRA, such discharge would be dangerous or would interfere with the railroad right-of-way, property or facilities. For the purposes hereof, the "vicinity of the railroad right-of-way" shall be deemed to be any place on the railroad right-of-way or in such close proximity to the railroad right-of-way that the discharge of explosives could cause injury to SCRRA's employees or other persons, or cause damage to or interference with the facilities or operations on the railroad right-of-way. SCRRA reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as SCRRA, in SCRRA's sole discretion, may deem to be necessary, desirable or appropriate.

h) **Excavation.** The CITY shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of SCRRA. The City of Riverside shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect SCRRA's tracks or facilities. The City of Riverside, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the City of Riverside in connection with maintenance or other work. Systems for the support of any excavation must conform to the requirements of SCRRA Excavation Support Guidelines and/or CalOSHA, whichever is more comprehensive. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by SCRRA to withstand all stresses likely to be encountered, including any stresses resulting from railroad surcharges or vibrations caused by SCRRA's operations in the vicinity.

i) **Falsework.** No falsework may be erected over the track or on the railroad right-of-way except as approved by SCRRA. All falsework must conform to the requirements of the Caltrans Falsework Manual for traffic openings and any additional provisions provided by SCRRA.

j) **Fiber Optic Cables.** Fiber optic and other cable systems may be buried on SCRRA's right-of-way. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. The City of Riverside and its consultants and contractors shall telephone the Underground Service Alert of Southern California toll-free at (800) 227-2600 a minimum of two (2) workings days before performing any excavation for work within the railroad right-of-way.

k) **SCRRA Signal and Communication Facilities.** SCRRA is not a member of Underground Service Alert of Southern California. The City of Riverside, and its consultants and contractors, shall call SCRRA Signal Department at (909) 592-1346 to request marking of signal and communication cables or conduits or both a minimum of 72-hours prior to performing any excavation on the railroad right-of-way. No work may proceed until City of Riverside has been provided with an SCRRA dig number in addition to that provided by Underground Service Alert. In case of signal emergencies or grade crossing problems, the contractor shall call SCRRA's 24-hour signal emergency number at (888) 446-9721.

SECTION 5 - OTHER RAILROADS AND AGENCIES

All protective and indemnifying provisions of this AGREEMENT shall inure to the benefit of SCRRA and any other Operating Railroad company lawfully using the railroad right-of-way or facilities. On any certificate of insurance furnished pursuant to this AGREEMENT, SCRRA must be named as the Certificate holder or the insured. The following must be named as an additional insured:

Los Angeles County Metropolitan Transportation Authority (METRO)

Orange County Transportation Authority (OCTA)

Riverside County Transportation Commission (RCTC)

San Bernardino County Transportation Authority (SBCTA)

Ventura County Transportation Commission (VCTC)

Burlington Northern Santa Fe Corporation (BNSF)

National Railroad Passenger Corporation (Amtrak)

Union Pacific Railroad Company (UPRR)

SECTION 6 - REMEDIES FOR BREACH OR NONUSE

The City of Riverside will surrender peaceable possession of the Crossing upon termination of this AGREEMENT. Termination of this AGREEMENT shall not affect any rights, obligations or liabilities of the PARTIES, accrued or otherwise, which may have arisen prior to termination.

END EXHIBIT A

EXHIBIT B-1

DETAILED DESCRIPTION OF PROJECT

The purpose of the PROJECT is to improve the highway-rail at grade crossing at Cridge St, located along BNSF's San Bernardino Subdivision at Milepost 10.67 in the City of Riverside, California, in Riverside County, by constructing roadway and railway improvements, as described in **Exhibit D-1** and **Exhibit D-2** to this Agreement. Roadway improvements include installation of sidewalks, curb and gutter, signage, and striping. Railway improvements (not to be performed by SCRRRA) include vehicular gate relocations, addition of vehicle exit gates, installation of pedestrian gates and railings for pedestrian channelization, tactile warning strips, and self-closing emergency swing gates. Railway improvements include subgrade reconstruction beneath SCRRRA's track, replacing existing concrete track panels with standard SCRRRA concrete track panels, replacing all hairpin plate ties with SCRRRA standard pandrol plate ties south of the Cridge St Crossing up to the UPRR pandrol plate ties, replacing ties on each side of the new limits of the crossing panels with twenty-four (24) 10' transition ties to meet current SCRRRA standards, and replace existing worn insulated joints south of Cridge St.

EXHIBIT B-2 RAILROAD LOCATION PRINT

Figure 1: Location Map

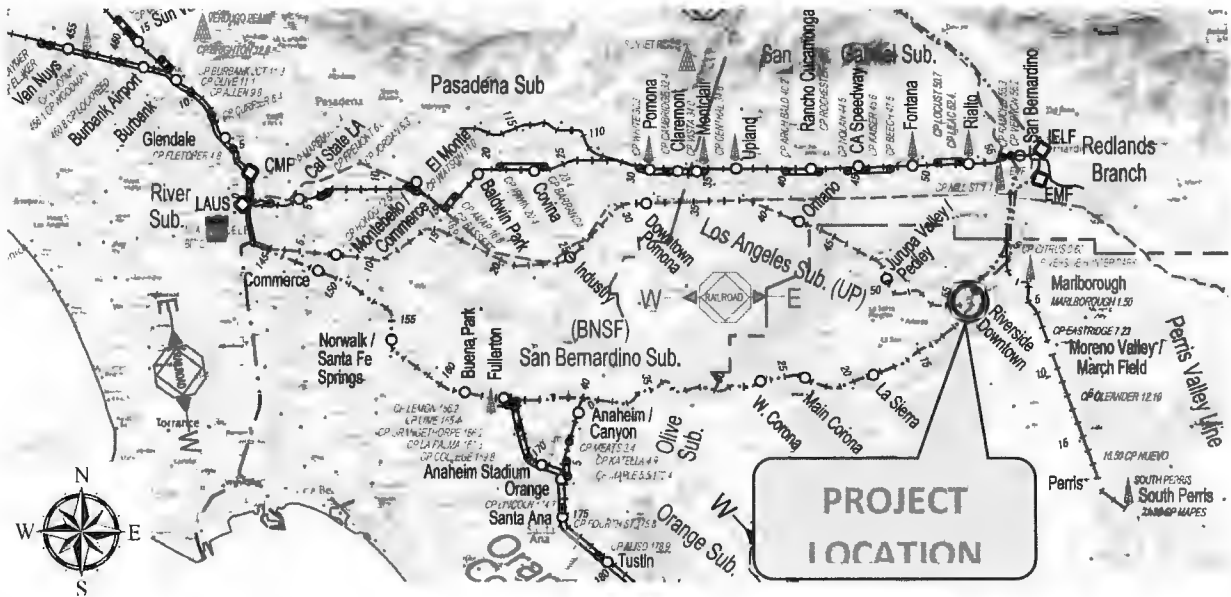


Figure 2: Vicinity Map



Figure 3: Site Map

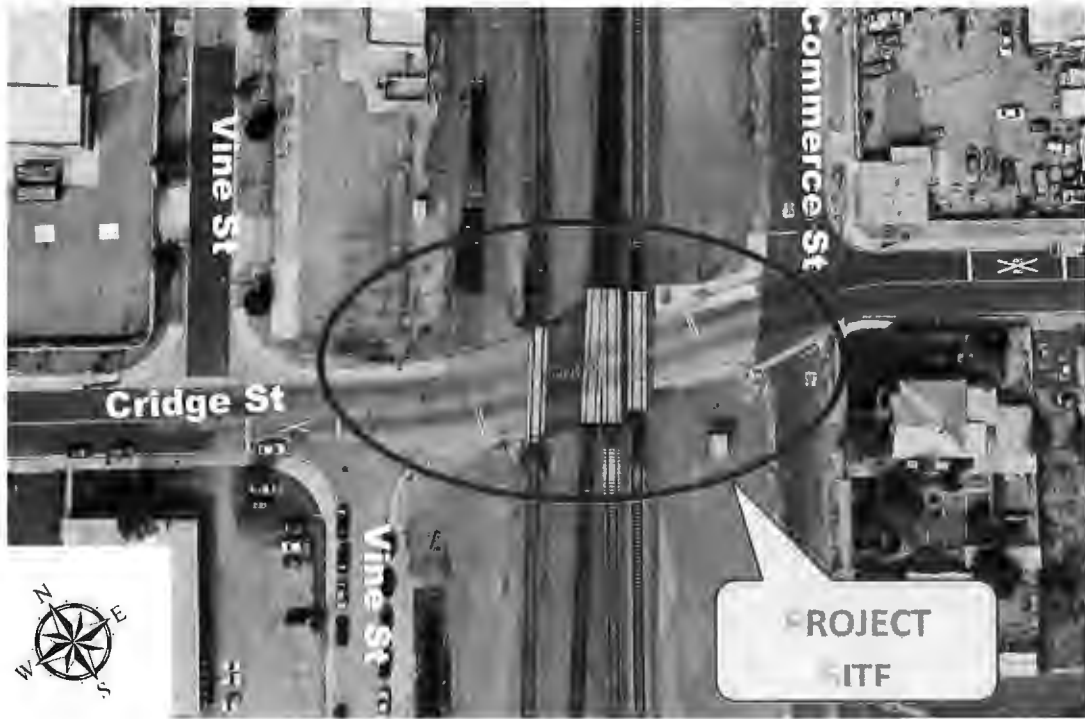
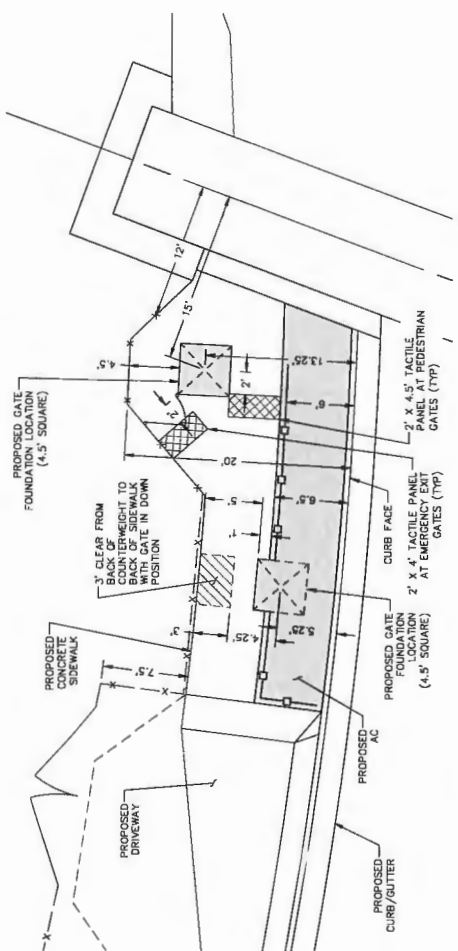
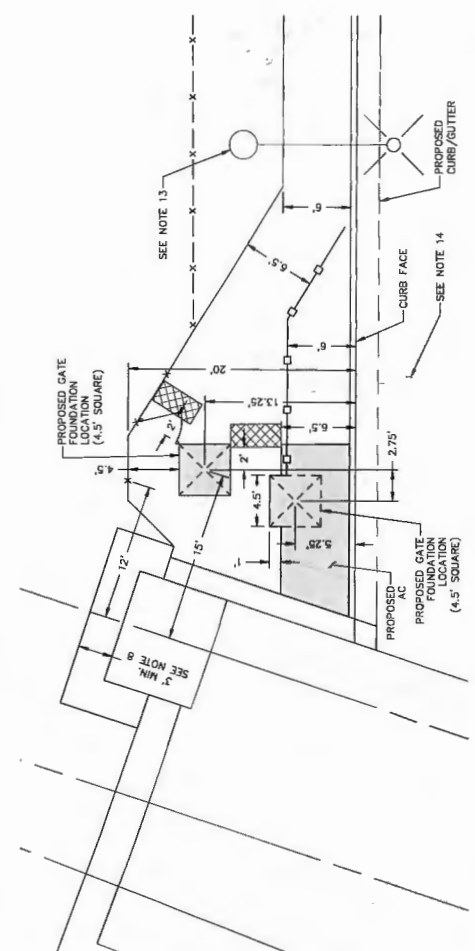


EXHIBIT B-3
PROJECT PLANS



NORTHWEST QUADRANT DETAIL:
SCALE: 1" = 5'



NORTHEAST QUADRANT DETAIL:
SCALE: 1" = 5'

LEGEND:

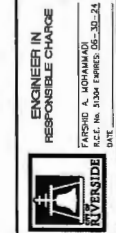
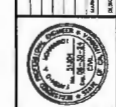
- NEW AC PAVEMENT, 3.5" MIN. DEPTH
- PROPOSED CAST-IN PLACE TACTILE PANEL (SEE NOTE 3)
- PROPOSED CHAIN LINK FENCE (SEE NOTE 1)
- PROPOSED METAL HAND RAILING (SEE NOTE 12)
- EMERGENCY PEDESTRIAN PUSH SWING GATE (SEE NOTE 10)

CROSSING ID:
MILEPOST # 10.70
USDOT # 026943P
CPUC # 0028-10.70/
003.56.60

NORTHERLY QUADRANT DETAILS	
PROJECT NO. 2024-06	DATE 08/20/24
STREET IMPROVEMENTS AT CHIDGE STREET UPRR/BNSF RAILWAY CROSSINGS	
SECTION 9	OF 9
FILE NAME R4337-03DWG	

CITY OF RIVERSIDE CALIFORNIA DEPARTMENT OF PUBLIC WORKS	
APPROVED BY	DATE
CITY ENGINEER	
CONSTRUCTION ADMIN.	
DATE	
SCALE	
DATE	

ENGINEER IN RESPONSIBLE CHARGE	DATE
FARSHAD A. UPHAMADJI	05-30-24
P.L.C.E. No. 5304 EXPIRES 05-30-24	

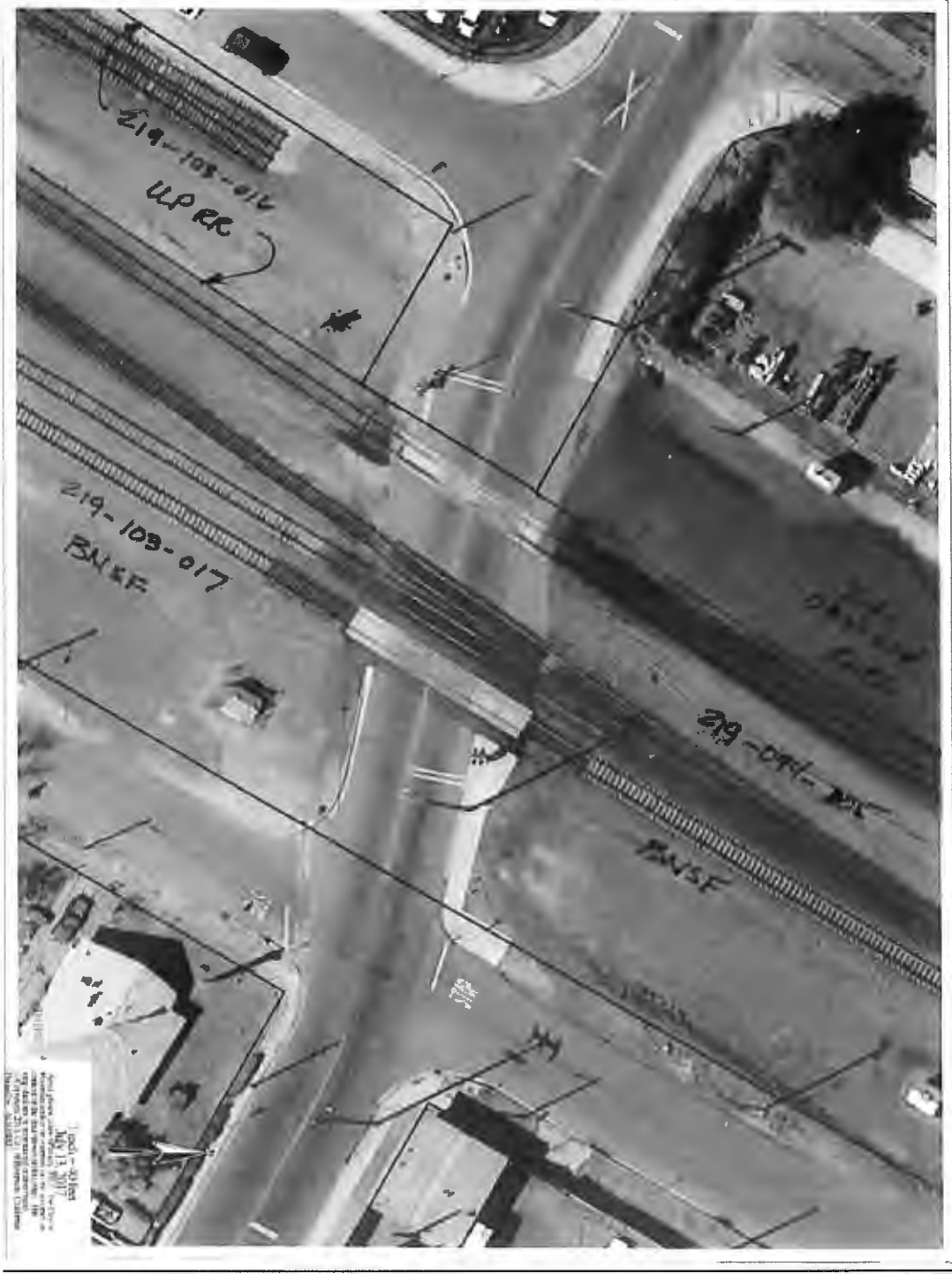


Underground Service Alert
CALL TOLL FREE
1-800-480-2277-2800
227-2800
THE WORKING DAYS BEFORE YOU DIG



EXHIBIT C

ROW EXHIBIT & RECORD OF SURVEY FOR CRIDGE STREET



107
107

RECORD OF SURVEY

IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

OF PORTIONS OF FRACTIONAL SECTIONS 26, 34 AND 38, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN AND A PORTION OF ALPINA RANCHO AS PER PLAT OF THE 10 ACRES LOTS OF THE S.C.C. ASSOCIATION AS RECORDED IN MAP BOOK 7, PAGE 3 RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA
OF SANBERNARD ASSOCIATES INC. MPT. 1993

CITY COPY
SHEET 2 OF 6 SHEETS

LEGEND

- (1) INDICATES RECORD DATA PER M.B. 11/48 S.B. COUNTY FRANCIS BUTLER'S SUBDIVISION UNLESS OTHERWISE NOTED.



SCALE: 1" = 100'



DATA TABLE

- (1) S1/4 27° 12' 32.89" 1225.08' P.S. 17/31 (2012) M.B. 11/48 CO.
- (2) W1/4 27° 12' 32.89" 1201.08' 0816' 4' 0811'
- (3) W1/4 14° 30' 08" 133 307' 3910'
- (4) W1/4 12° 16' 31.30" 133.07' 8.8' 87160'
- (5) S1/4 171° 11' 18.21" 155.95' 271.7' 188.20' 849'
- (6) 1/4 171° 11' 18.21" 155.95' 271.7' 188.20' 849'
- (7) 1/4 171° 11' 18.21" 155.95' 271.7' 188.20' 849'

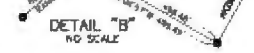
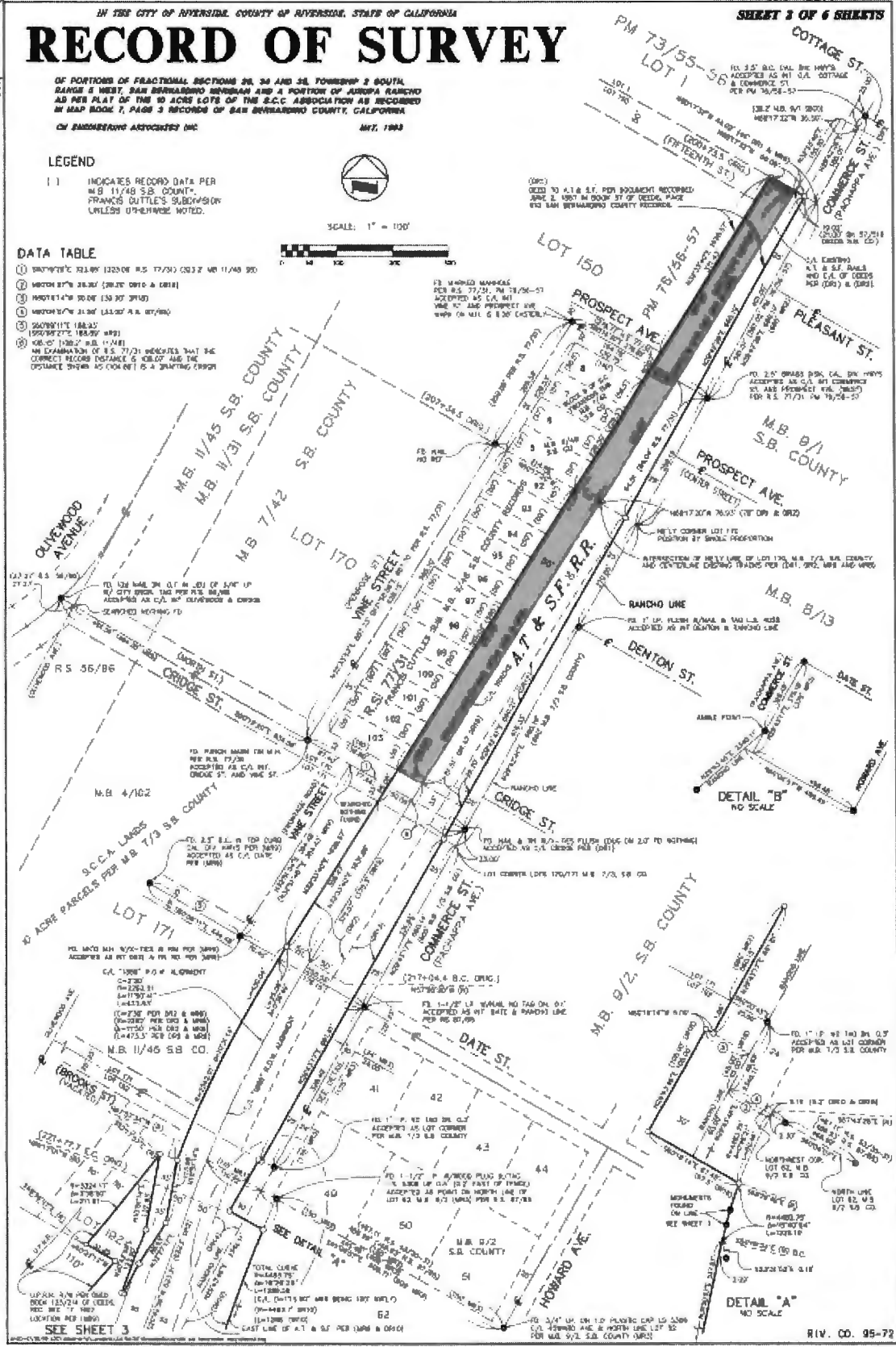


EXHIBIT D-1

CITY SCOPE OF WORK

As shown in Exhibit B-3, Project Plans, City work is summarized as follows:

- Reconstruct the sidewalk on the north side of the Cridge Street crossing and construct pedestrian channelization hand railing, and self-closing emergency exit swing gates.
- Reconstruct the concrete curb and gutter on the southwest quadrant of the crossing.
- Remove the pedestrian ramp at the southwest corner of Vine Street and Cridge Street.
- Reconstruct the pedestrian ramp at the southeast corner of Commerce Street and Cridge Street.
- Repave Cridge Street from Vine Street to Commerce Street.
- Install Caltrans Type 1 ES-7Q pedestrian barricade on the south side of the crossing.
- Update existing street signage and striping.
- Install new fencing along the back of the sidewalks or back of curbs at all four quadrants.
- Manage the construction of the project.

EXHIBIT D-2

SCRRA SCOPE OF WORK & ESTIMATE (RAILROAD WORK)

RAILROAD work is defined as the following:

- Staff Support
 - Attend construction coordination meetings
 - Perform document reviews as appropriate
 - Conduct spot civil and track inspection and provide suggestions as appropriate
 - Contract support staff to engage consultants and maintenance contractors to provide services during construction
- Crossing Rehab:
 - Reconstruct the subgrade beneath the SCRRA track through the Cridge St Crossing
 - Replace the existing concrete track panels to current SCRRA standard concrete track panels
 - Replace all hairpin plate ties with SCRRA standard pandrol plate ties south of the Cridge St Crossing up to the UPRR pandrol plate ties
 - Replace ties on each side of the new limits of the crossing panels with twenty-four (24) 10' transition ties to meet current SCRRA standards
 - Replace existing insulated joints south of Cridge St
- As-needed on-call MOW/C&S support by SCRRA's maintenance contraction including inspection of track prior to train services after completion of crossing rehab work

Date 21-Sep-23
 SCRRRA Project No. 860989
 Project Name Cridge Street
 Schedule

NO.	ITEM	QUANTITY					UNIT	UNIT COST	TOTAL COST
		No. of Months	Meeting per Month	Hours	No. of Persons	Total Hours			
1 Project Management									
a	General Coordination	6	4	8	1	192	HR	\$295.00	\$56,640.00
b	Meetings	4	4	1	1	16	HR	\$295.00	\$4,720.00
c	Document Reviews (Work Windows, SSWP, Construction Staging)	4	1	8	2	64	HR	\$295.00	\$18,880.00
d	Construction Inspection					200	HR	\$295.00	\$59,000.00
e	Contract Administration/ROE Permitting	1	1	16	1	16	HR	\$295.00	\$4,720.00
Sub-Total						272			\$143,960.00
2 Crossing Rehab									
a	Reconstruct subgrade, replace existing concrete panels, replace all hairpin plate ties with SCRRRA standard pandrol plate clips, replace ties on each side of new limits of crossing panels with transition ties, replacing existing IJs					1	LS	\$750,000.00	\$750,000.00
Sub-Total									\$750,000.00
3 Maintenance Support / Inspection									
a	MOW Support and Track Inspection					1	LS	\$25,000.00	\$25,000.00
b	C&S On-Call Support					1	LS	\$20,000.00	\$20,000.00
Sub-Total									\$45,000.00
Sub-Total (Items A-F)									\$938,960.00
Contingency (15%)									\$140,844.00
TOTAL ESTIMATED COST									\$1,079,804.00

Notes:

Task 3a Estimate of labor and equipment for SCRRRA Track Contractor to respond for track maintenance during construction, if necessary; and after construction surface and restore track and ballast disturbed and or contaminated by construction activities to

Task 3b Estimate of labor and equipment for SCRRRA Signal Maintenance Contractor to respond for signal underground locate and maintenance during construction, as necessary.

1 The cost of the SCRRRA services shown is an estimate only and CITY will reimburse SCRRRA on the basis of actual costs and expenses.

2 CITY shall reimburse SCRRRA the actual costs and expenses incurred by SCRRRA and its contractors and consultants for all services and work performed in connection with this project, including an allocated overhead representing SCRRRA's costs for administration and

3 If the total cost estimate is anticipated to be exceeded, an amendment to Agreement must be executed by parties prior to the beginning of any work beyond this amount.

EXHIBIT E-1
SCRRRA FORM 37
RULES & REQUIREMENTS FOR CONSTRUCTION ON SCRRRA PROPERTY

https://www.metrolinktrains.com/globalassets/about/engineering/scrrra_form_no_37.pdf

EXHIBIT E-2
SCRRA FORM 6
TEMPORARY RIGHT-OF-ENTRY AGREEMENT, SCRRA INSURANCE
REQUIREMENTS, & ACCESS CONTROL MANAGEMENT PLAN

<https://metrolinktrains.com/globalassets/about/engineering/right-of-way/scrra-form-no-6-11-11-2022.pdf>

EXHIBIT E-3
SCRRA QUIET ZONE IMPLEMENTATION GUIDELINES

SCRRA Design Criteria Manual, Section 25 Quiet Zone Implementation:

https://metrolinktrains.com/globalassets/about/engineering/scrra_design_criteria_manual.pdf

EXHIBIT F-1
BNSF AGREEMENT

EXHIBIT F-2
UPRR AGREEMENT

EXHIBIT G

GO-88B

**REQUEST TO CPUC STAFF FOR AUTHORIZATION TO
ALTER HIGHWAY-RAIL CROSSING
PURSUANT TO GENERAL ORDER 88-B**



1. Date Submitted: 10/26/2023

2. Applicant Info

Organization Name:	City of Riverside
Contact Person:	Farshid Mohammadi, P.E.
Title:	Engineering Manager
Street Address:	3900 Main Street
City:	Riverside
Zip:	92522
Phone:	951-826-5515
Email:	fmohammadi@riversideca.gov

3. Crossing proposed to be altered

PUC Crossing Number:	2B-10.70	
U.S. DOT Crossing Number:	026493P	
Street Name:	Cridge Street	
City:	Riverside	
County:	Riverside	
Average Daily Vehicle Traffic (ADT) on roadway crossing tracks	3196	
Year ADT count taken (should be within last 5 years)	2022	
Railroad Responsible for Crossing:	BNSF, UPRR, SCRRA	
Other Railroads Operating on Tracks:	Amtrak	
Average Daily Train Traffic and speed from all operating railroads	Train Volume	Maximum Train Speed
Passenger	39	60
Freight	72	50
Transit		

4. Describe Proposed Alterations (including any temporary reduced clearance variance requests):

- Remove the two (2) existing Commission Standard No. 9 automatic warning devices. Install two (2) new Commission Standard No. 9 automatic warning devices with sidelights on the new Commission Standard No. 9 automatic warning device at the northeast quadrant.

- Install two (2) Commission Standard No. 9-E exit gate automatic warning devices with sidelights at the northwest quadrant, and with vehicle presence detection loop for the exit gates on the northwest and southeast quadrants.
- Replacement and/or extension of the existing railway concrete crossing panels to improve the pedestrian pathway.
- Install two (2) pedestrian Commission Standard No. 9 automatic warning devices on the northeast and northwest quadrants, and pedestrian channelization hand railing, self-closing emergency exit swing gates, sidewalk reconstruction, tactile warning surface, and warning signage.
- Install Caltrans Type 1 ES-7Q pedestrian barricade on the south side of the crossing.
- Install and replace existing street signage.
- Install and refresh street striping,
- Install new fencing along the back of the sidewalks or back of curbs at all four quadrants. Extend fencing as shown on the attached plans.

5. Describe the public benefits to be achieved by the proposed alterations:

The modifications to the existing railroad crossing will:

- Upgrade the existing crossing configuration with the latest equipment for warning both motorists and pedestrians.
- Eliminate the potential for driving around the gates by installing 2 new Commission Standard No. 9, and 2 new Commission Standard No. 9-E automatic warning devices thus reducing the possibility of accidents.
- Upgrade the pedestrian walkway with the installation of railroad concrete panels and new concrete sidewalks to improve the crossing path.
- Installation of pedestrian gates and emergency self-closing exit swing gates on the northeast and northwest quadrants.
- The installation of new pedestrian channelization hand railing and fencing will aid in the delineation of the pedestrian path.

6. Explain why a separation of grades is not practicable:

Since 2008, the City of Riverside has completed the construction of six (6) railroad grade separations as well as the closure of two (2) at-grade crossings. Currently, a seventh railroad grade separation is under design and is anticipated to enter construction in 2025. Cridge Street is one of the remaining twenty (20) railroad crossings on the City’s Grade Separation Priority List. However, due to the low traffic volumes on Cridge Street, this railroad crossing is currently ranked below some of the other railroad crossings on the City’s Grade Separation Priority List.

7. Describe crossing warning devices

Current:	Two (2) – Commission Standard No. 9 (flashing light signal assembly)
----------	--

	with automatic gate arms) automatic warning devices.
Proposed:	Two (2) – Commission Standard #9 flashing light signal assembly with automatic gate arms. Two (2) – Commission Standard No.9-E exit gate flashing light signal assembly with automatic gates arm with vehicle presence detection loops. Two (2) – Commission Standard No. 9 pedestrian flashing light signal assembly with automatic gate arm.

8. Temporary Traffic Controls - Include a statement of temporary traffic controls to be provided during construction:

During construction, temporary traffic control will be provided in accordance with the latest edition of the California Manual on Uniform Traffic Control Devices for Streets and Highways.

9. CEQA (Applicable only to grade-separation projects). If the project involves grade separation of an existing at grade crossing, then either a copy of the Notice of Exemption from CEQA or other factual evidence that the project is exempt from Public Resources Code Section 21080.13 must be provided.

10. Signature

I, Farshid Mohammadi, am an employee of the City of Riverside and authorized to sign this GO 88-B authorization request letter on its behalf.

Farshid Mohammadi, P.E., Engineering Manager

Typed Name and Title

Signature and date

Attachments:

1. Vicinity Map - Map of Immediate Vicinity on a scale of 50 to 200 ft/inch
2. Grade Lines - Plans showing the profile of the existing and proposed grade lines of the track and roadway
3. CEQA (Applicable only to grade-separation projects). If the project involves grade-separated crossings, then either a copy of the Notice of Exemption from CEQA or other factual evidence that the project is exempt from Public Resources Code Section 21080.13 must be provided

11. Evidence of Agreement:

I, Dionisio Martinez, am an employee of Burlington Northern Santa Fe (BNSF) Railway and authorized to sign this letter of agreement on its behalf, hereby declare that BNSF Railway concurs with the proposed project described above.

Dionisio Martinez, Manager Public Projects

Typed Name and Title

Signature and Date

740 E. Carnegie Dr., San Bernardino

Address

I, Nick Vineyard, am an employee of Benesch and authorized to sign this letter of agreement on behalf of Union Pacific Railroad, hereby declare that Union Pacific Railroad concurs with the proposed project described above.

Nick Vineyard, Senior Public Project Manager

Typed Name and Title

Signature and Date

Address

I, Andy Althorp, am an employee of SCRRA/Metrolink and authorized to sign this letter of agreement on its behalf, hereby declare that SCRRA/Metrolink concurs with the proposed project described above.

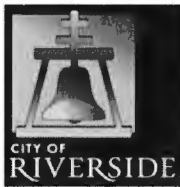
Andy Althorp, Assistant Director of Construction

Typed Name and Title

Signature and Date

Address

EXHIBIT H
QUIET ZONE NOTICE OF INTENT



City of Arts & Innovation

CERTIFIED MAIL RETURN RECEIPT REQUESTED

Distribution is indicated in Section 5 herein

Date: February 23, 2024
Subject: Riverside Quiet Zone III
City of Riverside, California

UPDATED NOTICE OF INTENT TO CREATE NEW QUIET ZONE

THR_Request_00000800001 – Cridge St

The updated Notice of Intent (NOI) 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.

The original NOI was issued on March 28, 2017. The updated NOI is being provided due to excessive time lapse, and design modifications to the crossing. The design modifications consist of:

1. Installation of pedestrian gates and self-closing emergency exit swing gates at the north side of the crossing.
2. Installation of additional fencing on all quadrants except the northwest quadrant.
3. Elimination of the pedestrian curb ramp at the southwest corner of Vine Street and Cridge Street.
4. Reconstruction of the pedestrian curb ramp at the southeast corner of Commerce Street and Cridge Street.
5. Installation of additional signing and striping.

A party receiving this updated NOI 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

One (1) existing public highway-rail crossing is located within the proposed Quiet Zone within the City of Riverside as indicated in 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 at-grade crossings located within the proposed Quiet Zone.

Table 1

US DOT Crossing Number	Milepost	Crossing
026493P	10.674	Cridge Street

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

- Burlington Northern Santa Fe Railway (“BNSF”)
- Union Pacific Railroad (“UPRR”)
- Southern California Regional Rail Authority/Metrolink (“SCRRA”)
- National Railroad Passenger Corporation (Amtrak)

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

The proposed improvements are summarized in the attached design plans. In general, the improvements consist of:

- Remove the two (2) existing Commission Standard No. 9 automatic warning devices. Install two (2) new Commission Standard No. 9 automatic warning devices with sidelights at the northeast quadrant.
- Install two (2) Commission Standard No. 9-E exit gate automatic warning devices with sidelights at the northwest quadrant, and with vehicle presence detection loop for the exit gates on the northwest and southeast quadrants.
- Replace and/or extend the existing railway concrete crossing panels to improve the pedestrian pathway.
- Install two (2) pedestrian Commission Standard No. 9 automatic warning devices on the northeast and northwest quadrants, and pedestrian channelization hand railing, self-closing emergency exit swing gates, sidewalk reconstruction, tactile warning surface, and warning signage.
- Install Caltrans Type 1 ES-7Q pedestrian barricade on the south side of the crossing.
- Install and replace existing street signage.
- Install and refresh street striping.
- Install new fencing along the back of the sidewalks or back of curbs at all four quadrants. Extend fencing as shown on the attached plans.

Under the Final Rule, the proposed installation of four quadrant gates at the existing grade crossing qualifies as a Supplemental Safety Measures (SSM).

SECTION 4 – POINT OF CONTACT

The City of Riverside is the lead agency for the design and construction of the Riverside Quiet Zone III. The Public Works Department is in charge of the project design and construction.

The first point of contact for the project is:

Nathan Mustafa, P.E., T.E., A.I.C.P.
Deputy Public Works Director/City Engineer
City of Riverside
Public Works Department
3900 Main Street, 4th Floor
Riverside, CA 92522
Telephone: (951) 826-2251
Fax: (951) 826-2046
Email: nmustafa@riversideca.gov

Second point of contact:

Gilbert Hernandez, P.E., T.E.
Public Works Director
City of Riverside
Public Works Department
3900 Main Street, 4th Floor
Riverside, CA 92522
Telephone: (951) 826-5148
Fax: (951) 826-2046
Email: ghernandez@riversideca.gov

SECTION 5 – DISTRIBUTION

The updated Notice of Intent to Create New Quiet Zone was sent by certified mail with return receipt requested to the following individuals:

Associate Administrator for Safety
Federal Railroad Administration
1200 New Jersey Avenue, SE
Washington, DC 20590

Mr. James Payne
Staff Director GXTO Division
Federal Railroad Administration
1120 Vermont Avenue NW, 6th Floor –
MS25
Washington, DC 20590

Mr. Catalino Pining III
District 8 Director
California Dept. of Transportation
464 W. Fourth Street
San Bernardino, CA 92401

Mr. Darren Kettle
Chief Executive Officer
SCRRA/Metrolink
900 Wilshire Blvd., Ste. 1500
Los Angeles, CA 90017

Alex Khalfin
Director, Government Affairs
Amtrak
245 2nd Street, 2nd Floor
Oakland, CA 94670

Chase Kitchen
Manager, Government Affairs
Amtrak
187 S. Holgate Street
Seattle, WA 98134

Ms. Anne Mayer
Executive Director
Riverside County Transportation
Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501

Mr. Gary Atwal
Branch Chief
Caltrans Division of Rail and Mass
Transportation
P.O. Box 942874, MS 74
Sacramento, CA 94274-0001

Union Pacific Railroad
Engineering - Public Projects
Attn: Quiet Zone Establishment
1400 Douglas Street, MS 910
Omaha, NE 68179-0910

The updated Notice of Intent was transmitted electronically to the following individuals:

Mr. Anh Truong
Senior Utilities Engineer (Supervisor)
Rail Crossings and Safety Branch
California Public Utilities Commission
320 West 4th Street, Suite 500
Los Angeles, CA 90013
Email: anh.truong@cpuc.ca.gov

Mr. Sergio Licon
Utilities Engineer
Rail Crossings and Engineering Section
California Public Utilities Commission
320 West 4th Street, Suite 500
Los Angeles, CA 90013
Email: Sergio.licon@cpuc.ca.gov

Mr. Sheldon Peterson
Rail Manager
Riverside County Transportation
Commission
P.O. Box 12008
Riverside, CA 92502-2208
Email: speterson@rctc.org

Mr. Gilbert Hernandez
Public Works Director
City of Riverside
3900 Main Street
Riverside, CA 92522
Email: ghernandez@riversideca.gov

Mr. Dennis Acuna
County Traffic Engineer
County of Riverside
3525 14th Street
Riverside, CA 92501
Email: dacuna@rivco.org

Mr. Nathan Mustafa
Deputy Public Works Director/City Engineer
City of Riverside
3900 Main Street
Riverside, CA 92522
Email: nmustafa@riversideca.gov

Ms. Jeanette Flores
Assistant Director, Public Affairs
SCRRA/Metrolink
900 Wilshire Blvd., Ste. 1500
Los Angeles, CA 90017
Email: floresj@scrra.net

Ms. Lena Kent
General Director Public Affairs
Burlington Northern Santa Fe
740 East Carnegie Dr.
San Bernardino, CA 92408
Email: lena.kent@bnsf.com

Mr. Jason Sanchez
Manager, Engineering
Burlington Northern Santa Fe
740 East Carnegie Dr.
San Bernardino, CA 92408
Email: jason.sanchez@bnsf.com

Mr. Jacob Peterson
Railroad Grade Crossing Inspector
Grade Crossing, Trespass, and Outreach
Division
Federal railroad Administration
Office of Safety, District 7
801 I Street, Suite 466
Sacramento, CA 95814
Email: Jacob.r.peterson@dot.gov

Ms. Lupe C. Valdez
Senior Director, Public Affairs
Union Pacific Railroad Company
13181 Crossroads Pkwy N., Suite 500
City Of Industry, CA 91746
Email: lvaldez@up.com

Mr. Kenneth K. Tom
Manager Special Projects
Union Pacific Railroad Company
2015 South Willow Avenue
Bloomington, CA 92316
Email: ktom@up.com

Ms. Phaedra Norton
City Attorney
City of Riverside
3900 Main Street
Riverside, CA 92522
Email: pnorton@riversideca.gov

Mr. Dionisio Martinez
Manager, Public Projects
Burlington Northern Santa Fe
740 East Carnegie Dr.
San Bernardino, CA 92408
Email: dionisio.martinez@bnsf.com

Government Affairs
Amtrak
1 Massachusetts Ave., NW, 3rd Floor
Washington, DC 20001
Email: governmentaffairsdc@amtrak.com

Mr. Andy Althorp
Assistant Director, Construction
SCRRA/Metrolink
900 Wilshire Blvd., Ste. 1500
Los Angeles, CA 90017
Email: althorpa@scrra.net

Mr. Nick Vineyard
Senior Public Project Manager | Associate
Benesch
1430 Blue Oaks Boulevard, Suite 140
Roseville, CA 95747
Email: nvineyard@benesch.com

RIVERSIDE



CALIFORNIA

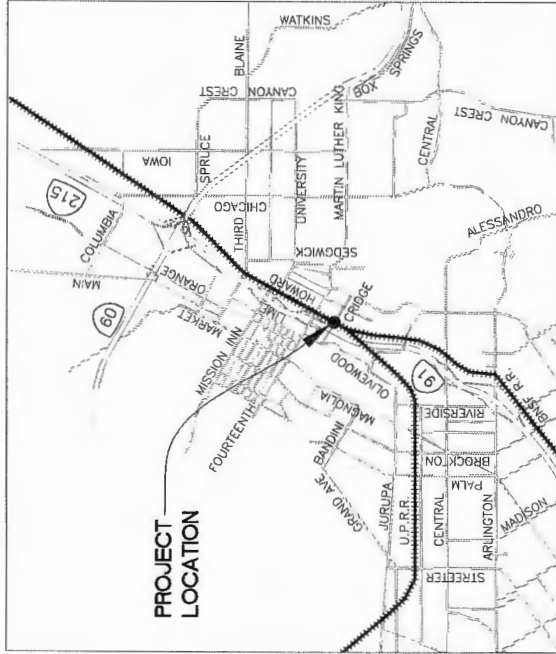
PUBLIC WORKS DEPARTMENTS FOR STREET IMPROVEMENTS FOR CRIDGE STREET AT UPRR/BNSF RAILWAY CROSSINGS

GENERAL NOTES:

- THE CONTRACTOR BIDDING THIS PROJECT SHALL HAVE A CLASS "A" OR "C-12" LICENSE.
- THE CONTRACTOR SHALL PROVIDE AND MAINTAIN TRAFFIC CONTROL AS INDICATED IN THE ASSOCIATED PROJECT SPECIAL PROVISIONS.
- CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF RIVERSIDE STANDARD SPECIFICATIONS AND STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2012 EDITION.
- EXISTING UTILITIES SHOWN ON THIS PLAN ARE PLOTTED FROM UTILITY RECORDS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO LOCATE AND MARK ALL UTILITIES WHETHER OR NOT SHOWN ON THIS PLAN.
- TO CONSTRUCT UTILITIES SHOWN WITHIN CONSTRUCTION AREA WILL BE RELOCATED PRIOR TO CONSTRUCTION.
- ALL STREET FULL BOWES, AFFECTED BY CONSTRUCTION, SHALL BE ADJUSTED TO THE PROPOSED GRADE.
- THE SEAM BETWEEN PASSES OF THE AC OVERLAY SHALL CONDUCE, AS CLOSE AS POSSIBLE, TO THE LAKE LINES.
- COLD MILLING SHALL BE AS DESCRIBED ON THE PLANS AND SPECIAL PROVISIONS OR AS DIRECTED BY THE ENGINEER.
- ANY DISTRESSED EXISTING PAVEMENT SHALL BE REMOVED AND REPLACED AS DIRECTED BY THE ENGINEER AFTER COLD-MILLING AND PRIOR TO PLACEMENT OF DRAINAGE.
- ALL EXISTING IMPROVEMENTS SHOWN HEREON SHALL BE PROTECTED IN PLACE UNLESS OTHERWISE NOTED.
- ANY TEMPORARY TRAFFIC CONTROL STRIPING OBSOLETED AND/OR BADLY WORN DURING CONSTRUCTION SHALL BE RESTORED BY THE CONTRACTOR WITHIN ONE DAY AFTER NOTIFICATION FROM THE CITY INSPECTOR.
- SURVEY STAKING REQUESTS AND GRADE SHEETS WILL BE REQUIRED FOR THE WORKING DAYS AFTER RECEIVING SURVEY TO SCHEDULE SURVEY AND PROCESS GRADE SHEETS. CONVEY TO THE CITY ENGINEER FOR TRAFFIC CONTROL FOR ALL REQUIRED CONSTRUCTION CONTRACTS.
- CONTACT THE MANAGER OF PUBLIC PROJECTS PRIOR TO ANY WORK WITHIN BNSF RIGHT-OF-WAY OR ANY WORK AFFECTING GRADE CROSSING OPERATIONS.

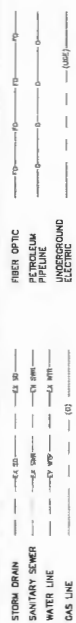
CONSTRUCTION NOTES:

- NUMBERS ABOVE 100 IN A HEADLINE ON THE PLAN REFER TO THE CORRESPONDING, UNLESS MODIFICATIONS ARE NOTED ON THE PLAN OR COVER SHEET. ANY SPECIFIC ALTERNATE TO BE CONSTRUCTED.
- PROTECT EXISTING IN PLACE: (PP)=POWER POLE; (CS)=CATCH BASIN; (U)=UTILITY; (M)=METER; (G)=GAS METER; (F)=FIRE HYDRANT; (S)=SOLIDWALL METER VAULT; (PB)=PULL BOX
- INSTALL CHAIN LINK FENCE, PER SCORRA ENG. STD. ES1005. FENCE HEIGHT SHALL BE AS NOTED FOR THE FIRST 150'. THEREAFTER, INSTALL (2) 8' WIDE, 6' HIGH GATES. THE SEPARATION FENCE HEIGHT SHALL BE 6'.
- INSTALL CAST-IN PLACE TACTILE PANEL INTO THE NEW PROPOSED SIDEWALK. USE 2'X4.5' AT THE PEDESTRIAN GATE AND A 2'X4' PANEL AT THE EMERGENCY GATE.
- ALL NEW FENCING SHALL TERMINATE AT 12' NORMAL TO THE CENTERLINE OF THE ADJACENT TRUCK. TYPICAL AT ALL FOUR CORNERS.
- CONSTRUCT FULL DEPTH AC (6" MINIMUM) REMOVE EXISTING BASE MATERIAL AS NEEDED TO BRING AC TO FINISH TRACK PANEL GRADE.
- PROPOSED COUNTY BOUNDARIES AND THE TRACK PANELS BETWEEN THE PROPOSED COUNTY BOUNDARIES AND THE TRACK PANELS.
- AC BARRIERS SHALL BE FULL DEPTH FOR THE FEET 8" SEPARATIONS AS THE CONCRETE TRACK PANELS AND RAMP DOWN FOR THE FINAL 12". TOTAL 36" AROUND THE CONCRETE PANELS.
- COLD MILL 0.17" (MIN.) AC PAVEMENT. CAP WITH A VARIABLE THICKNESS OF 0.20" (MIN.) DGC, TO MATCH THE EXISTING AC PAVEMENT AND THE CONCRETE TRACK PANEL ELEVATIONS.
- EMERGENCY PEDESTRIAN PUSH SWING GATE, PER SCORRA ENG. STD. ES1002.
- CONSTRUCT 1.5' MIN. DEPTH AC AND AROUND THE NEW GATE AFTER THE FOUNDATION HAS BEEN COMPLETED.
- METAL HAND RAILING, PER SCORRA ENG. STD. ES1005, TO BE INSTALLED OUTSIDE OF CONCRETE AREA EXCEPT WHEN NECESSARY.
- NEW POWER POLE, INCLUDING LUMINAIRE, TO BE INSTALLED BY RIVERSIDE PUBLIC UTILITIES ELECTRIC DIVISION FORCES.
- EXISTING POWER POLE, INCLUDING LUMINAIRE, TO BE REMOVED BY RIVERSIDE PUBLIC UTILITIES ELECTRIC DIVISION FORCES.
- REMOVE AND REPLACE THE EXISTING PEDESTRIAN RAMP AND CURB/OUTLET WITH NEW CONCRETE SIDEWALK AND FULL HEIGHT CURB/OUTLET TO MATCH EXISTING PEDESTRIAN RAMP AND CURB/OUTLET.
- PEDESTRIAN RAMP HAS CONSTRUCTION IN PLACE. CONCRETE PEDESTRIAN RAMP FOR CITY STANDARD 30", ADJUSTED PER PLAN AND ROTATED AROUND THE CURB RETURN TO LINE UP WITH THE NORTHERLY RAMP.
- INSTALL STEEL FENCING PER SCORRA ENG. STD. ES1002.
- FENCE HEIGHT = 3'-6".



LOCATION MAP

EXISTING UNDERGROUND UTILITIES:



CONSTRUCTION LEGEND:

IC	TOP OF CURB	ST1	STREET STATION
EP	EDGE OF PAVEMENT	AP	ASSESSORS PARCEL NUMBER
FL	FLOUINAK	RCF	REINFORCED CONCRETE PIPE
FS	FINISHED SURFACE	NLY	NORTHERLY
CL	CENTERLINE	SLY	SOUTHERLY
AC	ASPHALTIC CONCRETE	S/W	SIDEWALK
PCC	PORTLAND CEMENT CONCRETE	D/W	DRIVEWAY
C&G	CURB AND CUTTER	R/W	RIGHT OF WAY
R/W	RIGHT OF WAY	C	CURB FACE

EXISTING TOPOGRAPHY:

1	SANITARY SEWER M.H.	1	FREE HYDRANT
2	STORM DRAIN M.H.	2	IRRIGATION METER
3	WATER GATE VALVE	3	BUSH-OFF VALVE
4	ELECTRIC M.H.	4	TRAFFIC SIGN
5	TELEPHONE M.H.	5	POWER POLE
6	WATER METER	6	DIY ANCHOR
			STREET LIGHT ON MAST ARM

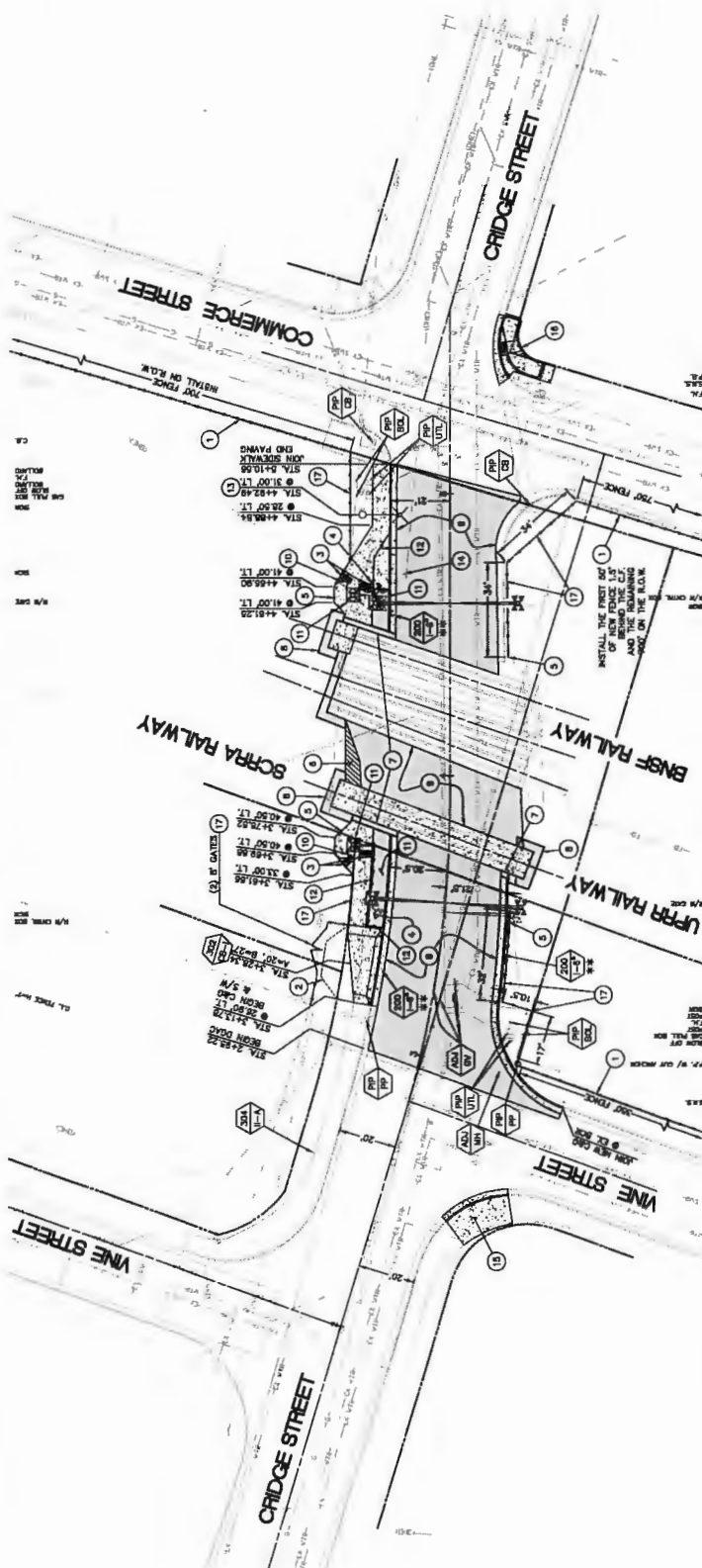
SHEET INDEX:

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	CROSSING IMPROVEMENTS
3	CROSSING IMPROVEMENTS - NORTHWEST QUADRANT DETAILS
4	TRAFFIC PLAN NO. XL-853
5	CROSSING IMPROVEMENTS - SIGNING AND STRIPING IMPROVEMENTS

PUBLIC UTILITIES DEPARTMENT NOTE:

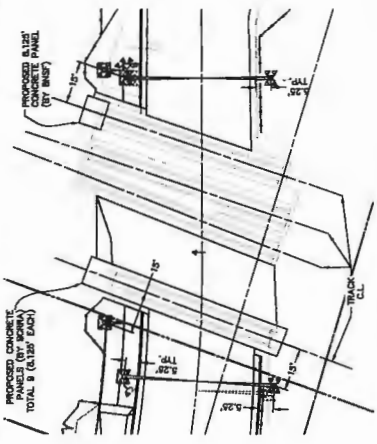
CONTRACTOR TO LOCATE CITY ELECTRIC AND WATER DIVISIONS (S) FIVE FEET DEPTH AND ALL CITY FORCES (S) FIVE FEET DEPTH PRIOR TO CONSTRUCTION AND ALLOW CITY FORCES (S) FIVE FEET DEPTH WORKING DAYS FOR COMPLETION OF WORK.

		CITY OF RIVERSIDE, CALIFORNIA DEPARTMENT OF PUBLIC WORKS		TITLE SHEET STREET IMPROVEMENTS AT CRIDGE STREET UPRR/BNSF RAILWAY CROSSINGS		R-4337 SHEET 1 OF 3	PROJECT NO. 2020-01-001 COUNTY WORK NUMBER
APPROVED BY:	DATE:	APPROVED BY:	DATE:	APPROVED BY:	DATE:	SCALE:	N/A
DESIGNED BY:	DATE:	DESIGNED BY:	DATE:	DESIGNED BY:	DATE:	SCALE:	N/A
CHECKED BY:	DATE:	CHECKED BY:	DATE:	CHECKED BY:	DATE:	SCALE:	N/A
PROJECT MANAGER:	DATE:	PROJECT MANAGER:	DATE:	PROJECT MANAGER:	DATE:	SCALE:	N/A
ENGINEER IN CHARGE:	DATE:	ENGINEER IN CHARGE:	DATE:	ENGINEER IN CHARGE:	DATE:	SCALE:	N/A
RESPONSIBLE CHARGE:	DATE:	RESPONSIBLE CHARGE:	DATE:	RESPONSIBLE CHARGE:	DATE:	SCALE:	N/A
UNDERGROUND UTILITIES:	DATE:	UNDERGROUND UTILITIES:	DATE:	UNDERGROUND UTILITIES:	DATE:	SCALE:	N/A



- LEGEND:**
- NEW ASPHALT PAVEMENT
 - NEW FULL DEPTH ASPHALT PAVEMENT
 - NEW PCC CONCRETE
 - EXISTING HAZARDOUS EQUIPMENT TO BE PROTECTED IN PLACE UNLESS OTHERWISE NOTED
 - PROPOSED ALL WARNING DEVICE (BY OTHERS)
 - PROPOSED PEDESTRIAN WARNING DEVICE AND GATE (BY OTHERS)
 - PROPOSED CAST-IN-PLACE TACTILE PANEL (SEE NOTE 3)
 - PROPOSED CHAIN LINK FENCE (SEE NOTE 1)
 - PROPOSED METAL HAND RAILING (SEE NOTE 12)

****NOTE:**
 THE CURB SHALL BE FULL HEIGHT UP TO 15' FROM THE CENTERLINE OF NEAREST TRACK. THE CURB SHALL TRANSITION FROM FULL HEIGHT TO ZERO HEIGHT AT 15' FROM CENTERLINE OF NEAREST TRACK.



SIGNAL LOCATION DETAIL:
 SCALE: 1" = 20'



PEDESTRIAN RAMP DETAIL:
 SCALE: 1" = 10'

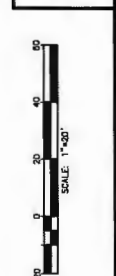
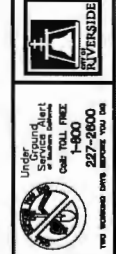
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 CPUC # 003.56.60

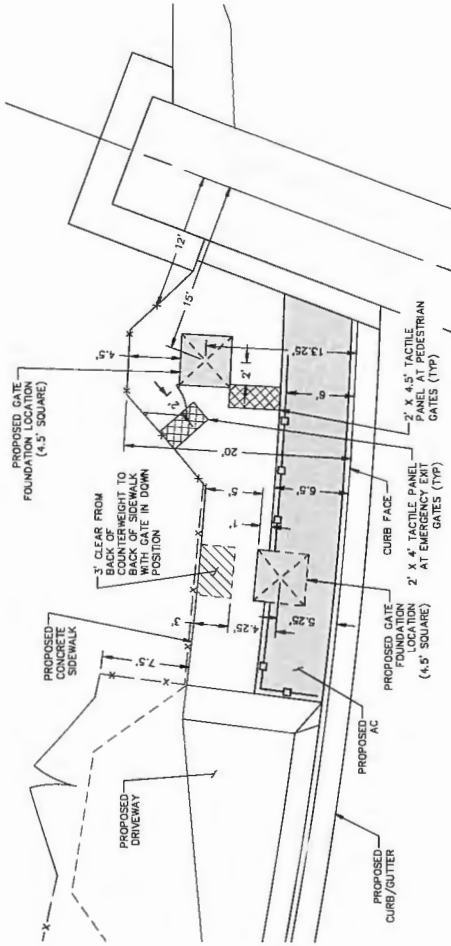
CITY OF RIVERSIDE, CALIFORNIA DEPARTMENT OF PUBLIC WORKS	CROSSING IMPROVEMENTS STREET IMPROVEMENTS AT CHIDGE STREET UPPER/BSF RAILWAY CROSSINGS
APPROVED BY: [Signature]	R-4337
DATE: [Date]	SHEET 2 OF 3
FILE NAME: R437-02.DWG	

ENGINEER IN RESPONSIBLE CHARGE	DATE
PROJECT: [Project Name]	DATE
SCALE: [Scale]	DATE

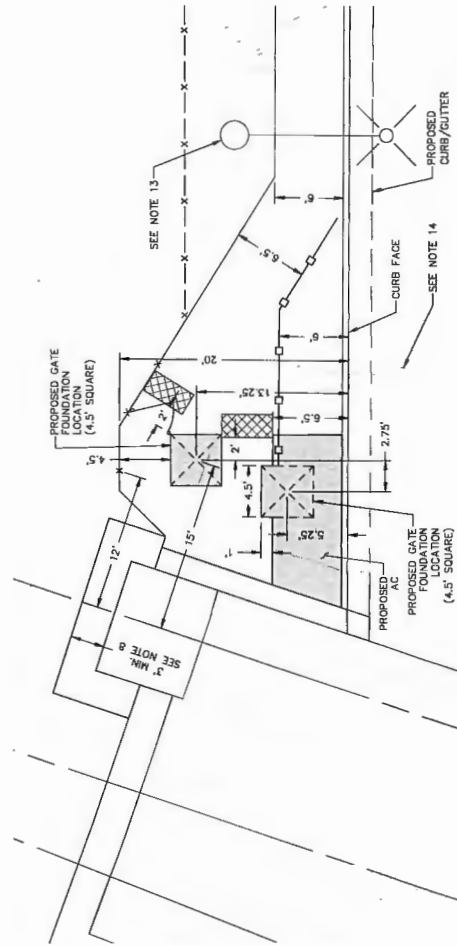
CONTRACTOR	DATE
CONSTRUCTION ADMIN.	DATE
TRAFFIC ENGINEER	DATE
UTILITY ENGINEER	DATE

DATE	SCALE
DATE	SCALE
DATE	SCALE





NORTHWEST QUADRANT DETAIL:
SCALE: 1" = 5'



NORTHEAST QUADRANT DETAIL:
SCALE: 1" = 5'

LEGEND:

- NEW AC PAVEMENT, 3.5' MIN DEPTH
- PROPOSED CAST-IN PLACE TACTILE PANEL (SEE NOTE 3)
- PROPOSED CHAIN LINK FENCE (SEE NOTE 1)
- PROPOSED METAL HAND RAILING (SEE NOTE 12)
- EMERGENCY PEDESTRIAN PUSH SWING GATE (SEE NOTE 10)

CROSSING ID:
MILEPOST # 10.70
USDOT # 026943P
CPUC # 0028-10.70/
003.56.60

NORTHERLY QUADRANT DETAILS	
STREET IMPROVEMENTS AT CHIDGE STREET UPRR/BNSF RAILWAY CROSSINGS	
FILE NAME: RA37-01.DWG	R-4337
DATE: 03/20/14	SHEET: 3 OF 3

CITY OF RIVERSIDE, CALIFORNIA DEPARTMENT OF PUBLIC WORKS	
APPROVED BY:	CITY ENGINEER
DATE:	
DESIGNED BY:	
CHECKED BY:	
DATE:	

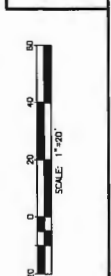
NO. 1	DATE	BY
NO. 2	DATE	BY
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NO. 10	DATE	BY
NO. 11	DATE	BY
NO. 12	DATE	BY
NO. 13	DATE	BY
NO. 14	DATE	BY



ENGINEER IN
RESPONSIBLE CHARGE
PAUL A. USAVAKOS
STATE OF CALIFORNIA
LICENSE NO. 5338 EXPIRES 06-30-24
DATE:

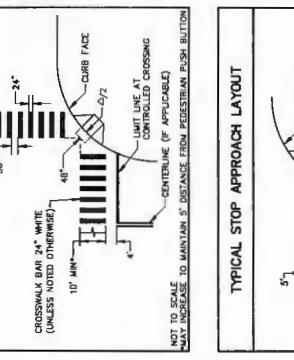
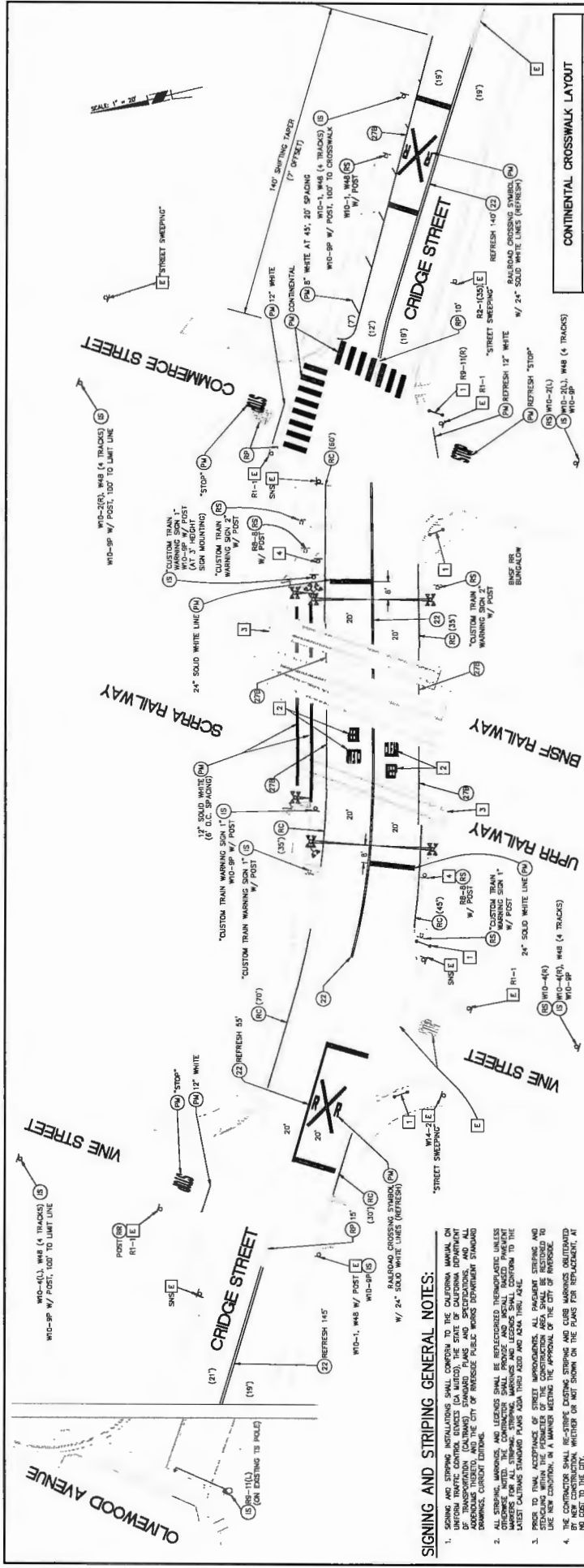


Under the
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Service Alert
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227-2800
NO WORKING GATES BEFORE YOU GO



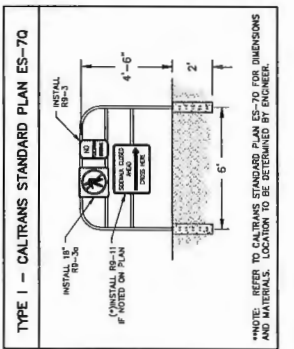
SCALE: 1" = 20'

SCALE: 1" = 5'



QUANTITIES - THIS SHEET

ITEM	QTY	UNIT
1	1,010	LF
2	208	LF
3	25	LF
4	125	LF
5	810	SF
6	275	LF
7	45	SF
8	6	EA
9	14	EA
10	7	EA
11	3	EA
12	4	EA
13	1	EA
14	1	EA



SIGNING AND STRIPING GENERAL NOTES:

1. SIGNAGE AND STRIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE CALIFORNIA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD), THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) STANDARD PLANS AND SPECIFICATIONS, AND ALL APPLICABLE FEDERAL, STATE AND LOCAL REGULATIONS, ORDINANCES, AND STANDARDS.
2. ALL STRIPING, MARKINGS AND LEGENDS SHALL BE REPRODUCED THROUGHOUT UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL PROVIDE AND INSTALL TRACED PAVEMENT LEGENDS AND LEGENDS SHALL BE REPRODUCED THROUGHOUT UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL PROVIDE AND INSTALL TRACED PAVEMENT LEGENDS AND LEGENDS SHALL BE REPRODUCED THROUGHOUT UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL PROVIDE AND INSTALL TRACED PAVEMENT LEGENDS AND LEGENDS SHALL BE REPRODUCED THROUGHOUT UNLESS OTHERWISE NOTED.
3. PRIOR TO FINAL ACCEPTANCE OF STREET IMPROVEMENTS, ALL PAVEMENT STRIPING AND MARKINGS WITHIN THE PROJECT AREA SHALL BE APPROVED BY THE CITY OF RIVERSIDE. THE CONTRACTOR SHALL SUBMIT TO THE CITY ENGINEER FOR REVIEW AND APPROVAL ALL PAVEMENT STRIPING AND MARKINGS WITHIN THE PROJECT AREA.
4. THE CONTRACTOR SHALL MAINTAIN EXISTING STRIPING AND MARKINGS UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL MAINTAIN EXISTING STRIPING AND MARKINGS UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL MAINTAIN EXISTING STRIPING AND MARKINGS UNLESS OTHERWISE NOTED.
5. ALL NEW STRIPING SHALL BE "DOT TRACKED" AND APPROVED BY THE CITY OF RIVERSIDE PRIOR TO FINAL INSTALLATION. THE CONTRACTOR SHALL PROVIDE NOTICE, BEFORE COMMENCING INSTALLATION OF STRIPING, MARKINGS AND LEGENDS, TO THE CITY ENGINEER AND THE CITY ENGINEER SHALL SUBMIT TO THE CITY ENGINEER FOR REVIEW AND APPROVAL ALL PAVEMENT STRIPING AND MARKINGS WITHIN THE PROJECT AREA.
6. PRIOR TO FINAL INSTALLATION, THE CONTRACTOR SHALL PROVIDE NOTICE, BEFORE COMMENCING INSTALLATION OF STRIPING, MARKINGS AND LEGENDS, TO THE CITY ENGINEER AND THE CITY ENGINEER SHALL SUBMIT TO THE CITY ENGINEER FOR REVIEW AND APPROVAL ALL PAVEMENT STRIPING AND MARKINGS WITHIN THE PROJECT AREA.
7. TRAFFIC SIGNAGE SHALL BE IN ACCORDANCE WITH THE CALIFORNIA MUTCD AND THE CITY OF RIVERSIDE MUTCD. THE CONTRACTOR SHALL PROVIDE NOTICE, BEFORE COMMENCING INSTALLATION OF STRIPING, MARKINGS AND LEGENDS, TO THE CITY ENGINEER AND THE CITY ENGINEER SHALL SUBMIT TO THE CITY ENGINEER FOR REVIEW AND APPROVAL ALL PAVEMENT STRIPING AND MARKINGS WITHIN THE PROJECT AREA.
8. SIGNAGE SHALL BE STRIPPED AND REPLACED WITHIN THE CITY OF RIVERSIDE. THE CONTRACTOR SHALL PROVIDE NOTICE, BEFORE COMMENCING INSTALLATION OF STRIPING, MARKINGS AND LEGENDS, TO THE CITY ENGINEER AND THE CITY ENGINEER SHALL SUBMIT TO THE CITY ENGINEER FOR REVIEW AND APPROVAL ALL PAVEMENT STRIPING AND MARKINGS WITHIN THE PROJECT AREA.
9. ALL EXISTING SIGNS AND POSTS TO BE REMOVED SHALL BE DELIVERED TO THE CITY OF RIVERSIDE. THE CONTRACTOR SHALL PROVIDE NOTICE, BEFORE COMMENCING INSTALLATION OF STRIPING, MARKINGS AND LEGENDS, TO THE CITY ENGINEER AND THE CITY ENGINEER SHALL SUBMIT TO THE CITY ENGINEER FOR REVIEW AND APPROVAL ALL PAVEMENT STRIPING AND MARKINGS WITHIN THE PROJECT AREA.
10. SIGNS AND POSTS TO BE REMOVED SHALL BE DELIVERED TO THE CITY OF RIVERSIDE. THE CONTRACTOR SHALL PROVIDE NOTICE, BEFORE COMMENCING INSTALLATION OF STRIPING, MARKINGS AND LEGENDS, TO THE CITY ENGINEER AND THE CITY ENGINEER SHALL SUBMIT TO THE CITY ENGINEER FOR REVIEW AND APPROVAL ALL PAVEMENT STRIPING AND MARKINGS WITHIN THE PROJECT AREA.
11. STRIPING SHALL BE APPLIED WITHIN 48 HOURS OF SURFACE COURSE REPLACEMENT ON ALL EXISTING PAVED SURFACES. THE CONTRACTOR SHALL PROVIDE NOTICE, BEFORE COMMENCING INSTALLATION OF STRIPING, MARKINGS AND LEGENDS, TO THE CITY ENGINEER AND THE CITY ENGINEER SHALL SUBMIT TO THE CITY ENGINEER FOR REVIEW AND APPROVAL ALL PAVEMENT STRIPING AND MARKINGS WITHIN THE PROJECT AREA.
12. CONTRACTOR SHALL MAINTAIN EXISTING STRIPING AND MARKINGS UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL MAINTAIN EXISTING STRIPING AND MARKINGS UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL MAINTAIN EXISTING STRIPING AND MARKINGS UNLESS OTHERWISE NOTED.
13. ALL EXISTING STRIPING, MARKINGS AND LEGENDS SHALL BE REPRODUCED THROUGHOUT UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL PROVIDE AND INSTALL TRACED PAVEMENT LEGENDS AND LEGENDS SHALL BE REPRODUCED THROUGHOUT UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL PROVIDE AND INSTALL TRACED PAVEMENT LEGENDS AND LEGENDS SHALL BE REPRODUCED THROUGHOUT UNLESS OTHERWISE NOTED.
14. WHERE APPLICABLE, EXISTING LEGS AND LEGENDS SHALL BE REPRODUCED THROUGHOUT UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL PROVIDE AND INSTALL TRACED PAVEMENT LEGENDS AND LEGENDS SHALL BE REPRODUCED THROUGHOUT UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL PROVIDE AND INSTALL TRACED PAVEMENT LEGENDS AND LEGENDS SHALL BE REPRODUCED THROUGHOUT UNLESS OTHERWISE NOTED.

CITY OF RIVERSIDE, CALIFORNIA
DEPARTMENT OF PUBLIC WORKS

ENGINEER IN CHARGE
 RESPONSIBLE CHANGE

UNDER CONTRACT ALERT
 SURFACE COURSE REPLACEMENT
 CALL 1-800-227-2600

ENGINEER IN CHARGE
 RESPONSIBLE CHANGE

CONTRACTOR
 NAME: _____ DATE: _____
 PROJECT NO.: _____ SHEET NO.: _____

APPROVED BY
 NAME: _____ DATE: _____

PROJECT TITLE
 SIGNING AND STRIPING PLAN FOR CRIDGE STREET CROSSING IMPROVEMENTS UPPER/NSF RAILWAY CROSSINGS

DATE
 3-31-25

SCALE
 1"=20'

FILE NAME
 XL-869

SHEET
 1 OF 1

PROJECT NO.
 R-437