

Highway-Railroad Crossing Safety Account Nominations  
(Dollars in Thousands)

ID	County	Nominated By	Project Title	150	100	Both	TCIF	Enviro. Clearance	Const. Start	Total Project Cost	HRCSA Request
1	ALA	City of Fremont	Warren Avenue Grade Separation	X	X	X		Jul-02	Apr-10	51,218	9,600
2	ALA	City of Fremont	Kato Road Grade Separation	X	X	X		Apr-09	Dec-10	40,239	10,000
3	ALA	City of Hayward	Tennyson Road at UPRR Grade Separation		X			May-09	Dec-10	13,683	5,000
4	ALA	City of Berkeley	Gilman Street Railroad Grade Separation		X			Dec-10	Jul-13	21,000	10,000
5	CC	City of Richmond	Marina Bay Grade Separation		X			Jun-09	Sep-10	37,500	6,000
6	CC	City of Richmond	Cutting Boulevard Grade Separation		X			Jul-10	Apr-12	25,500	6,000
7	FRE	County of Fresno	Mountain View Avenue/UPRR Grade Separation Project		X			Sep-12	Mar-14	14,382	11,530
8	KER	County of Kern	BNSF Grade Separation at Santa Fe Way	X				May-06	Apr-09	28,853	9,926
9	KER	County of Kern	Hageman Road/BNSF Railroad Grade Separation	X				Aug-08	Jun-10	35,300	17,650
10	KER	City of Bakersfield	State Route 58/Landco Grade Separation	X				Dec-09	Sep-11	17,820	6,270
11	LA	City of Los Angeles	Riverside Drive Grade Separation Replacement	X	X	X		Dec-05	Jul-09	54,465	5,000
12	LA	City of Los Angeles	North Spring Street Grade Separation Reconstruction	X	X	X		Dec-05	Jul-09	48,764	5,001
13	LA	SCRRA	Broadway-Brazil Street Grade Crossing Improvements		X			May-06	Sep-09	6,500	3,000
14	LA	ACE	Nogales Street Grade Separation	X				Jan-09	Dec-09	84,000	25,600
15	LA	Port of Los Angeles	South Wilmington Grade Separation	X			X	Apr-06	Jan-11	73,060	13,000
16	LA	City of Santa Clarita	Magic Mountain Parkway Railroad Flyover	X				Nov-12	May-14	108,300	20,000
17	LA	City of Palmdale	Rancho Vista Boulevard/Avenue P Grade Separation	X				Aug-09	Jul-14	66,339	22,872
18	Mer	City of Merced	G Street Undercrossing	X	X	X		Jun-08	Mar-10	18,000	9,000
19	ORA	City of Anaheim	State College Boulevard Grade Separation		X		X	Sep-09	Dec-09	70,000	31,500
20	ORA	City of Irvine	San Canyon Grade Separation	X					Aug-10	56,604	15,515
21	RIV	City of Banning	Sunset Avenue Grade Separation	X			X	Apr-09	Jul-11	36,500	18,250
22	RIV	County of Riverside	Clay Street Railroad Grade Separation	X			X	Dec-09	Aug-11	37,350	16,000
23	RIV	City of Riverside	ACE: Riverside Avenue Grade Separation	X	X	X	X	Jun-09	Dec-11	30,300	14,000
24	RIV	City of Riverside	ACE: Streeter Avenue Grade Separation	X	X	X	X	Jan-10	Jan-12	36,800	20,000
25	RIV	City of Riverside	ACE: 3rd Street Grade Separation	X	X	X	X	Mar-09	Jan-12	40,161	25,000
26	RIV	City of Riverside	ACE: Mary Street Grade Separation	X	X	X		Aug-09	Jan-12	38,000	17,700
27	RIV	County of Riverside	Magnolia Avenue Grade Separation	X			X	Dec-09	Jan-12	81,750	30,000
28	RIV	County of Riverside	Jurupa Road Railroad Grade Separation	X				Dec-09	Jan-12	108,400	25,000
29	SAC	City of Sacramento	6th Street Overcrossing & 7th Street Undercrossing		X				Nov-09	35,816	28,689
30	SBD	City of Ontario	North Milliken Avenue Railroad Grade Separation at UPRR	X			X	Nov-02	Jan-09	74,210	12,700
31	SBD	City of Barstow	Lenwood Road Grade Separation	X			X	Oct-10	Apr-12	31,457	15,729
32	SBD	City of Ontario	South Milliken Avenue Railroad Grade Separation at UPRR	X			X	Dec-09	Dec-12	30,083	13,300
33	SD	City of San Diego	Park Boulevard at Harbor Drive/Pedestrian Bridge Project		X			Jun-06	Jun-08	29,400	8,400
34	SD	City of Encinitas	Encinitas Grade-Separated Pedestrian Crossings		X			Oct-08	Mar-10	23,193	16,945
35	SD	Sandag	H Street at SD&AE Grade Separation		X			Jun-10	Oct-12	42,600	17,000
36	SD	Sandag	E Street at SD&AE Grade Separation		X			Jun-10	Oct-12	44,000	17,600
37	SD	Sandag	Sorrento Valley Boulevard at SDNR Grade Separation		X			Mar-11	Jun-13	77,612	74,212
38	SD	Sandag	Taylor Street at SDNR Grade Separation		X			Jun-11	Feb-14	61,937	61,937
39	SF	PCJPB	Jerrold Avenue & Quint Street Bridges Grade Separation	X	X	X		Sep-08	Dec-09	41,661	10,000
40	SJ	Port of Stockton	Port of Stockton Expressway	X				Nov-09	Jun-10	31,700	10,448
41	SJ	City of Stockton	Eight Mile Road/UPRR (East) Grade Separation	X	X	X		Jul-07	Jul-10	31,000	8,500
42	SJ	City of Stockton	Eight Mile Road/UPRR (West) Grade Separation	X	X	X		Jul-07	Jul-10	25,000	8,500
43	SJ	City of Stockton	Lower Sacramento Road at UPRR Grade Separation	X	X	X		Jul-07	Jul-10	34,000	10,000

Highway-Railroad Crossing Safety Account Nominations  
(Dollars in Thousands)

ID	County	Nominated By	Project Title	150	100	Both	TCIF	Enviro. Clearance	Const. Start	Total Project Cost	HRCSA Request
44	SM	PCJPB	San Mateo Bridges Grade Separation		X			Jun-04	Apr-09	46,521	5,000
45	SM	PCJPB	San Bruno Grade Separation	X	X	X		Dec-08	Jul-10	165,000	30,000
46	TUL	County of Tulare	Betty Drive Grade Separation		X			May-09	Jun-10	27,675	12,175
47	TUL	City of Tulare	Bardsley Avenue Grade Separation	X	X	X		Apr-09	Jun-10	14,486	4,656
48	TUL	City of Tulare	Cartmill Avenue Grade Separation	X	X	X		Apr-09	Jun-10	26,808	10,816
49	VEN	City of Santa Barbara	Improve Vehicular Safety at Milpas & Indio Muerta Intersections		X					9,220	9,220
<b>Total Nominations</b>										<b>2,184,167</b>	<b>794,241</b>

*Note: The above project costs and requests are based on a preliminary review of the nominations and are subject to revision.*

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Proj  
# 8,9  
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# Highway-Railroad Crossing Safety Account (HRCSA)

**Project 8 – BNSF Grade Separation at Santa Fe Way**

**Project 9 – Hageman/BNSF Railroad Grade Separation**

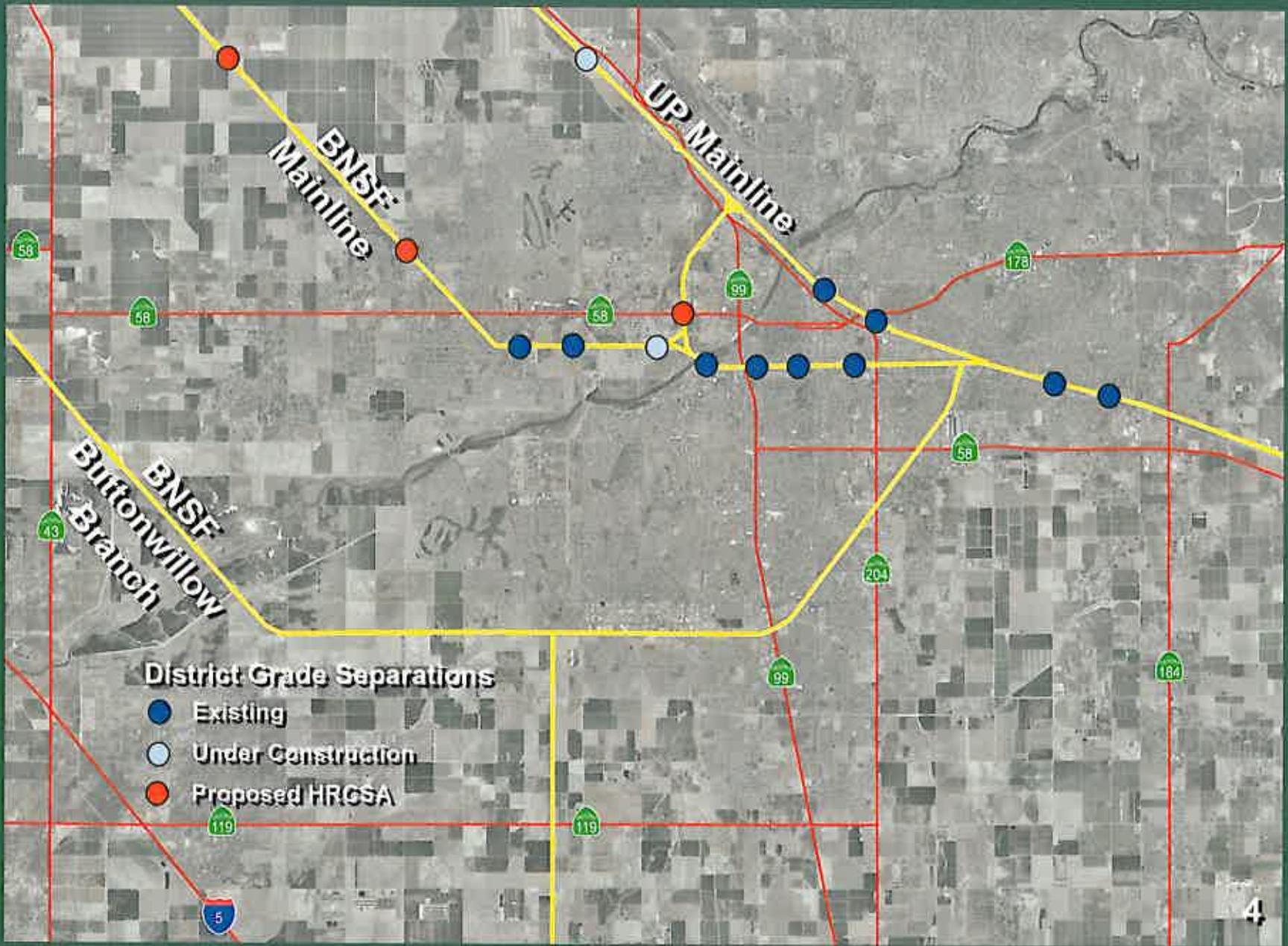
**Project 10 – State Route 58/Landco Grade Separation**

# **Greater Bakersfield Separation of Grade District**

- **Established 1954**
  - Streets and Highway Code Section 8130
- **Only Separation of Grade District in State**
- **Members appointed by Board of Supervisors**
  - 4 Year Terms
  - 3 City District Residents
  - 2 Non-City District Residents
- **Separate Dangerous Street/Street and Street/Railroad at-grade crossings with overpass/underpass**
- **Work with County and City as partners**
- **Excellent relationship with Railroad Companies**

# **Greater Bakersfield Separation of Grade District**

- **Successfully Completed 10 Railroad Grade Separations since 1980**
- **One Grade Separation currently under construction**
- **One Grade Separation starting construction early 2009**
- **Three Grade Separations proposed for HRCSA**

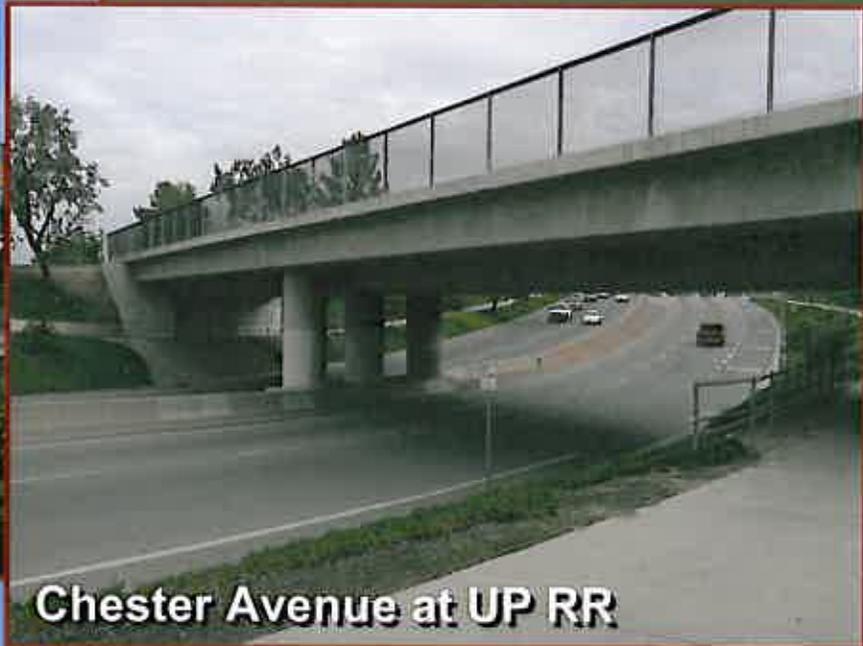


**District Grade Separations**

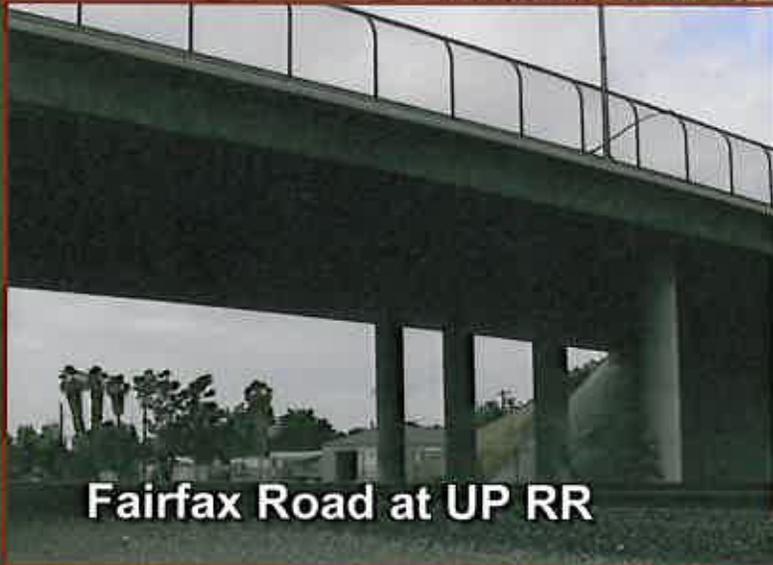
- Existing
- Under Construction
- Proposed HRCSA



**H Street at BNSF RR**



**Chester Avenue at UP RR**



**Fairfax Road at UP RR**



**Calloway Drive at BNSF RR**



**Truxtun Avenue at BNSF RR**



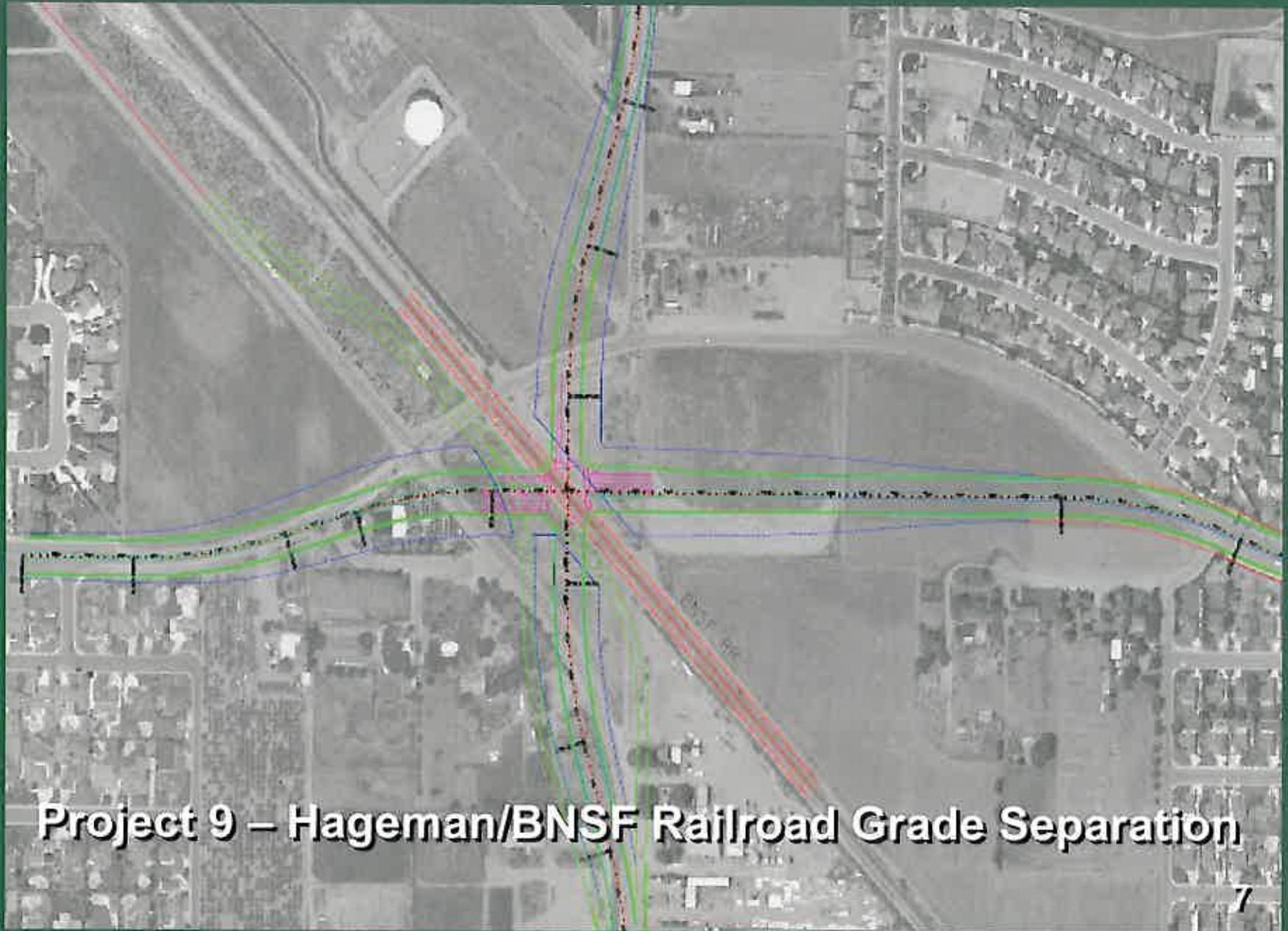
**Union Avenue at UP RR**



**Oswell Street at UP RR**



**Q Street at BNSF RR**



**Project 9 – Hageman/BNSF Railroad Grade Separation**



**Project 10 – State Route 58/Landco Grade Separation**

# Highway-Railroad Crossing Safety Account (HRCSA) Prop 1B

Seventh Standard  
Road Expansion

BNSF Grade Separation  
@ Santa Fe Way



SHAFTER

BAKERSFIELD

Project Location



0 50 100 200 300 Miles



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### **Highway-Railroad Crossing Safety Account (HCRSA) Prop 1B Seventh Standard Road Expansion BNSF Grade Separation @ Santa Fe Way**

#### **Section**

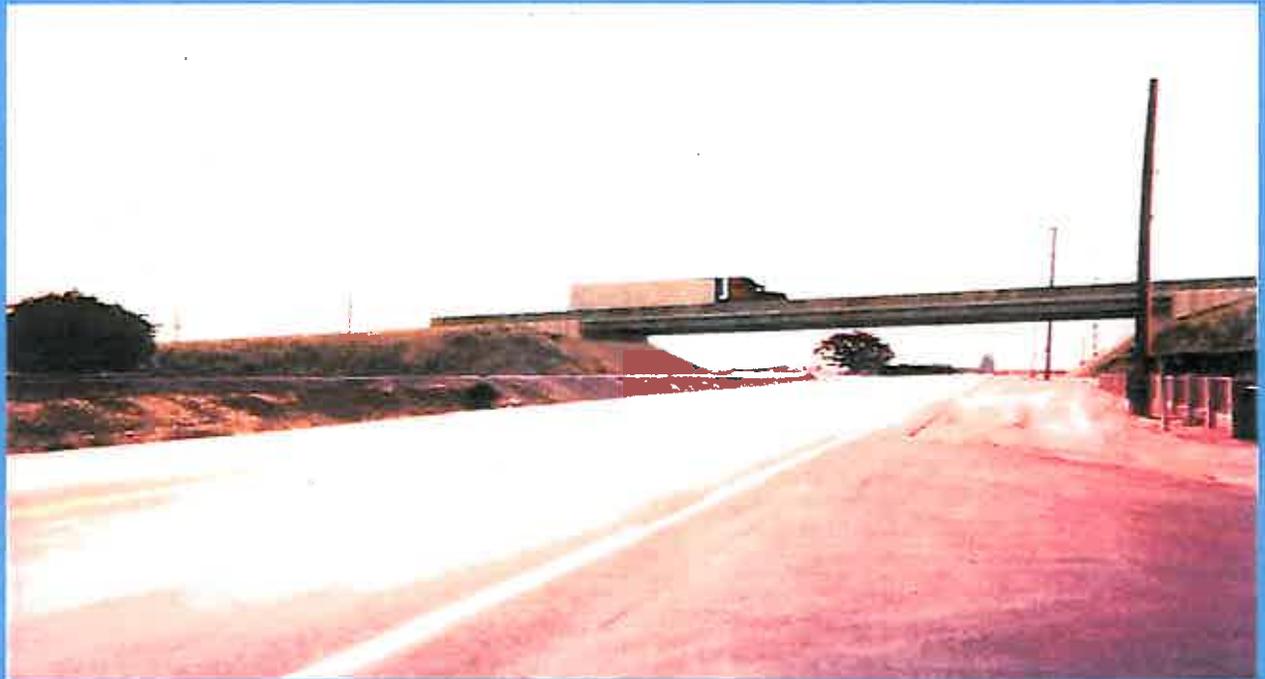
- 1. Cover Letter & Letters of Support**
- 2. Project Fact Sheet, Narrative & Programming Request Form**
- 3. Exhibits**
- 4. County of Kern Board Action, BNSF Railroad Agreement, FHWA Environmental Clearance Letter**
- 5. Supporting Documents**



Future View Simulation

# Section 1

## Cover Letter & Letters of Support



**ROADS DEPARTMENT**

**CRAIG M. POPE, P.E., Director**

2700 "M" STREET, SUITE 400

BAKERSFIELD, CA 93301-2370

Phone: (661) 862-8850

FAX: (661) 862-8851

Toll Free: (800) 552-5376 Option 5

TTY Relay: (800)735-2929

E-Mail: [roads@co.kern.ca.us](mailto:roads@co.kern.ca.us)



**RESOURCE MANAGEMENT AGENCY**

**DAVID PRICE III, RMA DIRECTOR**

Community Development Program Department

Engineering & Surveying Services Department

Environmental Health Services Department

Planning Department

Roads Department

June 12, 2008

John Barna, Executive Director  
California Transportation Commission  
Mail Station 52, Room 2222  
1120 N Street  
Sacramento, CA 95814

Re: Highway-Railroad Crossing Account (HCRSA) Prop 1B Application  
Seventh Standard Road Expansion  
BNSF Grade Separation @ Santa Fe Way

Dear Mr. Barna,

The County of Kern is nominating the BNSF Grade Separation @ Santa Fe Way under the Highway-Railroad Crossing Account (HCRSA) Proposition 1B. This project is consistent with the Kern Council of Government's 2007 Regional Transportation Plan and is 100% designed and ready for bid. The County of Kern has secured funding for the 1:1 match as required by the guidelines. The BNSF grade separation @ Santa Fe Way is on the PUC's grade separation priority list. Enclosed with this letter of nomination is the project submission package.

Best Regards,

A handwritten signature in black ink that reads "Craig M. Pope". The signature is written in a cursive, flowing style.

Craig M. Pope, P. E.  
Director, County of Kern Roads Department

Enclosures

SACRAMENTO OFFICE:  
STATE CAPITOL, ROOM 5061  
SACRAMENTO, CA 95814-4900  
TEL (916) 651-4016  
FAX (916) 327-3989

DISTRICT OFFICES:  
1800 30TH STREET, #350  
BAKERSFIELD, CA 93301  
TEL (661) 395-2620  
FAX (661) 395-2622

2550 MARIPOSA MALL, #2016  
FRESNO, CA 93721  
TEL (559) 264-3070  
FAX (559) 445-6506

# California State Senate



**DEAN FLOREZ**  
SENATOR, SIXTEENTH DISTRICT  
CHAIR,  
GOVERNMENTAL ORGANIZATION

CHAIRMAN:  
GOVERNMENTAL  
ORGANIZATION  
SELECT COMMITTEE ON  
AIR QUALITY  
SELECT COMMITTEE ON  
WEST NILE VIRUS  
SELECT COMMITTEE ON  
RETIREMENT INVESTMENT  
AND CONSUMER PROTECTION  
STANDING COMMITTEES:  
AGRICULTURE  
APPROPRIATIONS  
BUSINESS, PROFESSIONS  
AND ECONOMIC  
DEVELOPMENT  
GOVERNMENT  
MODERNIZATION,  
EFFICIENCY AND  
ACCOUNTABILITY  
HUMAN SERVICES  
SELECT COMMITTEES:  
CALIFORNIA'S WINE  
INDUSTRY  
CENTRAL VALLEY  
ECONOMIC DEVELOPMENT  
COLORADO RIVER

June 12, 2008

John Chalker, Chair  
c/o: John Barna, Executive Director  
California Transportation Commission  
1120 N Street, Room 2221 (MS-52)  
Sacramento, CA 95814

**RE: Letter of Support for County of Kern's 7<sup>th</sup> Standard Road and BNSF Separation of Grade Project Highway-Railroad Crossing Safety Account (HRCSA) Proposition 1B Application**

Dear Mr. Chalker:

I write in support of the County of Kern's Separation of Grade project application for the Proposition 1B Highway-Railroad Crossing Safety Account (HRCSA).

Through the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006, approved by the voters as Proposition 1B on November 7, 2006, the state and its voters have made a commitment for the completion of high-priority grade separation and railroad crossing safety improvements. The Separation of Grade project in the County of Kern on 7<sup>th</sup> Standard Road at the BNSF Railway honors these commitments by seeking to significantly improve safety by eliminating the existing at-grade crossing.

The County's separation of grade project is located at the south end of the City of Shafter's Intermodal Rail Facility that was successfully nominated for funding under the Trade Corridors Improvement Fund. The Intermodal Rail Facility will eliminate an estimated 600 diesel trucks per day one-way through the central valley and will boost the local economy by adding an estimated 3,500 jobs. With increasing vehicular and rail traffic, passenger and freight, the County's project will improve safety and enhance the City's Intermodal Rail Facility by eliminating delay associated with the at-grade crossing. Together, the Intermodal Rail Facility and Separation of Grade project will have positive transportation and air quality impacts due to reduced delay and improved goods movement throughout the state.



I urge your strong support for the County's Separation of Grade project that will improve safety, reduce congestion and the transportation of goods throughout the state.

Should you have any questions or concerns please do not hesitate to contact my Bakersfield Office at 661-395-2620.

Sincerely,

A handwritten signature in black ink that reads "Dean Florez". The signature is written in a cursive, flowing style.

DEAN FLOREZ  
State Senator, Sixteenth District

cc: County of Kern, Roads Department

cc: City of Shafter

STATE CAPITOL  
P.O. BOX 942849  
SACRAMENTO, CA 94249-0032  
(916) 319-2032  
FAX (916) 319-2132

DISTRICT OFFICE  
4900 CALIFORNIA AVE., SUITE 100-B  
BAKERSFIELD, CA 93309  
(661) 395-2995  
FAX (661) 395-3883

Assembly  
California Legislature



JEAN FULLER  
ASSEMBLY MEMBER, THIRTY-SECOND DISTRICT

COMMITTEES  
VICE CHAIR  
NATURAL RESOURCES  
MEMBER  
AGRICULTURE  
BUDGET

June 12, 2008

John Chalker, Chair  
c/o: John Barna, Executive Director  
California Transportation Commission  
1120 N Street, Room 2221 (MS-52)  
Sacramento, CA 95814

RE: Letter of Support for County of Kern's 7<sup>th</sup> Standard Road and BNSF Separation of Grade Project  
Highway-Railroad Crossing Safety Account (HRCSA) Proposition 1B Application

Dear John:

I write in support of the County of Kern's Separation of Grade project application for the Proposition 1B  
Highway-Railroad Crossing Safety Account (HRCSA).

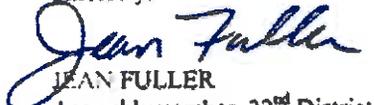
Through the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006, approved  
by the voters as Proposition 1B on November 7, 2006, the state and its voters have made a commitment for the  
completion of high-priority grade separation and railroad crossing safety improvements. The Separation of  
Grade project in the County of Kern on 7<sup>th</sup> Standard Road at the BNSF Railway honors these commitments by  
seeking to significantly improve safety by eliminating the existing at-grade crossing.

The County's separation of grade project is located at the south end of the City of Shafter's Intermodal Rail  
Facility that was successfully nominated for funding under the Trade Corridors Improvement Fund. The  
Intermodal Rail Facility will eliminate an estimated 600 diesel trucks per day one-way through the central  
valley and will boost the local economy by adding an estimated 3,500 jobs. With increasing vehicular and rail  
traffic, passenger and freight, the County's project will improve safety and enhance the City's Intermodal Rail  
Facility by eliminating delay associated with the at-grade crossing. Together, the Intermodal Rail Facility and  
Separation of Grade project will have positive transportation and air quality impacts due to reduced delay and  
improved goods movement throughout the state.

I urge your strong support for the County's Separation of Grade project that will improve safety, reduce  
congestion and the transportation of goods throughout the state.

Should you have any questions or concerns please do not hesitate to contact my District Director, Zack  
Scrivner, at (661) 395-2995.

Sincerely,

  
JEAN FULLER  
Assemblymember, 32<sup>nd</sup> District

Cc: County of Kern, Roads Department

KEVIN McCARTHY  
2ND DISTRICT, CALIFORNIA

1525 LONGWORTH HOUSE OFFICE  
BUILDING  
WASHINGTON, DC 20515  
(202) 225-2915

4100 EMPIRE DRIVE, SUITE 150  
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(805) 327-3611

5605 CAPITANO AVENUE, SUITE 2  
ATASCADERO, CA 93422  
NORTH COUNTY: (805) 451-1034  
SOUTH COUNTY: (805) 844-0297

www.kevinmccarthy.house.gov



**Congress of the United States**  
**House of Representatives**  
**Washington, DC 20515-0522**

COMMITTEE ON  
FINANCIAL SERVICES  
Subcommittee on Financial  
Institutions and Consumer Credit  
Subcommittee on Housing and  
Community Development  
Subcommittee on Government and  
Industry Relations  
COMMITTEE ON  
HOUSE ADMINISTRATION  
Ranking Member  
Subcommittee on Elections  
ASSISTANT REPUBLICAN WHIP

June 12, 2008

Mr. John Chalker, Chair  
c/o John Barna, Executive Director  
California Transportation Commission  
1120 N Street, Room 2221 (MS-52)  
Sacramento, CA 95814

Dear Mr. Chalker:

I write in support of Kern County's Separation of Grade project application for the Proposition 1B Highway-Railroad Crossing Safety Account (HRCSA).

Through the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006, approved by the voters as Proposition 1B, the state has made a commitment for the completion of high-priority grade separation and railroad crossing safety improvements. As a former state legislator participating in the drafting of Proposition 1B, the Separation of Grade project in the County of Kern on 7<sup>th</sup> Standard Road at the BNSF Railway significantly improves safety by eliminating the existing at-grade crossing.

The County's separation of grade project is located at the south end of the City of Shafter's Intermodal Rail Facility that was successfully nominated for funding under the Trade Corridors Improvement Fund. Kern County faces increasing demands on its road infrastructure and this project will make the necessary improvements to improve safety and eliminate delays associated with the at-grade crossing. This project will have positive transportation and air quality impacts due to reduced delay and improved goods movement throughout the state.

I urge your strong support for the County's Separation of Grade project that will improve safety, reduce congestion and the transportation of goods throughout the state.

Should you have any questions or concerns, please do not hesitate to contact Vincent Fong at my Bakersfield office at 661-327-3611.

Sincerely,

KEVIN McCARTHY  
Member of Congress

**JIM COSTA**  
20th District, California

EMAIL: congressjancosta@mail.house.gov  
WEB PAGE: www.house.gov/costa

COMMITTEE ON NATURAL RESOURCES  
SUBCOMMITTEE ON  
ENERGY AND MINERAL RESOURCES  
CHAIRMAN  
SUBCOMMITTEE ON  
WATER AND POWER

**Congress of the United States**  
**House of Representatives**  
Washington, D.C. 20515

COMMITTEE ON AGRICULTURE  
SUBCOMMITTEE ON  
CONSERVATION, CREDIT, ENERGY AND RESEARCH  
SUBCOMMITTEE ON  
LIVESTOCK, DAIRY AND POULTRY  
COMMITTEE ON FOREIGN  
AFFAIRS  
SUBCOMMITTEE ON  
EUROPE  
SUBCOMMITTEE ON  
MIDDLE EAST AND SOUTH ASIA

June 10, 2008

**John Chalker, Chair**  
c/o John Barna, Executive Director  
California Transportation Commission  
1120 N Street, Room 2221 (MS-52)  
Sacramento, CA 95814

Dear Mr. Chalker:

This letter is in support of the County of Kern's Separation of Grade project application for the Proposition 1B Highway-Railroad Crossing Safety Account (HRCSA). Through the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006, the state and its voters have made a commitment for the completion of high-priority grade separation and railroad crossing safety improvements. The Separation of Grade project in the County of Kern on 7<sup>th</sup> Standard Road at the BNSF Railway fulfills these commitments by seeking to significantly improve safety through the elimination of the existing at-grade crossing.

The County of Kern has experienced notable growth in recent years. Kern County has identified and addressed the necessary safety improvements to advance transportation throughout this area. The County's separation of grade project is located at the south end of the City of Shafter's Intermodal Rail Facility. This facility projects to eliminate an estimated 600 diesel trucks per day one-way through the Valley and will boost the local economy by adding an estimated 3,500 jobs.

With increasing passenger, freight and rail traffic, the County's project hopes to improve safety and enhance the City's Intermodal Rail Facility by eliminating delay associated with the at-grade crossing. Together, the Intermodal Rail Facility and Separation of Grade project expect to have positive transportation and air quality impacts due to reduced delay and improved goods movement throughout the state.

It is my hope you give the County of Kern's Separation of Grade project application your serious consideration. Your help in this effort would be greatly appreciated. Thank you in advance for your attention to this request.

Sincerely,

  
**JIM COSTA**  
Member of Congress

JC/nv



**Kern Council  
of Governments**

June 9, 2008

John Chalker, Chair  
c/o: John Barna, Executive Director  
California Transportation Commission  
1120 N Street, Room 2221 (MS-52)  
Sacramento, A 95814

RE: Letter of Support for County of Kern's 7<sup>th</sup> Standard Road and BNSF Separation of Grade Project Highway-Railroad Crossing Safety Account (HRCSA) Proposition 1B Application

Dear Mr. Chalker:

Kern Council of Governments supports the County of Kern's Separation of Grade project application for the Proposition 1B Highway-Railroad Crossing Safety Account (HRCSA).

Through the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006, approved by the voters as Proposition 1B on November 7, 2006, the state and its voters have made a commitment for the completion of high-priority grade separation and railroad crossing safety improvements. The Separation of Grade project in the County of Kern on 7<sup>th</sup> Standard Road at the BNSF Railway honors these commitments by seeking to significantly improve safety by eliminating the existing at-grade crossing.

The County's separation of grade project is located at the south end of the City of Shafter's Intermodal Rail Facility that was successfully nominated for funding under the Trade Corridors Improvement Fund. The Intermodal Rail Facility will eliminate an estimated 600 diesel trucks per day one-way through the central valley and will boost the local economy by adding an estimated 3,500 jobs. With increasing vehicular and rail traffic, passenger and freight, the County's project will improve safety and enhance the City's Intermodal Rail Facility by eliminating delay associated with the at-grade crossing. Together, the Intermodal Rail Facility and Separation of Grade project will have positive transportation and air quality impacts due to reduced delay and improved goods movement throughout the state.



**PUBLIC WORKS DEPARTMENT**

1501 TRUXTON AVENUE  
BAKERSFIELD, CA 93301  
(661) 326-3724

---

RALPH M. ROJAS, DIRECTOR • CITY ENGINEER

June 10, 2008

John Chalker, Chair  
c/o: John Barna, Executive Director  
California Transportation Commission  
1120 N Street, Room 2221 (MS-52)  
Sacramento, CA 95814

RE: Letter of Support for County of Kern's 7<sup>th</sup> Standard Road and BNSF Separation of Grade Project Highway-Railroad Crossing Safety Account (HRCSA) Proposition 1B Application

Dear Commissioner Chalker:

I am writing to express the City of Bakersfield's support of the County of Kern's Separation of Grade project application for the Proposition 1B Highway-Railroad Crossing Safety Account (HRCSA).

Through the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006, approved by the voters as Proposition 1B on November 7, 2006, the state and its voters have made a commitment for the completion of high-priority grade separation and railroad crossing safety improvements. The Separation of Grade project in the County of Kern on 7<sup>th</sup> Standard Road at the BNSF Railway honors these commitments by seeking to significantly improve safety by eliminating the existing at-grade crossing.

This project is located at the south end of the City of Shafter's Intermodal Rail Facility that was successfully nominated for funding under the Trade Corridors Improvement Fund. With increasing vehicular and rail traffic, both passenger and freight, the County's project will improve safety and operations at the Intermodal Rail Facility by eliminating delay associated with the at-grade crossing. Together, the Intermodal Rail Facility and the Separation of Grade project will have positive transportation and air quality impacts because of reduced delay and improved goods movement throughout the state.

June 10, 2008

John Chalker, Chair

c/o: John Bama, Executive Director

California Transportation Commission

RE: Letter of Support for County of Kern's 7<sup>th</sup> Standard Road and BNSF Separation of Grade Project  
Highway-Railroad Crossing Safety Account (HRCSA) Proposition 1B Application

---

I urge your strong support for this important grade separation project. If I can be of any assistance, don't hesitate to call me at 661-326-3596.

Sincerely,



Raul Rojas

Public Works Director

cc: *Craig Pope, Director, County of Kern, Roads Department*  
*Michael Todd Wood, P.E., County of Kern, Engineering Manager – Public Works TRIP*  
*J. Christopher Clark, Program Manager – Parsons / Public Works – TRIP*  
*Theodore D. Wright, Program Manager - City of Bakersfield / Public Works – TRIP*

33141 E. Lerdo Highway  
Bakersfield, CA 93308-9767



**PARAMOUNT**  
**LAND COMPANY**

Bus: (661) 399-4456  
Fax: (661) 399-1735

June 12, 2008

John Chalker, Chair  
c/o: John Barna, Executive Director  
California Transportation Commission  
1120 N Street, Room 2221 (MS-52)  
Sacramento, CA 95814

RE: Letter of Support for County of Kern's 7<sup>th</sup> Standard Road and BNSF Separation of Grade Project Highway-Railroad Crossing Safety Account (HRCSA) Proposition 1B Application

Dear Mr. Chalker:

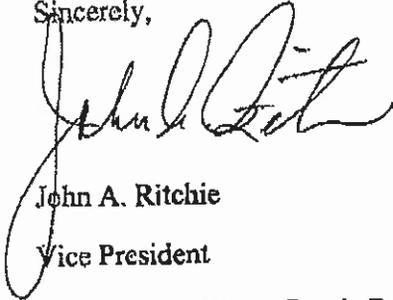
I write in support of the County of Kern's Separation of Grade project application for the Proposition 1B Highway-Railroad Crossing Safety Account (HRCSA).

Through the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006, approved by the voters as Proposition 1B on November 7, 2006, the state and its voters have made a commitment for the completion of high-priority grade separation and railroad crossing safety improvements. The Separation of Grade project in the County of Kern on 7<sup>th</sup> Standard Road at the BNSF Railway honors these commitments by seeking to significantly improve safety by eliminating the existing at-grade crossing.

The County's separation of grade project is located at the south end of the City of Shafter's Intermodal Rail Facility that was successfully nominated for funding under the Trade Corridors Improvement Fund. The Intermodal Rail Facility will eliminate an estimated 600 diesel trucks per day one-way through the central valley and will boost the local economy by adding an estimated 3,500 jobs. With increasing vehicular and rail traffic, passenger and freight, the County's project will improve safety and enhance the City's Intermodal Rail Facility by eliminating delay associated with the at-grade crossing. Together, the Intermodal Rail Facility and Separation of Grade project will have positive transportation and air quality impacts due to reduced delay and improved goods movement throughout the state.

I urge your strong support for the County's Separation of Grade project that will improve safety, reduce congestion and the transportation of goods throughout the state.

Sincerely,

A handwritten signature in black ink, appearing to read "John A. Ritchie". The signature is fluid and cursive, with a large initial "J" and "R".

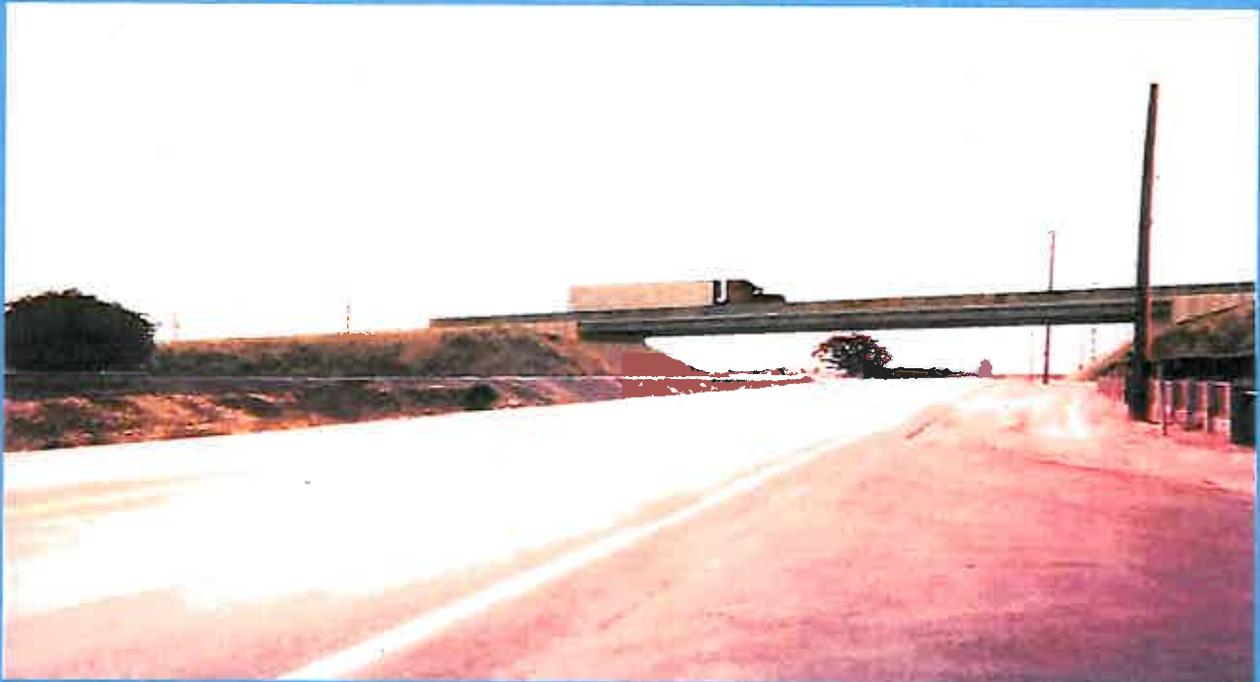
John A. Ritchie

Vice President

Cc: County of Kern, Roads Department

# **Section 2**

## **Project Fact Sheet, Narrative & Programming Request Form**



**PROPOSITION 1B HIGHWAY-RAILROAD CROSSING  
7<sup>TH</sup> STANDARD ROAD BNSF GRADE SEPARATION @ SANTA FE WAY  
FACT SHEET**

• **Project Scope**

The BNSF grade separation at 7<sup>th</sup> Standard Road and Santa Fe Way is an integral part of the larger project to expand the corridor that connects State Route 99 to Interstate 5. This project is needed to accommodate increased traffic along 7<sup>th</sup> Standard Road and eliminate existing and future safety and operation problems. Completion of this project will be done in four phases.

\* The BNSF grade separation @ Santa Fe Way is on the PUC's Grade Separation Priority List.

• **Useful Life**

The useful life of this grade separation will be 50+ years.

• **Funding Plan**

Total project cost (detailed estimated attached)	\$28,852,989
Less design and environmental (funds expended prior to the adoption of the HCRSA program)	- 4,000,000
Section 190 Funds (Separation of Grade)	<u>- 5,000,000</u>
Subtotal	\$19,852,989
BNSF Railroad Agreement (Matching Funds)	\$ 1,337,550 (Secured)
Demo Funds (Matching Funds)	\$ 1,500,000 (Secured)
County Bond (Matching Funds)	\$ 7,088,944 (Secured)
Prop 1B Highway-Railroad Crossing Safety	\$ <b>9,926,495</b> (Pending Approval)

• **Delivery Milestones**

Begin Environmental Phase	May 2002	End Right of Way Phase	Sept 2008
End Environmental Phase	May 2006	Begin Construction Phase	April 2009
Begin Design Phase	Nov 2006	End Construction Phase	April 2011
End Design Phase	June 2008	Begin Closeout Phase	April 2011
Begin Right of Way Phase	Nov 2006	End Closeout Phase	July 2011

• **Major Project Benefits**

**Goods Movement System Benefits:** By providing this improved corridor from SR99 to I-5, truck traffic will have a direct connection. Truck traffic will then be redirected from the Bakersfield Metro area.

**Transportation Corridor:** By modifying this facility, (Phases I-IV) future traffic will be accommodated at a level of service of C or better through the year 2030.

**Economic/Job Growth:** Thousands of jobs will be created as a result of an inland port proposed by the City of Shafter. 7<sup>th</sup> Standard Road is an integral part of this area. The interchange modification at SR99 and **grade separations at the UPRR and BNSF** along with widening and signalization are critical factors to this area as a whole.

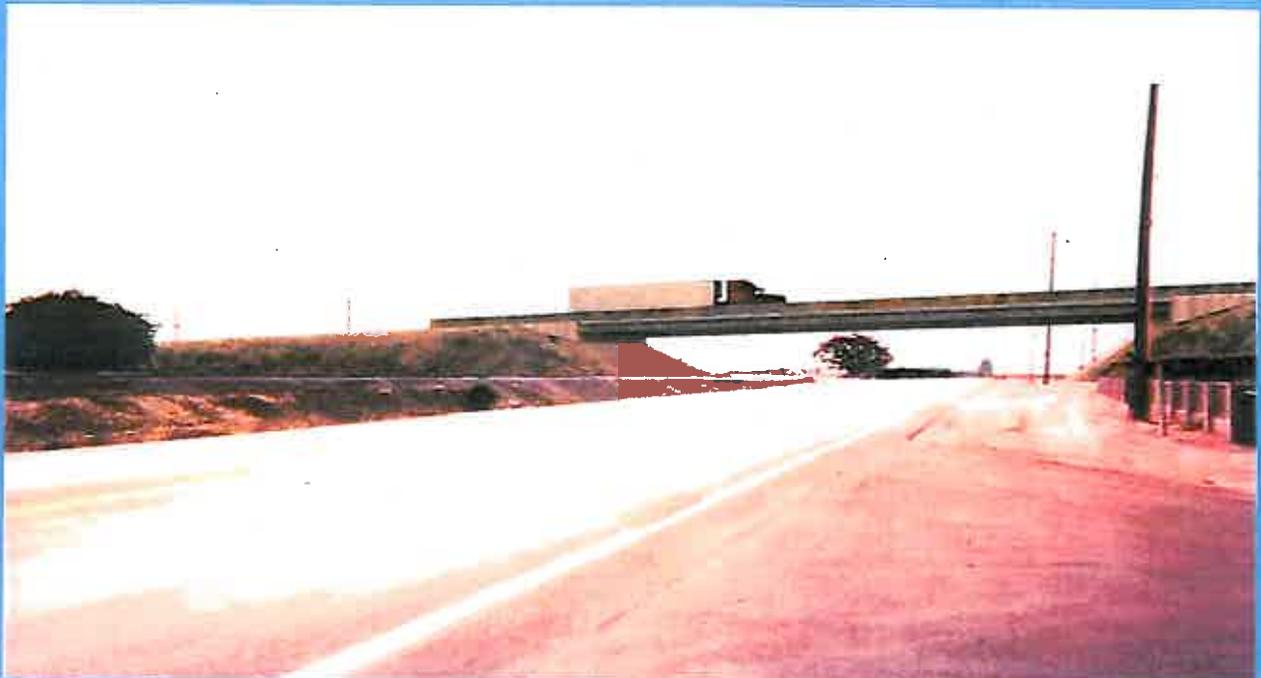
**Multi-modal Strategy:** In conjunction with the City of Shafter, the 7<sup>th</sup> Standard Road improvements will provide a complete facility to provide access to SR99 and I-5 as well as access to the Shafter Intermodal Rail Facility.

• **Project Location Map**

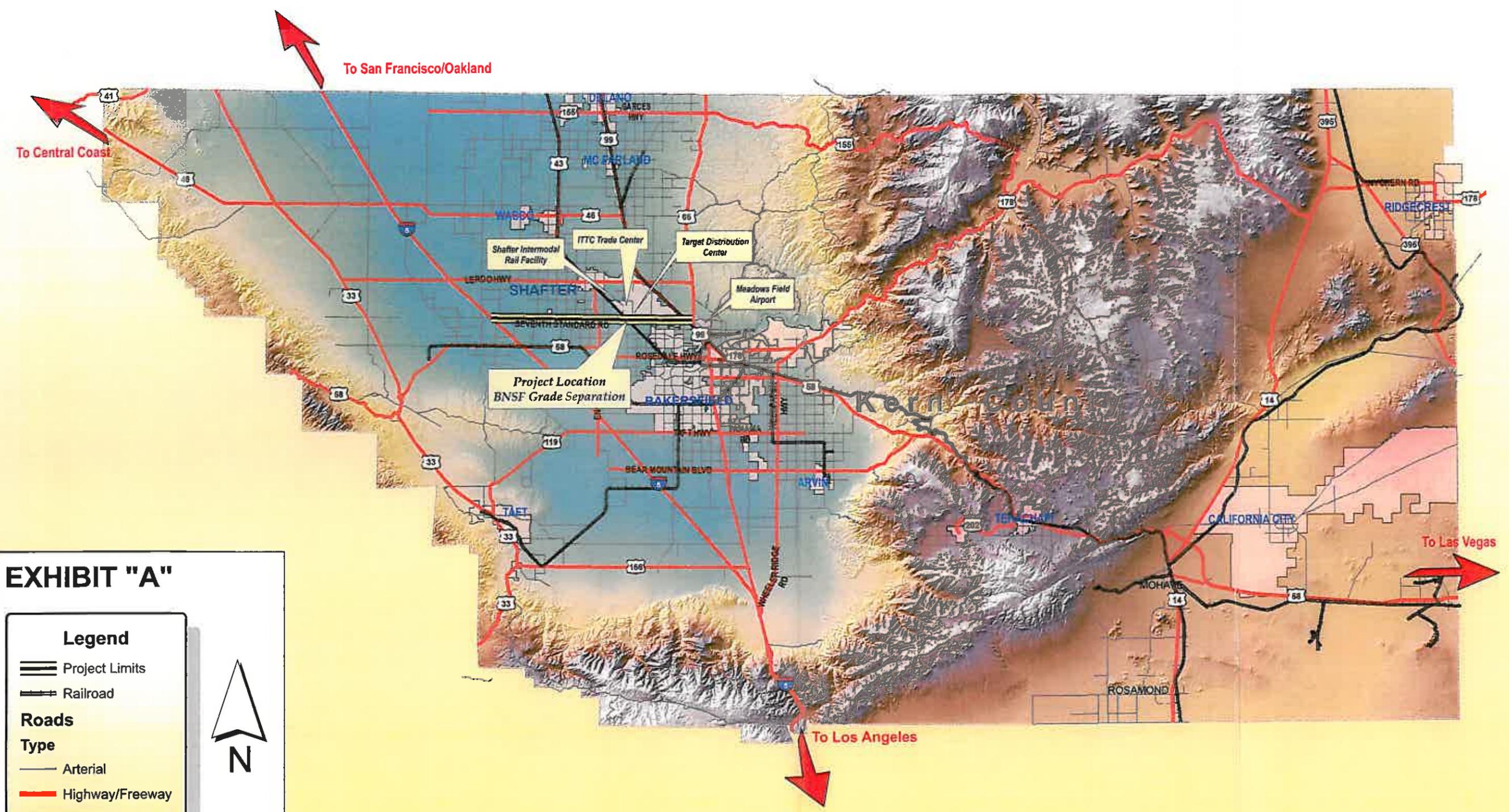
See Exhibit A

# Section 3

## Exhibits



# Highway-Railroad Crossing Safety Account (HRCSA) Prop 1B Seventh Standard Road Expansion - Regional Location



**EXHIBIT "A"**

**Legend**

- Project Limits
- Railroad

**Roads**

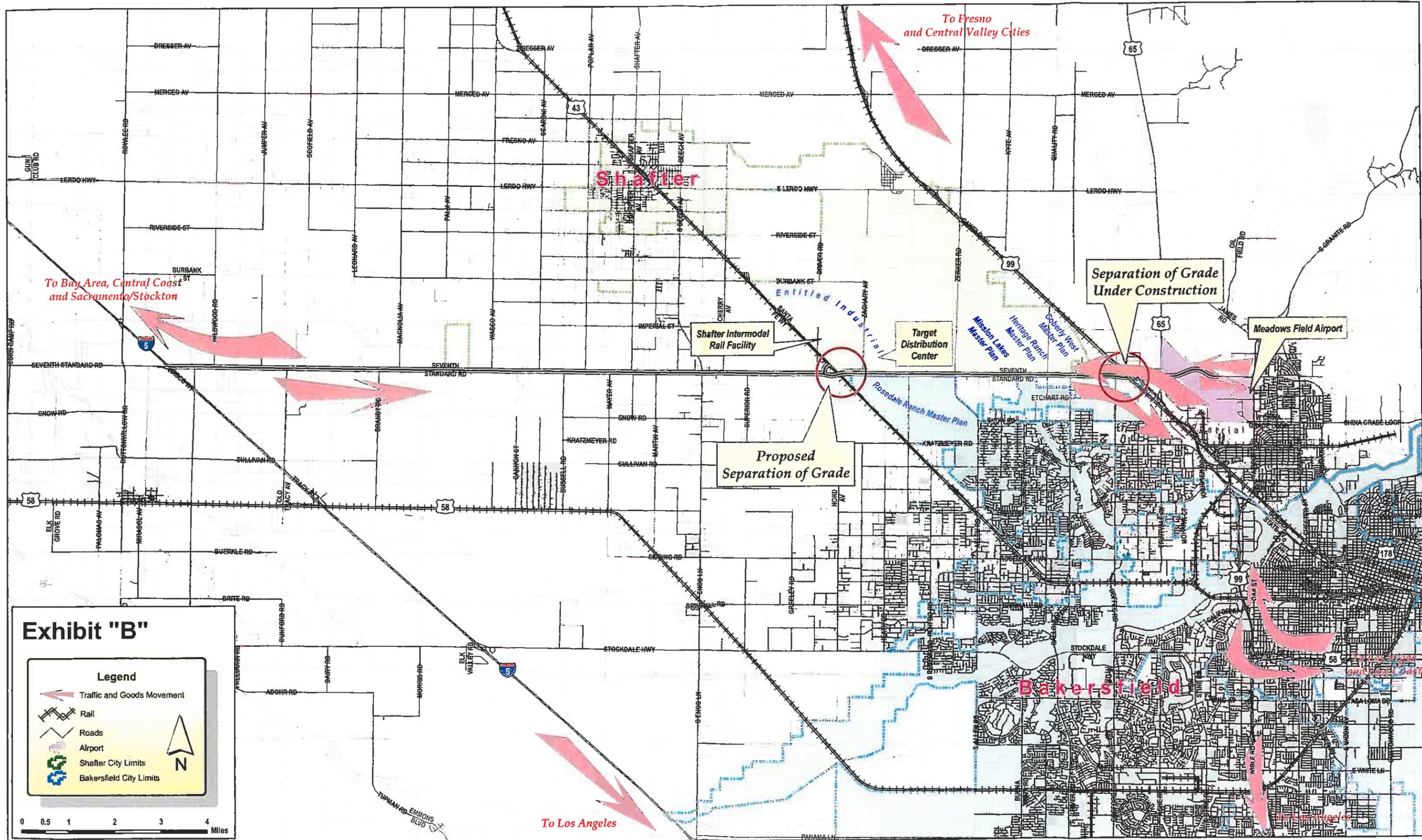
**Type**

- Arterial
- Highway/Freeway

**N**

0 5 10 20 Miles

# Highway-Railroad Crossing Safety Account (HRCSA) Prop 1B Seventh Standard Road Expansion - Traffic & Goods Movement



## Exhibit "B"

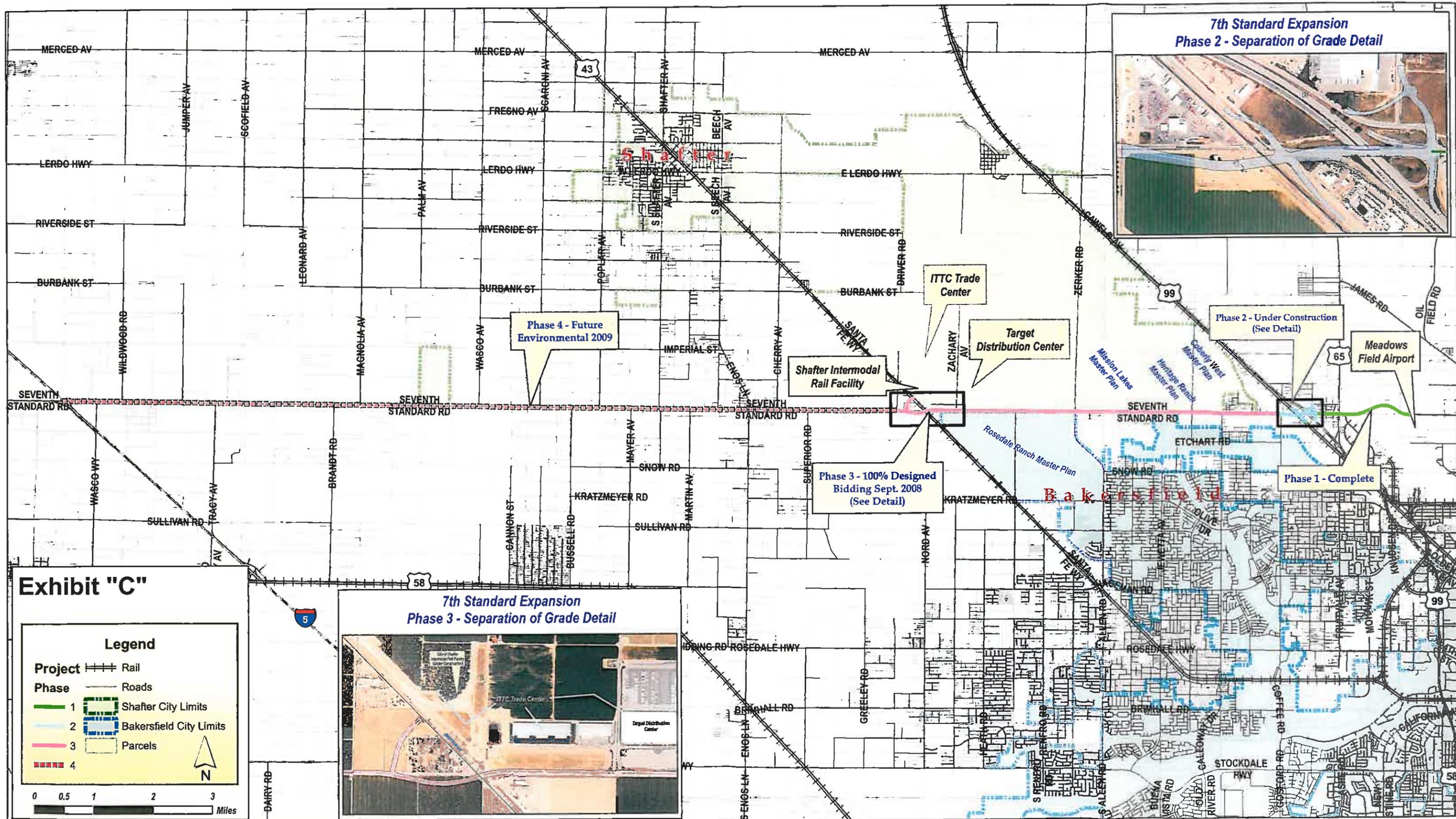
**Legend**

- Traffic and Goods Movement
- Rail
- Roads
- Airport
- Shafter City Limits
- Bakersfield City Limits

N

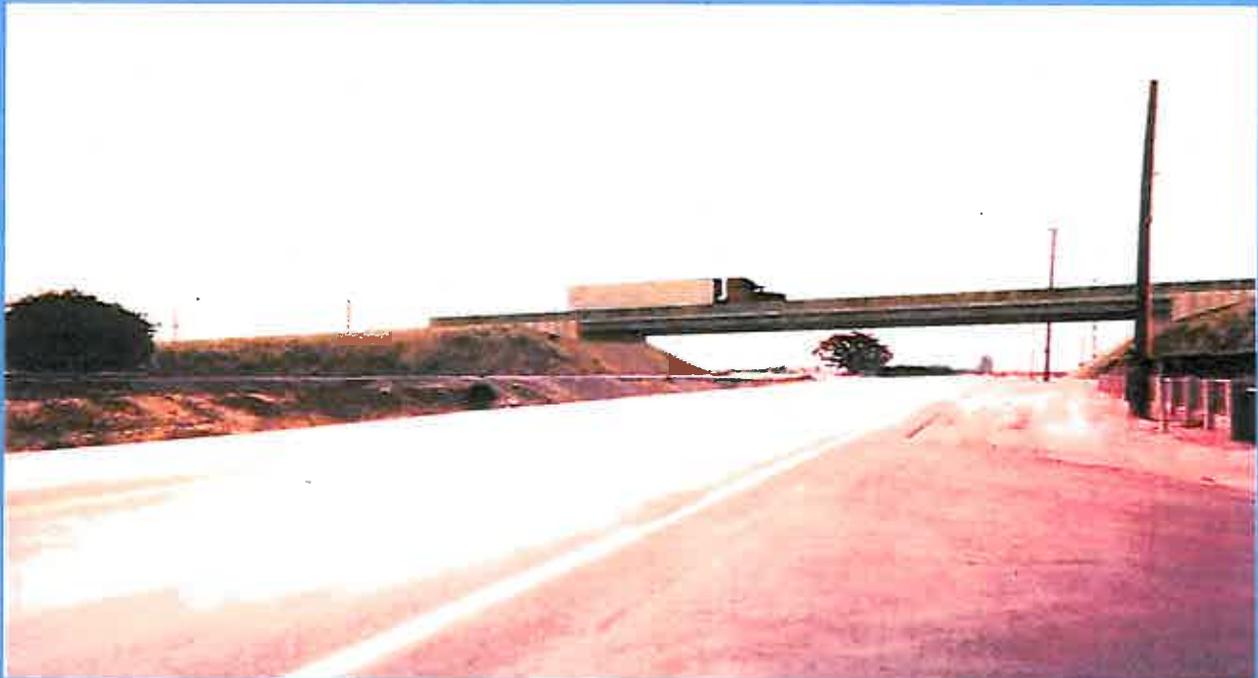


# Highway-Railroad Crossing Safety Account (HRCSA) Prop 1B Seventh Standard Road Expansion Project - Phasing



# Section 4

## **Kern County Board Action, BNSF Railroad Agreement, & FHWA Environmental Clearance**



**BEFORE THE BOARD OF SUPERVISORS**  
**COUNTY OF KERN, STATE OF CALIFORNIA**

In the matter of:

Resolution No. 2008-161

Resolution No. \_\_\_\_\_

**RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF KERN REGARDING ITS INTENTION  
TO ISSUE TAX-EXEMPT OBLIGATIONS**

I, KATHLEEN KRAUSE, Clerk of the Board of Supervisors of the County of Kern, State of California, hereby certify that the following resolution, on motion of Supervisor Maben, seconded by Supervisor Watson, was duly and regularly adopted by the Board of Supervisors of the County of Kern at an official meeting thereof on the 6th day of May, 2008, by the following vote and that a copy of the resolution has been delivered to the Chairman of the Board of Supervisors.

AYES: Maben, Maggard, Watson, Rubio

NOES: None

ABSENT: McQuiston

KATHLEEN KRAUSE  
Clerk of the Board of Supervisors  
County of Kern, State of California

  
Deputy Clerk



---

**RESOLUTION**

Section 1. WHEREAS:

(a) The Board of Supervisors of the County of Kern (the "County") desires to finance the costs of acquiring certain public facilities and improvements, as provided in Exhibit A attached hereto and incorporated herein (the "Project"); and

(b) The County intends to finance the acquisition of the Project or portions of the Project with the proceeds of the sale of obligations the interest upon which is excluded from gross income for federal income tax purposes (the "Obligations"); and

(c) Prior to the issuance of the Obligations the County desires to incur certain expenditures with respect to the Project from available monies of the County which expenditures are desired to be reimbursed by the County from a portion of the proceeds of the sale of the Obligations;

Section 2. NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Kern, State of California, as follows:

1. The County hereby states its intention and reasonably expects to reimburse Project costs incurred prior to the issuance of the Obligations with proceeds of the Obligations. Exhibit A describes either the general character, type, purpose, and function of the Project, or the fund or account from which Project costs are to be paid and the general functional purpose of the fund or account.
2. The reasonably expected maximum principal amount of the Obligations is \$100,000,000.
3. This resolution is being adopted on or prior to the date (the "Expenditures Date or Dates") that the County will expend monies for the portion of the Project costs to be reimbursed from proceeds of the Obligations.
4. Except as described below, the expected date of issue of the Obligations will be within eighteen months of the later of the Expenditure Date or Dates and the date the Project is placed in service; provided, the reimbursement may not be made more than three years after the original expenditure is paid. For Obligations subject to the small issuer exception of Section 148(f)(4)(D) of the Internal Revenue Code, the "eighteen-month limit" of the previous sentence is changed to "three years" and the limitation of the previous sentence beginning with "; provided, . . . ." is not applicable.
5. Proceeds of the Obligations to be used to reimburse for Project costs are not expected to be used, within one year of reimbursement, directly or indirectly to pay debt service with respect to any obligation (other than to pay current debt service coming due within the next succeeding one year period on any tax-exempt obligation of the County (other than the Obligations)) or to be held as a reasonably required reserve or replacement fund with respect to an obligation of the County or any entity related in any manner to the County, or to reimburse any expenditure that was originally paid with the proceeds of any obligation, or to replace funds that are or will be used in such manner.
6. This Resolution is consistent with the budgetary and financial circumstances of the County, as of the date hereof. No monies from sources other than the Obligation issue are, or are reasonably expected to be reserved, allocated on a long-term basis, or otherwise set aside by the County (or any related party) pursuant to their budget or financial policies with respect to the Project costs. To the best of our knowledge, this Board is not aware of the previous adoption of official intents by the County that have been made as a matter of course for the purpose of reimbursing expenditures and for which tax-exempt obligations have not been issued.
7. The limitations described in Section 3 and Section 4 do not apply to (a) costs of issuance of the Obligations, (b) an amount not in excess of the lesser of \$100,000 or five percent (5%) of the proceeds of

the Obligations, or (c) any preliminary expenditures, such as architectural, engineering, surveying, soil testing, and similar costs other than land acquisition, site preparation, and similar costs incident to commencement of construction, not in excess of twenty percent (20%) of the aggregate issue price of the Obligations that finances the Project for which the preliminary expenditures were incurred.

8. This resolution is adopted as official action of the County in order to comply with Treasury Regulation § 1.150-2 and any other regulations of the Internal Revenue Service relating to the qualification for reimbursement of County expenditures incurred prior to the date of issue of the Obligations, is part of the Board's official proceedings, and will be available for inspection by the general public at the main administrative office of the County.

9. All the recitals in this Resolution are true and correct and this Board so finds, determines and represents.

10. The Clerk of this Board shall provide a copy of this Resolution to each of the following:

County Administrative Office  
County Counsel

SDS:gm  
#163787  
08.1020

COPIES FURNISHED:
<i>See Above</i>
<i>5-7-08 Jpl</i>

## EXHIBIT A

### DESCRIPTION OF PROJECTS

The 7<sup>th</sup> Standard Road Corridor will be widened from Santa Fe Way to Coffee Road.

The local transportation projects include reconstructions, road widening, extensions, and curbs, gutters and sidewalks and are to be completed in three phases.

Fire Station 65 will replace an existing fire station that must be relocated due to a scheduled road widening joint project between CalTRANS and the City of Bakersfield. The fire station will be a single story, two-company fire station with three Engine House bays.

The Pine Mountain Fire Station will be single story three-person station with three Engine House bays capable of supporting an additional fire fighter and equipment during the peak fire fighting season.

The Information Technology Services facility will be a single story facility supporting a staff of approximately sixty-five County workers with support space for all of the County's primary servers, and close proximity to the County's Emergency Operations currently under construction.

BudFisReimbursementReso08a

**FEDERAL HIGHWAY ADMINISTRATION  
FINDING OF NO SIGNIFICANT IMPACT  
FOR  
7<sup>th</sup> Standard Road Widening  
City of Shafter, Kern County, California**

This project proposes to widen 7<sup>th</sup> Standard Road to four lanes from Coffee Rd. to Santa Fe Way. In the City of Shafter, Kern County, California.

The Federal Highway Administration (FHWA) has determined that this project will not have any significant impact on the human environment. This finding of no significant impact is based on the attached Environmental Assessment, which has been independently evaluated by the FHWA and determined to adequately and accurately discuss the environmental issues and impacts of the proposed project. It provides sufficient evidence and analysis for determining that an environmental impact statement is not required. The FHWA takes full responsibility for the accuracy, scope, and content of the environmental assessment.

05/19/06

DATE

  
For  
Gene K. Fong  
Division Administrator  
Federal Highway Administration

**OVERPASS AGREEMENT**

**LAW DEPARTMENT APPROVED**

BNSF File No. 028381X  
7<sup>th</sup> Standard Road Overpass  
U.S. D.O.T. No. 028381X

This Agreement ("**Agreement**"), is executed to be effective as of this 25<sup>th</sup> day of March, 2008 ("**Effective Date**"), by and between BNSF RAILWAY COMPANY, a Delaware corporation ("**BNSF**"), and the COUNTY OF KERN, a political subdivision of the State of California ("**COUNTY**"), and the CITY OF SHAFTER, a political subdivision of the State of California ("**CITY**").

**RECITALS:**

WHEREAS, BNSF owns and operates a line of railroad in and through the County of Kern, City of Shafter, State of California;

WHEREAS, COUNTY AND CITY desires to improve the existing 7<sup>th</sup> Standard Road at-grade crossing by constructing a new crossing at separated grades to be known as the 7<sup>th</sup> Standard Road Overpass and designated as 7<sup>th</sup> Standard Road Overpass, D.O.T. No. 028381X; and

WHEREAS, the existing 7<sup>th</sup> Standard Road at-grade crossing will be closed and removed upon completion of construction and the placing in service of said overpass;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE I – SCOPE OF WORK**

1. The term "**Project**" as used herein includes any and all work related to the construction of the proposed 7<sup>th</sup> Standard Road Overpass (hereinafter referred to as the "**Structure**"), more particularly described on the Exhibit A attached hereto and incorporated herein, including, but not limited to, any and all changes to telephone, telegraph, signal and electrical lines and appurtenances, temporary and permanent track work, fencing, grading, alterations to or new construction of drainage facilities, preliminary and construction engineering and contract preparation. Additionally, temporary controls during construction must be in compliance with Section 8A-5, "Traffic Controls during Construction and Maintenance" of the Uniform Traffic Control Devices Manual, U.S. Department of Transportation.

**ARTICLE II – BNSF OBLIGATIONS**

In consideration of the covenants of COUNTY AND CITY set forth herein and the faithful performance thereof, BNSF agrees as follows:

1. In consideration of the faithful performance of the COUNTY AND CITY covenants contained herein, BNSF hereby grants to COUNTY AND CITY, its successors and assigns, upon and subject to the terms and conditions set forth in this Agreement, a temporary non-exclusive license (hereinafter called, "Temporary Construction License") to construct the Structure across or upon the portion of BNSF's right-of-way described further on Exhibit A1 of the Easement Agreement, excepting and reserving BNSF's rights, and the rights of any others who have obtained, or may obtain, permission or authority from BNSF, to do the following:

- (a) Operate, maintain, renew and/or relocate any and all existing railroad track or tracks, wires, pipelines and other facilities of like character upon, over or under the surface of said right-of-way;
- (b) Construct, operate, maintain, renew and/or relocate upon said right-of-way, without limitation, such facilities as the BNSF may from time to time deem appropriate, provided such facilities do not materially interfere with the CITY's use of the Structure;
- (c) Otherwise use or operate the right-of-way as BNSF may from time to time deem appropriate, provided such use or operations does not materially interfere with the CITY's use of the Structure.

Prior to commencing any work on BNSF's property or right-of-way, COUNTY must pay BNSF the sum of **Fifteen Thousand and No/100 Dollars (\$15,000.00)** as compensation for the Temporary Construction License. The term of the Temporary Construction License begins on the Effective Date and ends on the earlier of (i) substantial completion of the Structure, or (ii) thirty six (36) months following the Effective Date. The Temporary Construction License and related rights given by BNSF to COUNTY AND CITY in this provision are without warranty of title of any kind, express or implied, and no covenant of warranty of title will be implied from the use of any word or words herein contained. The Temporary Construction License is for construction of the Structure only and shall not be used by COUNTY AND CITY for any other purpose. COUNTY AND CITY acknowledges and agrees that COUNTY AND CITY shall not have the right, under the Temporary Construction License, to use the Structure. In the event COUNTY AND CITY is evicted by anyone owning, or claiming title to or any interest in said right-of-way, BNSF will not be liable to COUNTY AND CITY for any damages, losses or any expenses of any nature whatsoever. The granting of similar rights to others, subsequent to the date of this Agreement, will not impair or interfere with the rights granted to COUNTY AND CITY herein.

Upon receiving the payment from COUNTY described in the subsequent sentence and provided COUNTY AND CITY are in compliance with the terms and conditions of this Agreement, BNSF will grant to COUNTY AND CITY, its successors and assigns, an easement (hereinafter called, the "Easement") to enter upon and use that portion of BNSF's right-of-way as is necessary to use and maintain the Structure, substantially in the form of Exhibit B attached to this Agreement. COUNTY must pay BNSF the sum of **Thirty Two Thousand and No/100 Dollars (\$32,000.00)** as compensation for the Easement within thirty (30) days of issuing a Notice to Proceed pursuant to Article III, Section 16 of this Agreement. If COUNTY fails to pay BNSF within the thirty day time period set forth in the preceding sentence, BNSF may stop construction of the Project until full payment is received by BNSF.

2. BNSF will furnish all labor, materials, tools, and equipment for railroad work required for the construction of the Project, such railroad work and the estimated cost thereof being as shown on Exhibit D attached hereto and made a part hereof. In the event construction on the Project has not commenced within six (6) months following the Effective Date, BNSF may, in its sole and absolute discretion, revise the cost estimates set forth in said Exhibit D. In such event, the revised cost estimates will become a part of this Agreement as though originally set forth herein. Any item of work incidental to the items listed on Exhibit D not specifically mentioned therein may be included as a part of this Agreement upon written approval of COUNTY AND CITY, which approval will not be unreasonably withheld. Construction of the Project must include the following railroad work by BNSF:

- (a) Procurement of materials, equipment and supplies necessary for the railroad work;
- (b) Preliminary engineering, design, and contract preparation;
- (c) Furnishing of flagging services necessary for the safety of BNSF's property and the operation of its trains during construction of the Project as set forth in further detail on Exhibit C, attached to this Agreement and made a part hereof;
- (d) Furnishing engineering and inspection as required in connection with the construction of the Project;

- (e) Perform alteration of the crossing signal protection and crossing gate at the existing at-grade crossing or temporary detouring of public traffic to use the existing at-grade crossing during construction of the southerly ½ of the overhead structure.
- (f) Relocate existing Railroad overhead communications lines.
- (g) Removal of the existing 7th Standard Road at-grade crossing, including removal of the automatic warning devices, and obliteration of the crossing between the rails and two feet outside thereof;
- (h) Providing a contract project coordinator, at COUNTY's expense, to serve as a project manager for the Project; and

3. BNSF will do all railroad work set forth in Article II, Section 2 above on an actual cost basis, when BNSF, in its sole discretion, determines it is required by its labor agreements to perform such work with its own employees working under applicable collective bargaining agreements.

4. COUNTY agrees to reimburse BNSF for work of an emergency nature caused by COUNTY or COUNTY'S contractor in connection with the Project which BNSF deems is reasonably necessary for the immediate restoration of railroad operations, or for the protection of persons or BNSF property. Such work may be performed by BNSF without prior approval of COUNTY and COUNTY agrees to fully reimburse BNSF for all such emergency work.

5. BNSF may charge COUNTY for insurance expenses, including self-insurance expenses, when such expenses cover the cost of Employer's Liability (including, without limitation, liability under the Federal Employer's Liability Act) in connection with the construction of the Project. Such charges will be considered part of the actual cost of the Project, regardless of the nature or amount of ultimate liability for injury, loss or death to BNSF's employees, if any.

6. During the construction of the Project, BNSF will send COUNTY progressive invoices detailing the costs of the railroad work performed by BNSF under this Agreement. COUNTY must reimburse BNSF for completed force-account work within thirty (30) days of the date of the invoice for such work. Upon completion of the Project, BNSF will send COUNTY a detailed invoice of final costs, segregated as to labor and materials for each item in the recapitulation shown on Exhibit D. Pursuant to this section and Article IV, Section 7 herein, COUNTY must pay the final invoice within ninety (90) days of the date of the final invoice. BNSF will assess a finance charge of .033% per day (12% per annum) on any unpaid sums or other charges due under this Agreement which are past its credit terms. The finance charge continues to accrue daily until the date payment is received by BNSF, not the date payment is made or the date postmarked on the payment. Finance charges will be assessed on delinquent sums and other charges as of the end of the month and will be reduced by amounts in dispute and any unposted payments received by the month's end. Finance charges will be noted on invoices sent to COUNTY under this section. For purposes of computing the time limits prescribed by Section 911.2 of the California Government Code for the presentment of a claim against the COUNTY the cause of action for failure to reimburse BNSF for the costs of the Railroad work performed by it pursuant to this Agreement shall be deemed to have accrued one hundred and eighty (180) days of the date of the final invoice.

### **ARTICLE III – COUNTY OBLIGATIONS**

In consideration of the covenants of BNSF set forth herein and the faithful performance thereof, COUNTY agrees as follows:

1. COUNTY must furnish to BNSF plans and specifications for the Project. Said plans together with copy of calculations, and copy of specifications in **English Units**, must be submitted electronically in "PDF" format, to BNSF for approval prior to commencement of any construction. BNSF will give COUNTY final written approval of the plans and specifications substantially in the form of Exhibit E, attached to this Agreement and made a part hereof. Upon BNSF's final written approval of the plans and

specifications, said plans and specifications will become part of this Agreement and are hereby incorporated herein. Any approval of the plans and specifications by BNSF shall in no way obligate BNSF in any manner with respect to the finished product design and/or construction. Any approval by BNSF shall mean only that the plans and specifications meet the subjective standards of BNSF, and such approval by BNSF shall not be deemed to mean that the plans and specifications or construction is structurally sound and appropriate or that such plans and specifications meet applicable regulations, laws, statutes or local ordinances and/or building codes.

2. COUNTY must make any required application and obtain all required permits and approvals for the construction of the Project.
3. COUNTY must provide for and maintain minimum vertical and horizontal clearances, as required and approved by BNSF as part of the plans and specifications for the Project.
4. COUNTY must acquire all rights of way necessary for the construction of the Project.
5. COUNTY must make any and all arrangements for the installation or relocation of wire lines, pipe lines and other facilities owned by private persons, companies, corporations, political subdivisions or public utilities other than BNSF which may be necessary for the construction of the Project.
6. COUNTY must construct the Project as shown on the attached Exhibit A and do all work ("COUNTY's Work") provided for in the plans and specifications for the Project, except railroad work that will be performed by BNSF hereunder. COUNTY must furnish all labor, materials, tools and equipment for the performance of COUNTY's Work. The principal elements of COUNTY's Work are as follows:
  - (a) Preliminary and final Engineering
  - (b) Design and the Construction of the Structure;
  - (c) All necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on BNSF's right-of-way;
  - (d) Provide suitable drainage, both temporary and permanent;
  - (e) Job site cleanup including removal of all construction materials, concrete debris, surplus soil, refuse, contaminated soils, asphalt debris, litter and other waste materials to the satisfaction of BNSF and;
  - (f) Removal and obliteration of those portions of the existing 7<sup>th</sup> Standard Road at-grade crossing (D.O.T. 02838X) from a line measured two feet outside the rails to the BNSF's property lines.
7. COUNTY must apply and maintain said D.O.T. Crossing number 028381X and Commissions Crossing Number 2-899.5A in a conspicuous location on the Structure.
8. COUNTY's Work must be performed by COUNTY or COUNTY's contractor in a manner that will not endanger or interfere with the safe and timely operations of BNSF and its facilities.
9. In order to prevent damage to BNSF trains and property, COUNTY must require its contractor(s) to notify BNSF's Roadmaster at least thirty (30) calendar days prior to requesting a BNSF flagman in accordance with the requirements of Exhibit C attached hereto. Additionally, COUNTY must require its contractor(s) to notify BNSF's Manager of Public Projects thirty (30) calendar days prior to commencing work on BNSF property or near BNSF tracks.

10. COUNTY or its contractor(s) must submit copy of any plans, electronically in "PDF" format, (including calculations in **English Units**) for proposed shoring, falsework or cribbing to be used over, under, or adjacent to BNSF's tracks to BNSF's Manager of Public Projects for approval. The shoring, falsework or cribbing used by COUNTY's contractor shall comply with the BNSF Bridge Requirements set forth on Exhibit F and all applicable requirements promulgated by state and federal agencies, departments, commissions and other legislative bodies.

11. COUNTY must include the following provisions in any contract with its contractor(s) performing work on said Project:

- (a) The Contractor is placed on notice that fiber optic, communication and other cable lines and systems (collectively, the "Lines") owned by various telecommunications companies may be buried on BNSF's property or right-of-way. The locations of these Lines have been included on the plans based on information from the telecommunications companies. The contractor will be responsible for contacting BNSF's Project Engineer at telephone number 909-386-4075 and/or the telecommunications companies and notifying them of any work that may damage these Lines or facilities and/or interfere with their service. The contractor must also mark all Lines shown on the plans or marked in the field in order to verify their locations. The contractor must also use all reasonable methods when working in the BNSF right-of-way or on BNSF property to determine if any other Lines (fiber optic, cable, communication or otherwise) may exist.
- (b) Failure to mark or identify these Lines will be sufficient cause for BNSF's Representative to stop construction at no cost to the COUNTY or BNSF until these items are completed.
- (c) In addition to the liability terms contained elsewhere in this Agreement, the contractor hereby indemnifies, defends and holds harmless BNSF for, from and against all cost, liability, and expense whatsoever (including, without limitation, attorney's fees and court costs and expenses) arising out of or in any way contributed to by any act or omission of Contractor, its subcontractors, agents and/or employees that cause or in any way or degree contribute to (1) any damage to or destruction of any Lines by Contractor, and/or its subcontractors, agents and/or employees, on BNSF's property or within BNSF's right-of-way, (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on BNSF's property or within BNSF's right-of-way, and/or (3) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of such telecommunication company(ies). **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY, DEATH, CAUSE OF ACTION OR CLAIM WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF BNSF.**
- (d) The Contractor will be responsible for the rearrangement of any facilities or Lines determined to interfere with the construction. The Contractor must cooperate fully with any telecommunications company (ies) in performing such rearrangements.

12. COUNTY must incorporate in each prime contract for construction of the Project, or the specifications therefore (i) the provisions set forth in Article III, Sections 8, 9, 10, 11, and 13; (ii) the provisions set forth in Article IV, Sections 3, 4, 10 and 11; and (iii) the provisions set forth in Exhibit C and Exhibit C-I, attached hereto and by reference made a part hereof.

13. Except as otherwise provided below in this Section 13, all construction work performed hereunder by COUNTY for the Project will be pursuant to a contract or contracts to be let by COUNTY, and all such contracts must include the following:

- (a) All work performed under such contract or contracts within the limits of BNSF's right-of-way must be performed in a good and workmanlike manner in accordance with plans and specifications approved by BNSF;
- (b) Changes or modifications during construction that affect safety or BNSF operations must be subject to BNSF's approval;
- (c) No work will be commenced within BNSF's right-of-way until each of the prime contractors employed in connection with said work must have (i) executed and delivered to BNSF a letter agreement in the form of Exhibit C-1, and (ii) delivered to and secured BNSF's approval of the required insurance; and
- (d) If it is in COUNTY's best interest, COUNTY may direct that the construction of the Project be done by day labor under the direction and control of COUNTY, or if at any time, in the opinion of COUNTY, the contractor has failed to prosecute with diligence the work specified in and by the terms of said contract, COUNTY may terminate its contract with the contractor and take control over the work and proceed to complete the same by day labor or by employing another contractor(s) provided; however, that any contractor(s) replacing the original contractor(s) must comply with the obligations in favor of BNSF set forth above and, provided further, that if such construction is performed by day labor, COUNTY will, at its expense, procure and maintain on behalf of BNSF the insurance required by Exhibit C-1.
- (e) To facilitate scheduling for the Project, COUNTY shall have its contractor give BNSF's Project Engineer at telephone number 909-386-4075 eight (8) weeks advance notice of the proposed times and dates for work windows. BNSF and COUNTY's contractor will establish mutually agreeable work windows for the Project. BNSF has the right at any time to revise or change the work windows, due to train operations or service obligations. BNSF will not be responsible for any additional costs and expenses resulting from a change in work windows. Additional costs and expenses resulting from a change in work windows shall be accounted for in the contractor's expenses for the Project.
- (f) The plans and specifications for the Project must be in compliance with the Bridge Requirements set forth on Exhibit F, attached to this Agreement and incorporated herein.

14. COUNTY must advise the appropriate BNSF Manager of Public Projects, in writing, of the completion date of the Project within thirty (30) days after such completion date. Additionally, COUNTY must notify BNSF's Manager of Public Projects, in writing, of the date on which COUNTY and/or its Contractor will meet with BNSF for the purpose of making final inspection of the Project.

**15. TO THE FULLEST EXTENT PERMITTED BY LAW, COUNTY HEREBY RELEASES, INDEMNIFIES, DEFENDS AND HOLDS HARMLESS BNSF, ITS AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, THE EMPLOYEES OF THE PARTIES HERETO) OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART) (I) THE USE, OCCUPANCY OR PRESENCE OF COUNTY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (II) THE PERFORMANCE, OR FAILURE TO PERFORM BY THE COUNTY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS, ITS WORK OR ANY OBLIGATION UNDER THIS AGREEMENT, (III) THE SOLE OR CONTRIBUTING ACTS OR OMISSIONS OF COUNTY, ITS**

CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (IV) COUNTY'S BREACH OF THE TEMPORARY CONSTRUCTION LICENSE OR EASEMENT GRANTED TO COUNTY PURSUANT TO ARTICLE II OF THIS AGREEMENT, (V) ANY RIGHTS OR INTERESTS GRANTED TO COUNTY PURSUANT TO THE TEMPORARY CONSTRUCTION LICENSE OR EASEMENT DISCUSSED IN ARTICLE II OF THIS AGREEMENT, (VI) COUNTY'S OCCUPATION AND USE OF BNSF'S PROPERTY OR RIGHT-OF-WAY, INCLUDING, WITHOUT LIMITATION, SUBSEQUENT MAINTENANCE OF THE STRUCTURE BY COUNTY, OR (VII) AN ACT OR OMISSION OF COUNTY OR ITS OFFICERS, AGENTS, INVITEES, EMPLOYEES OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER.

16. COUNTY must give BNSF's Manager of Public Projects written notice to proceed ("Notice to Proceed") with the railroad work after receipt of necessary funds for the Project. BNSF will not begin the railroad work (including, without limitation, procurement of supplies, equipment or materials) until written notice to proceed is received from COUNTY.

17. COUNTY must perform all necessary work to obtain the permanent closure and vacation of 7<sup>TH</sup> Standard Road across BNSF's right-of-way and must barricade the road approaches prior to completion of the Project. BNSF will cooperate with COUNTY to achieve the closure and vacation of 7<sup>th</sup> Standard Road and will remove the crossing surface within its right-of-way.

#### **ARTICLE IV – JOINT OBLIGATIONS**

IN CONSIDERATION of the premises, the parties hereto mutually agree to the following:

1. 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 hereunder to perform the same and thereafter diligently prosecuted to conclusion in its logical order and sequence. Furthermore, any changes or modifications during construction which affect BNSF will be subject to BNSF's approval prior to the commencement of any such changes or modifications.
2. The work hereunder must be done in accordance with the Bridge Requirements set forth on Exhibit F and the detailed plans and specifications approved by BNSF.
3. COUNTY must require its contractor(s) to reasonably adhere to the Project's construction schedule for all Project work. The parties hereto mutually agree that BNSF's failure to complete the railroad work in accordance with the construction schedule being prevented by inclement weather or unforeseen railroad emergencies, including but not limited to derailments, out of service trackage, train delays will not constitute a breach of this Agreement by BNSF and will not subject BNSF to any liability. Regardless of the requirements of the construction schedule, BNSF reserves the right to reallocate the labor forces assigned to complete the railroad work in the event of an emergency to provide for the immediate restoration of railroad operations (BNSF or its related railroads) or to protect persons or property on or near any BNSF owned property. BNSF will not be liable for any additional costs or expenses resulting from any such reallocation of its labor forces. The parties mutually agree that any reallocation of labor forces by BNSF pursuant to this provision and any direct or indirect consequences or costs resulting from any such reallocation will not constitute a breach of this Agreement by BNSF.
4. BNSF will have the right to stop construction work on the Project if any of the following events take place: (i) COUNTY (or any of its contractors) performs the Project work in a manner contrary to the plans and specifications approved by BNSF; (ii) COUNTY (or any of its contractors), in BNSF's opinion, prosecutes the Project work in a manner which is hazardous to BNSF property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) COUNTY fails to pay BNSF for the Temporary Construction License or the Easement pursuant to Article II, Section 1 of this Agreement. The work stoppage will continue until all necessary actions are taken by COUNTY or its contractor to rectify the situation to the satisfaction of BNSF's Division Engineer or until additional insurance has been delivered

to and accepted by BNSF. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, BNSF may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of BNSF. BNSF's right to stop the work is in addition to any other rights BNSF may have including, but not limited to, actions or suits for damages or lost profits. In the event that BNSF desires to stop construction work on the Project, BNSF agrees to immediately notify the following individual in writing:

County of Kern Roads Department  
Mr. Craig, M. Pope, P.E., Director  
2700 M Street, Suite 400  
Bakersfield CA 93301  
(661) 862-8850

City of Shafter  
John D. Guinn, City Manager  
336 Pacific Avenue  
Shafter, Ca 93263

5. COUNTY must supervise and inspect the operations of all COUNTY contractors to assure compliance with the plans and specifications approved by BNSF, the terms of this Agreement and all safety requirements of the BNSF railroad. If BNSF determines that proper supervision and inspection is not being performed by COUNTY personnel at any time during construction of the Project, BNSF has the right to stop construction (within or adjacent to its operating right-of-way). Construction of the Project will not proceed until COUNTY corrects the situation to BNSF's reasonable satisfaction. If BNSF feels the situation is not being corrected in an expeditious manner, BNSF will immediately notify Mr. Craig M. Pope at 661-862-8850 for appropriate corrective action.

6. The Project funding is contemplated to come from local, state and federal sources. The BNSF will be required to contribute to the cost of the construction of the Project, pursuant to Section 1202.5. [Grade separation expenses; allocation between railroads and public agencies; standards; "public agency" defined] of the California Public Utilities Code, subsections (b) and (g). The Project's cost for the purpose of determining cost apportionment is estimated to be **\$28,852,989.00**, hereinafter referred to as the "**Estimated Cost**" as shown on Exhibit G attached hereto and made a part hereof.

7. BNSF's share of the **Estimated Cost**, herein after referred to as "BNSF's Share", shall be an amount of **\$1,337,550.00**. This amount shall constitute BNSF's contribution pursuant to applicable law towards Project costs, including Project construction costs. BNSF's Share has been determined to be 5% of the calculated amount of the Project that is apportioned to BNSF being **92.7%** of the Estimated Cost in the amount of **\$26,750,993.00**. BNSF's Share will be based on the final costs for preliminary engineering, right-of-way and construction within the following limits as defined by Title 23-HIGHWAYS, CHAPTER 1-FEDERAL HIGHWAY ADMINISTRATION, DEPARTMENT OF TRANSPORTATION, Part 646, RAILROADS, Section 646.210 ( C ) ( 1 ) and ( C ) ( 2 ) ;

- (a) Where a grade crossing is eliminated by grade separation, the structure and approaches required to transition to a theoretical highway profile which would have been constructed if there were no railroad present, for the number of lanes on the existing highway and in accordance with the current design standards of the appropriate state highway agency; and
- (b) Where another facility, such as a highway or waterway, requiring a bridge structure is located within the limits of a grade separation project, the estimated cost of a theoretical structure and approaches as described in 23 CFR 646.210(c)(1) to eliminate the railroad-highway grade crossing without considering the presence of the waterway or other highway.

8. The BNSF will make payment in full of BNSF's Share upon receipt of a detailed invoice of the Project's final costs, together with written evidence of the project's date of completion as provided for hereinabove in Article III , Section 14, with the date of BNSF's payment conditioned upon the COUNTY

furnishing BNSF sufficient advanced notification of the Project's completion date and a current estimate of the Project's final cost to enable BNSF to include BNSF estimated Share in a subsequent Budget Year. BNSF's cut off date for its next years Capital Budget is August 31<sup>st</sup>.

9. Pursuant to this section and Article II, Section 6 herein, COUNTY must, reimburse BNSF in full for the actual costs of all work performed by BNSF under this Agreement, less BNSF's Share as set forth in Article IV, Section 6 herein. BNSF's Share must be paid upon completion of the Project.

10. All expenses detailed in statements sent to COUNTY pursuant to Article II, Section 6 herein will comply with the terms and provisions of the Federal Aid Highway Program Manual, U.S. Department of Transportation, as amended from time to time, which manual is hereby incorporated into and made a part of this Agreement by reference. The parties mutually agree that BNSF's preliminary engineering, design, and contract preparation costs described in Article II, Section 2 herein are part of the costs of the Project even though such work may have preceded the date of this Agreement.

11. The parties mutually agree that no construction activities for the Project, nor future maintenance of the Structure once completed, will be permitted during the fourth quarter of each calendar year. Emergency work will be permitted only upon prior notification to BNSF's Network Operations Center (telephone number: 800 832-5452). The parties hereto mutually understand and agree that trains cannot be subjected to delay during this time period.

12. Subject to the restrictions imposed by Article IV, Section 9 above, the construction of the Project will not commence until COUNTY gives BNSF's Manager of Public Projects thirty (30) days prior written notice of such commencement. The commencement notice will reference BNSF's file number 028381X and D.O.T. Crossing No. 028381X and must state the time that construction activities will begin.

13. In addition to the terms and conditions set forth elsewhere in this Agreement, including, but not limited to, the terms and conditions stated in Exhibit F, BNSF and COUNTY AND CITY agree to the following terms upon completion of construction of the Project:

- (a) COUNTY will own and maintain, at its sole cost and expense, the Structure, the highway approaches, and appurtenances thereto, lighting, drainage and any access roadways to BNSF gates installed pursuant to this Agreement. BNSF may, at its option, perform maintenance on the Structure in order to avoid conflicts with train operations. BNSF will notify COUNTY prior to performing any such maintenance on the Structure. In the event such maintenance involves emergency repairs, BNSF will notify COUNTY at its earliest opportunity. COUNTY must fully reimburse BNSF for the costs of maintenance performed by BNSF pursuant to this subsection (b).
- (b) COUNTY must, at COUNTY's sole cost and expense, keep the Structure painted and free from graffiti.
- (c) COUNTY must provide BNSF with any and all necessary permits and maintain roadway traffic controls, at no cost to BNSF, whenever requested by BNSF to allow BNSF to inspect the Structure or to make emergency repairs thereto.
- (d) It is expressly understood by COUNTY and BNSF that any right to install utilities will be governed by a separate permit or license agreement between the parties hereto.
- (e) COUNTY must keep the Structure and surrounding areas clean and free from birds, pigeons, scavengers, vermin, creatures and other animals.
- (f) If COUNTY (including its contractors and agents) or BNSF, on behalf of COUNTY, performs (i) alterations or modifications to the Structure, or (ii) any maintenance or other work on the Structure with heavy tools, equipment or machinery at ground surface level horizontally within 25'-0" of the centerline of the nearest track, or (iii) any maintenance or other work outside the horizontal limits of the deck of the Structure vertically above the

top of the rail, then COUNTY or its contractors and/or agents must procure and maintain the following insurance coverage:

Railroad Protective Liability insurance naming only the **Railroad** as the Insured with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 10 93 and include the following:

- ◆ Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
- ◆ Endorsed to include the Limited Seepage and Pollution Endorsement.
- ◆ Endorsed to remove any exclusion for punitive damages.
- ◆ No other endorsements restricting coverage may be added.
- ◆ The original policy must be provided to the **Railroad** prior to performing any work or services under this Agreement

As used in this paragraph, "**Railroad**" means "Burlington Northern Santa Fe Corporation", "BNSF RAILWAY COMPANY" and the subsidiaries, successors, assigns and affiliates of each.

In lieu of providing a Railroad Protective Liability Policy, COUNTY may participate in BNSF's Blanket Railroad Protective Liability Insurance Policy if available to COUNTY or its contractors. The limits of coverage are the same as above.

14. COUNTY hereby grants to BNSF, at no cost or expense to BNSF, a permanent right of access from COUNTY property to BNSF tracks for maintenance purposes.

15. COUNTY must provide one set of as built plans, electronically in "PDF" format, (prepared in **English Units**) to BNSF, as well as one set of computer diskettes containing as built CAD drawings of the Structure and identifying the software used for the CAD drawings. The "as built plans" must comply with the Bridge Requirements set forth on Exhibit F and depict all information in BNSF engineering stationing and mile post pluses. The "as built plans" must also include plan and profile, structural bridge drawings and specifications, and drainage plans. All improvements and facilities must be shown.

16. Subject to the restrictions imposed by Article IV, Section 9 above, COUNTY must notify and obtain prior authorization from BNSF's Manager of Public Projects before entering BNSF's right-of-way for maintenance purposes. If the construction work hereunder is contracted, COUNTY must require its prime contractor(s) to comply with the obligations set forth in Exhibit C and Exhibit C-1, as the same may be revised from time to time. COUNTY will be responsible for its contractor(s) compliance with such obligations.

17. BNSF may, at its expense, make future changes or additions to the railroad components of the Structure if necessary or desirable, in BNSF's sole discretion, including, without limitation the following: (i) the right to raise or lower the grade or change the alignment of its tracks, (ii) the right to lay additional track or tracks, or (iii) the right to build other facilities in connection with the operation of its railroad. Such changes or additions must not change or alter the highway components of the Structure. If it becomes necessary or desirable in the future to change, alter, widen or reconstruct the highway components of the Structure to accommodate railroad projects, the cost of such work, including any cost incidental to alteration of railroad or highway facilities made necessary by any such changes to the Structure, will be divided between BNSF and COUNTY in such shares as may be mutually agreed to by the parties hereto.

18. COUNTY may, at COUNTY's sole expense, alter or reconstruct the highway components of the Structure if necessary or desirable, due to traffic conditions or pedestrian or other recreational traffic, provided, however, that any such alteration or reconstruction must not encroach further upon or occupy the surface of BNSF's right-of-way to a greater extent than is contemplated by the plans and specifications to be approved by BNSF pursuant to Article III, Section 1 herein, without obtaining BNSF's

prior written consent and the execution of a supplement to this Agreement or the completion of a separate agreement.

19. Any books, papers, records and accounts of the parties hereto relating to the work hereunder or the costs or expenses for labor and material connected with the construction will at all reasonable times be open to inspection and audit by the agents and authorized representatives of the parties hereto, as well as the State of California and the Federal Highway Administration, for a period of three (3) years from the date of final BNSF Invoice under this Agreement".

20. The covenants and provisions of this Agreement are binding upon and inure to the benefit of the successors and assigns of the parties hereto. Notwithstanding the preceding sentence, neither party hereto may assign any of its rights or obligations hereunder without the prior written consent of the other party.

21. In the event construction of the Project does not commence within 3 years of the Effective Date, this Agreement will become null and void.

22. Neither termination nor expiration of this Agreement will release either party from any liability or obligation under this Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration.

23. To the maximum extent possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is prohibited by, or held to be invalid under, applicable law, such provision will be ineffective solely to the extent of such prohibition or invalidity and the remainder of the provision will be enforceable.

24. This Agreement (including exhibits and other documents, manuals, etc. incorporated herein) is the full and complete agreement between BNSF and COUNTY AND CITY with respect to the subject matter herein and supersedes any and all other prior agreements between the parties hereto.

25. Any notice provided for herein or concerning this Agreement must be in writing and will be deemed sufficiently given when sent by certified mail, return receipt requested, to the parties at the following addresses:

BNSF Railway Company:

BNSF's Manager of Public Projects  
740 East Carnegie Drive  
San Bernardino, California 92408  
FAX: 909-386-4479

County of Kern, Roads Department:

Craig M. Pope, P.E., Director  
2700 M Street, Suite 400  
Bakersfield, CA 93301  
FAX: 661-862-8851

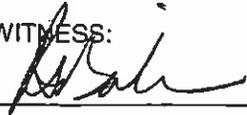
City of Shafter

City of Shafter  
John D. Guinn, City Manager  
336 Pacific Avenue  
Shafter, CA 93263

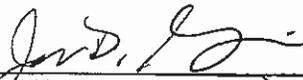
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by its duly qualified and authorized officials as of the day and year first above written.

**BNSF RAILWAY COMPANY**

By:   
Printed Name: DAVID L. FERREIRA  
Title: VP-ENGINEERING

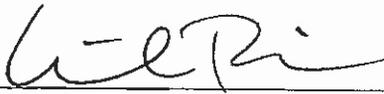
WITNESS: 

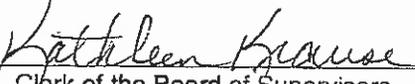
**CITY**

By:   
Printed Name: JOHN D. GUINN  
Title: CITY MANAGER

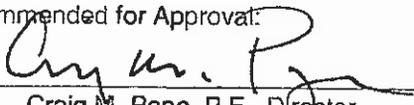
WITNESS: \_\_\_\_\_

**COUNTY:**

By:  **MAR 25 2008**  
Chairman, Board of Supervisors

Attest:  
By:   
Clerk of the Board of Supervisors

Approved as to form:  
By:   
County Counsel

Recommended for Approval:  
By:   
Craig M. Pope, P.E., Director  
Roads Department

**CERTIFICATE OF ADOPTION OF RESOLUTION  
AUTHORIZING CHAIRMAN TO SIGN INSTRUMENT**

The undersigned, Clerk of the Board of Supervisors of the County of Kern, hereby certifies that the following resolution was adopted by said Board of Supervisors at a regular meeting duly convened on the 25th day of March, 2008:

"WHEREAS, this Board has determined that the County of Kern should approve a certain Overpass Agreement with the Burlington Northern Santa Fe Railway Company for construction, maintenance and use of the planned Seventh Standard Road Grade Separation at Santa Fe Way, bearing the date of March 25, 2008 (Kern County Agreement 182-2008).

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Kern, State of California, that said instrument be, and it is hereby executed on behalf and in the name of said County of Kern, and the Chairman of this Board is hereby authorized and directed to sign his name thereto on behalf of said County."

The undersigned further certifies that on the date last mentioned the person who so signed said instrument was the duly elected Chairman of said Board and that his signature on said instrument is genuine.

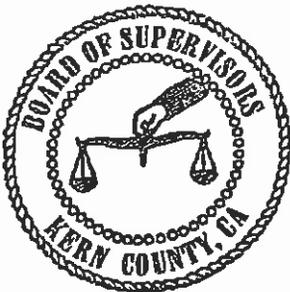
The undersigned further certifies that said resolution was adopted by the following vote:

Ayes: McQuiston, Maben, Maggard, Watson, Rubio

Noes: None

Absent: None

Dated: March 25, 2008



KATHLEEN KRAUSE  
Clerk of the Board of Supervisors  
County of Kern

By: Judy A. Barney  
Deputy Clerk

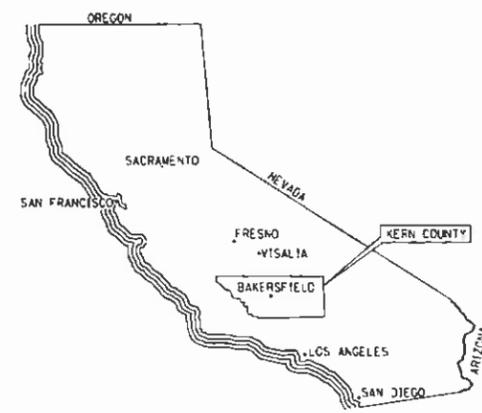
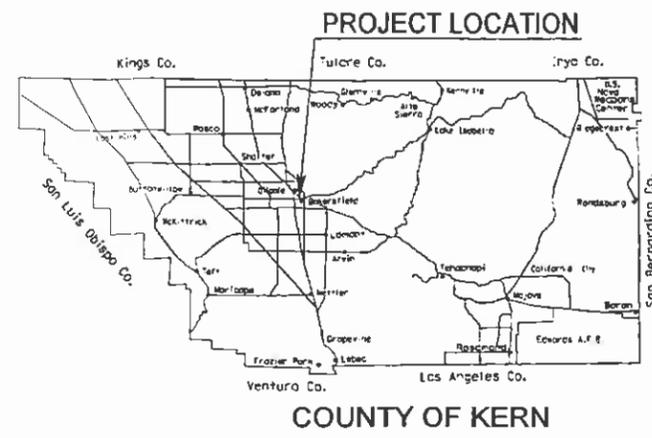
Reference: Item No. 29 p.m.

# COUNTY OF KERN ROADS DEPARTMENT

## PLANS FOR CONSTRUCTION ON SEVENTH STANDARD ROAD WIDENING FROM SANTA FE WAY TO COFFEE ROAD

**INDEX OF SHEETS**

1	TITLE
2-16	TYPICAL CROSS SECTIONS
17-30	MONUMENT MAP SHEETS
31-65	LAYOUT SHEETS
68-75	PROFILE SHEETS
76-100	CONSTRUCTION DETAILS
101-114	GRADING PLANS
115-117	DRAINAGE SHEETS
118-120	DRAINAGE DETAILS
121-133	UTILITY PLANS
134-152	SIGNING & STRIPING PLANS
153-171	SIGNAL & LIGHTING PLANS
172-226	STAGE CONSTRUCTION SHEETS
227-260	SANTA FE WAY OC & OH PLANS
261-272	SANTA FE WAY OC & OH MSE WALL PLANS
273-297	CALLOWAY CANAL BRIDGE (REPLACE) PLANS
298-313	FRIANT-KERN CANAL BRIDGE (REPLACE) PLANS
314-329	LERDO CANAL BRIDGE (REPLACE) PLANS
330-334	UTILITY DETAIL SHEETS

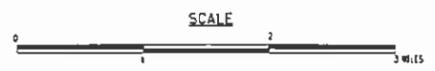


STATE OF CALIFORNIA



VICINITY MAP

**NOTE:**  
TO BE SUPPLEMENTED BY STATE OF CALIFORNIA STANDARD PLANS DATED MAY, 2006.  
THE CONTRACTOR SHALL POSSESS THE CLASS (OR CLASSES) OF LICENSE AS SPECIFIED IN THE "NOTICE TO CONTRACTORS" ON PAGE 1 OF THE SPECIAL PROVISIONS.  
CALL UNDERGROUND SERVICE ALERT, 811, 48 HOURS PRIOR TO ANY EXCAVATION.



**CONVENTIONAL SYMBOLS**

---	TOWNSHIP LINE	---x---	FENCE & GATE
---	SECTION LINE	--- ---	GLARD RAILING
---	PROPERTY LINE	--- ---	RAILROAD
---	RIGHT OF WAY LINE	---	WALL
---	SURVEY OR CONSTRUCTION	---	HEDGE
---	EXISTING EDGE OF PAVEMENT	---	SIGNAL CONTROLLER
---	TREE	---	PULLBOX
---	SHRUB (ALL TYPES)		
---	SIGN		

**UTILITY SYMBOLS**

---	OIL LINE
---	WATER LINE
---	GAS LINE
---	SEWER LINE
---	BURIED FIBER OPTIC
---	BURIED TELEPHONE CABLE
---	BURIED POWER CABLE
---	BURIED TELEVISION CABLE
---	AERIAL WIRE
---	AERIAL CABLE
---	POLE ANCHOR

**UNDERGROUND MARKER SYMBOLS**

---	WM WATER METER	---	LBWP - BURIED POWER
---	WV WATER VALVE	---	UMFO - FIBER OPTIC
---	FF FIRE HYDRANT	---	UMG - GAS
---	GM GAS METER	---	UMHG - HIGH PRESSURE GAS
---	GV GAS VALVE	---	UMO - OIL LINE
---	MH MANHOLE	---	UMTV - TELEVISION CABLE
---	LS LIGHT STANDARD		
---	SL STREET LIGHT		
---	TP TELEPHONE POLE		
---	PP POWER POLE		
---	SP SERVICE POLE		

Approval Recommended:



Registered Engineer RCE No. 61834



Registered Engineer RCE No. 53893



Road Commissioner RCE No. 37035



Engineering Manager RCE No. 64410  
Major Projects Division  
Roads Department

APPROVED:  
Chairman, Board of Supervisors

Date: 2009

**BASIS OF BEARINGS**

COORDINATES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS 83), ZONE V, 1983 NAD, (2004.0 EPOCH), USING COORDINATES PROVIDED BY THE CALIFORNIA SPATIAL REFERENCE CENTER FOR CORRS ITES BVPP, VGPP AND ARM1.

**PROJECT OF BENCH MARK**

ELEVATIONS ARE BASED ON CALIFORNIA SPATIAL REFERENCE CENTER SAN JOAQUIN VALLEY HEIGHT MODERNIZATION PROJECT BENCH MARK "HPGN D CA 06 FL", A SURVEY DISK SET IN THE NORTH END OF A HEADWALL FOR 12 REINFORCED CONCRETE PIPES LOCATED NEAR THE INTERSECTION OF 7TH STANDARD ROAD AND GOLDEN STATE HIGHWAY

N = 2348200.72, E = 623894.46, ELEVATION = 448.52 FEET

DATUM: NORTH BAKERSFIELD VERTICAL CONTROL SYSTEM (KERN COUNTY DATUM).  
KERN COUNTY SURVEYOR'S FIELD BOOK 1170 AT PAGE 56.

**INTERMEDIATE BENCH MARK (BRIDGE WORK)**

RAIL ROAD SPIKE IN THE SECOND POWER POLE WEST OF THE CALLOWAY CANAL, NORTH SIDE OF 7TH STANDARD ROAD.

N = 2348925.03, E = 6224848.82, ELEVATION = 386.99

**INTERMEDIATE BENCH MARK (GRADE SEPARATION)**

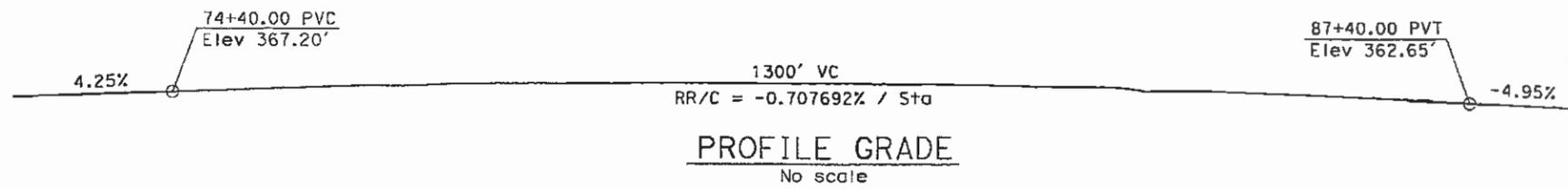
TOP OF A CONCRETE SURVEY MONUMENT WITH BRASS CAP STAMPED "LS 4383" IN A MONUMENT ENCASEMENT AT THE INTERSECTION OF THE CENTERLINE OF FANUCCHI WAY AND THE WEST BOUNDARY LINE OF PARCEL MAP No. 10555 - PHASE "A" FILED IN BOOK 50 OF PARCEL MAPS AT PAGE 122 IN THE OFFICE OF THE KERN COUNTY RECORDER.

N = 2349738.17, E = 6204951.59, ELEVATION = 340.39

DATE PLOTTED => 4/13/2008 TIME PLOTTED => 1:02:31 PM

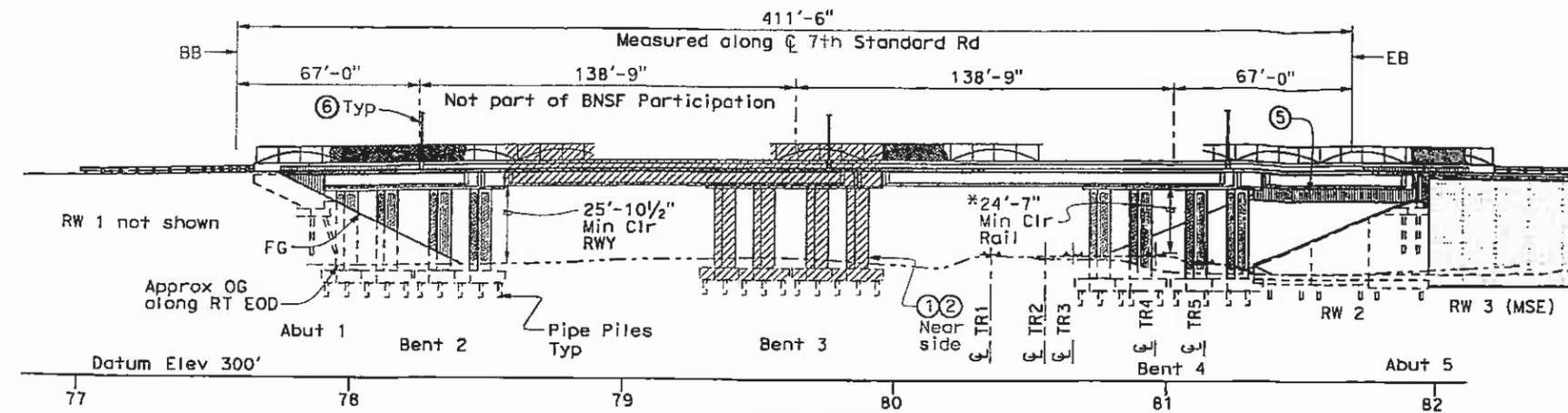
# EXHIBIT "A"

ATTACHED TO CONTRACT BETWEEN  
 BNSF RAILWAY COMPANY  
 AND  
 COUNTY OF KERN  
 AND  
 CITY OF SHAFTER

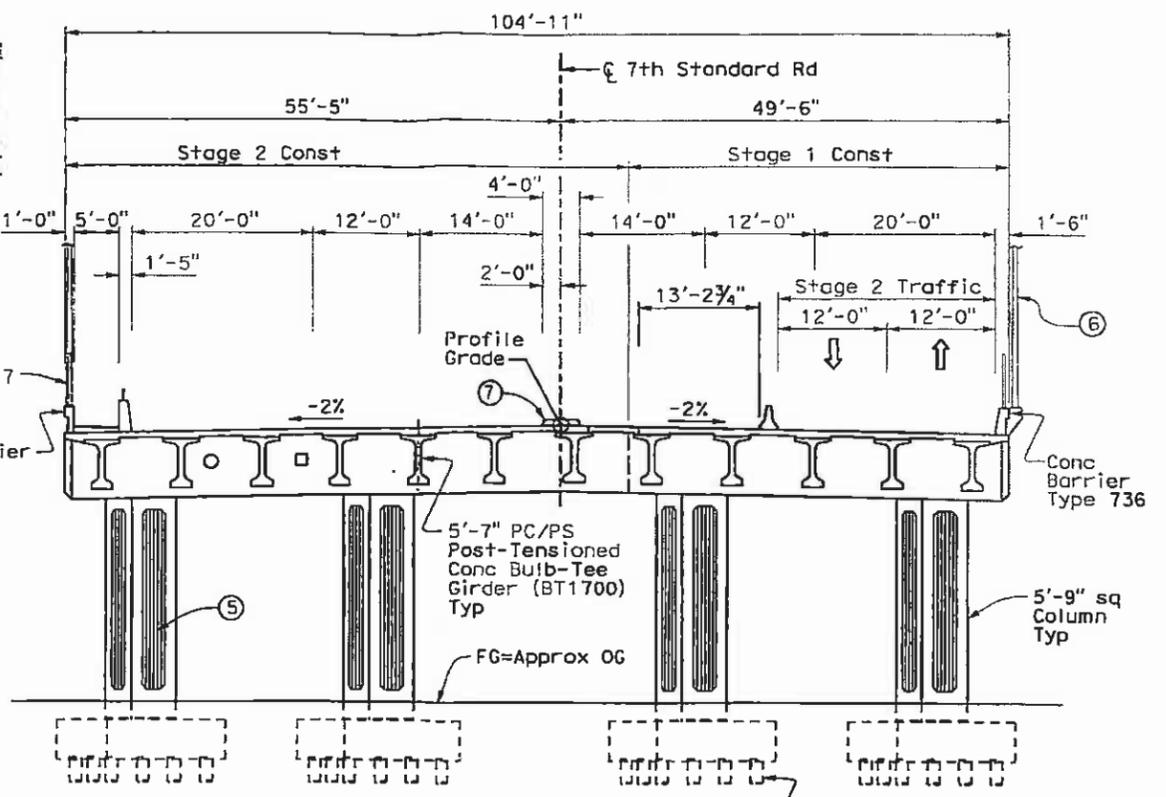


**CURVE DATA**

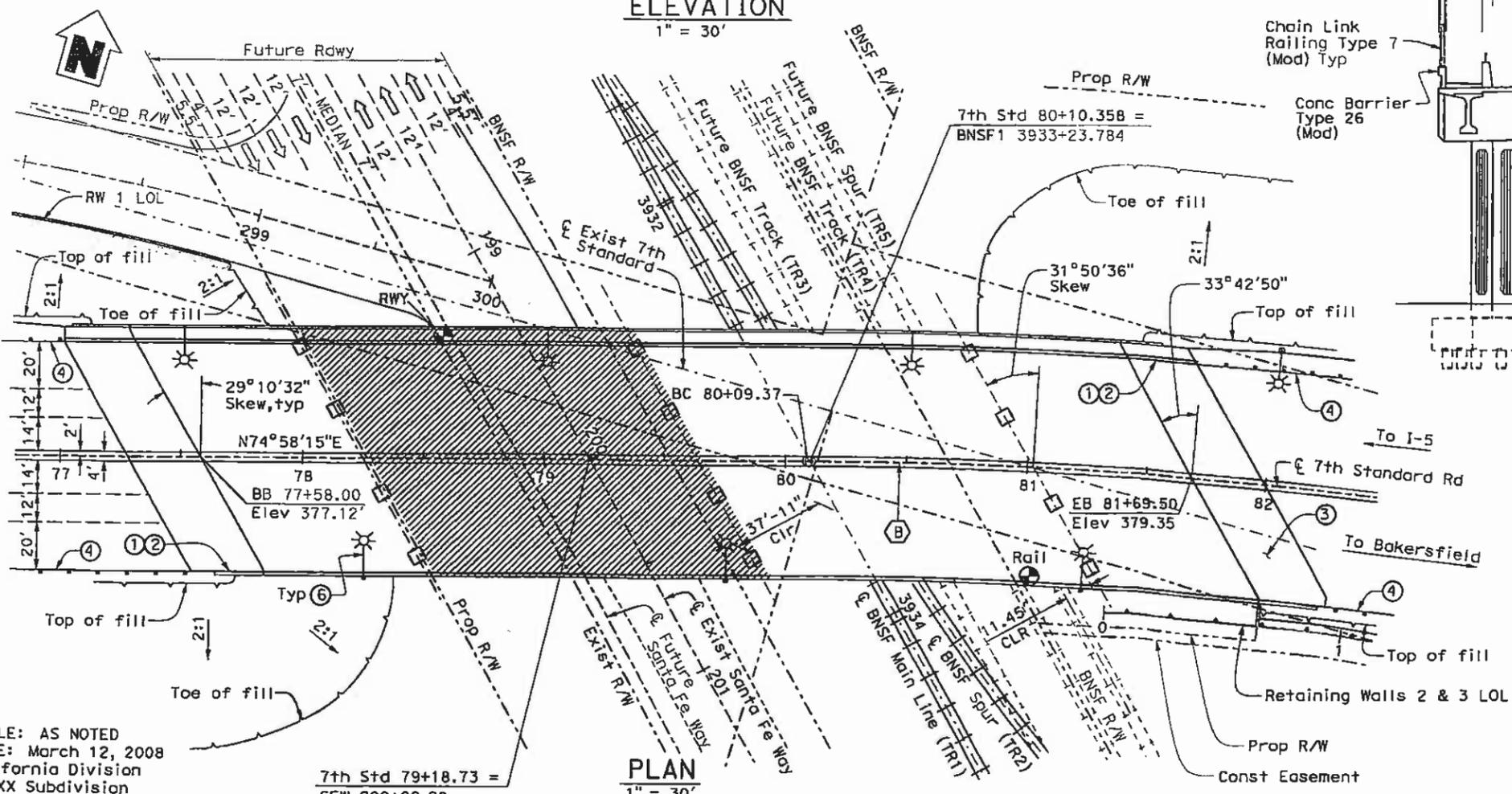
Ⓟ  
 R = 2000.00'  
 Δ = 16°10'13"  
 T = 284.11'  
 L = 564.45'



**ELEVATION**  
 1" = 30'



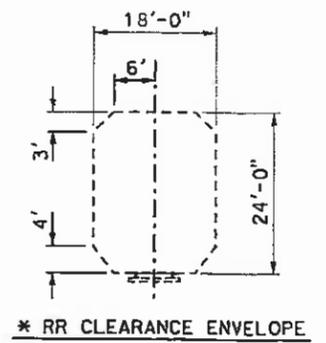
**TYPICAL SECTION**  
 1" = 10'



**PLAN**  
 1" = 30'

**LEGEND:**

- ① Paint "Br No"
- ② Paint "Bridge Name"
- ③ Structure Approach Type N(30S)
- ④ MBGR, see "Road Plans"
- ⑤ Fractured Fin Architectural Texture
- ⑥ Electrolier, see Lighting Plans
- ⑦ Concrete Median
- ⊕ Point of minimum vertical clearance
- ▨ Not part of BNSF Participation



SCALE: AS NOTED  
 DATE: March 12, 2008  
 California Division  
 XXXXX Subdivision  
 DOT No. 028381X  
 P.U.C. No. 2-899.5A  
 BNSF MP: XX.XX

NEAR SHAFTER  
 KERN COUNTY, CALIFORNIA

**DESCRIPTION**  
 REMOVE EXISTING 7TH STANDARD ROAD GRADE CROSSING AND CONSTRUCT  
 NEW OVERPASS OVER BNSF RAIL CORRIDOR AND SANTA FE WAY

# EXHIBIT "A"

ATTACHED TO CONTRACT BETWEEN  
BNSF RAILWAY COMPANY  
AND  
COUNTY OF KERN  
AND  
CITY OF SHAFTER



1"=60'

## LEGEND:



REMOVE AC PAVEMENT  
BY CONTRACTOR



REMOVAL OF EXIST  
AT GRADE CROSSING BY BNSF



RETAINING WALL

CROSSING ARM AND SIGNAL  
TO BE REMOVED BY BNSF

SANTA FE WAY OVERCROSSING

7TH STANDARD ROAD

463-010

SCALE: AS NOTED  
DATE: March 12, 2008  
California Division  
XXXXX Subdivision  
DOT No. 028381X  
P.U.C. No. 2-899.5A  
BNSF MP: XX.XX

NEAR SHAFTER  
KERN COUNTY, CALIFORNIA

CROSSING ARM AND SIGNAL  
TO BE REMOVED BY BNSF

DESCRIPTION  
REMOVE EXISTING 7TH STANDARD ROAD GRADE CROSSING AND CONSTRUCT  
NEW OVERPASS OVER BNSF RAIL CORRIDOR AND SANTA FE WAY

SHEET 2 OF 3



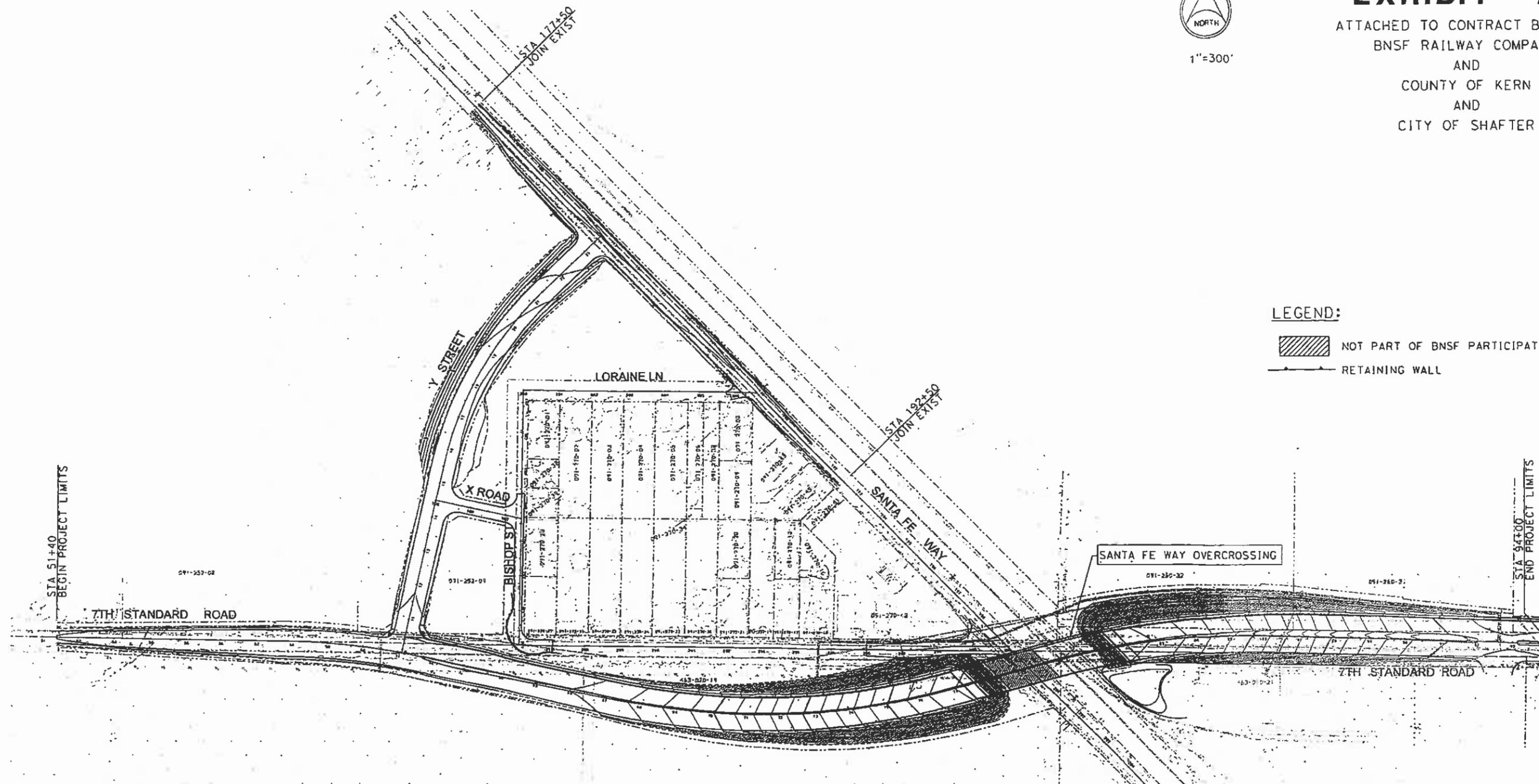
1"=300'

# EXHIBIT "A"

ATTACHED TO CONTRACT BETWEEN  
BNSF RAILWAY COMPANY  
AND  
COUNTY OF KERN  
AND  
CITY OF SHAFTER

### LEGEND:

-  NOT PART OF BNSF PARTICIPATION
-  RETAINING WALL



SCALE: AS NOTED  
 DATE: March 12, 2008  
 California Division  
 XXXXX Subdivision  
 DOT No. 02B381X  
 P.U.C. No. 2-899.5A  
 BNSF MP: XX.XX

NEAR SHAFTER  
 KERN COUNTY, CALIFORNIA

**DESCRIPTION**  
 REMOVE EXISTING 7TH STANDARD ROAD GRADE CROSSING AND CONSTRUCT  
 NEW OVERPASS OVER BNSF RAIL CORRIDOR AND SANTA FE WAY

**EXHIBIT G - TOTAL COST**  
**FOR CONSTRUCTION ON 7TH STANDARD ROAD IN**  
**KERN COUNTY**  
**FROM 2800' FT WEST OF SANTA FE WAY TO ZACHARY AVENUE**

ITEM NO	ITEM CODE		ITEM DESCRIPTION	UNIT (ALT)	QUANTITY	PRICE	AMOUNT
1	70012		PROGRESS SCHEDULE (CRITICAL PATH METHOD)	LS	LUMP SUM	\$ 10,000.00	\$ 10,000
2	70018		TIME-RELATED OVERHEAD	LS	LUMP SUM	\$ 1,000,000.00	\$ 1,000,000
3	74018		CONSTRUCTION SITE MANAGEMENT	LS	LUMP SUM	\$ 5,000.00	\$ 5,000
4	74019		PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	LUMP SUM	\$ 7,500.00	\$ 7,500
5	74020		WATER POLLUTION CONTROL	LS	LUMP SUM	\$ 100,000.00	\$ 100,000
6	120090	S	CONSTRUCTION AREA SIGNS	LS	LUMP SUM	\$ 35,000.00	\$ 35,000
7	120100	S	TRAFFIC CONTROL SYSTEM	LS	LUMP SUM	\$ 150,000.00	\$ 150,000
8	120149	S	TEMPORARY PAVEMENT MARKING (PAINT)	SF	952	\$ 9.00	\$ 8,568
9	120159	S	TEMPORARY TRAFFIC STRIPE (PAINT)	LF	21,685	\$ 0.50	\$ 10,843
10	120165	S	CHANNELIZER (SURFACE MOUNTED)	EA	134	\$ 50.00	\$ 6,700
11	120300	S	TEMPORARY PAVEMENT MARKER	EA	1,702	\$ 5.00	\$ 8,510
12	128850	S	PORTABLE CHANGEABLE MESSAGE SIGN	EA	10	\$ 7,500.00	\$ 75,000
13	129000	S	TEMPORARY RAILING (TYPE K)	LF	13,023	\$ 10.00	\$ 130,230
14	129000	A S	RELOCATE TEMPORARY RAILING (TYPE K)	LF	13,023	\$ 7.00	\$ 91,161
15	129100	S	TEMPORARY CRASH CUSHION MODULE	EA	10	\$ 300.00	\$ 3,000
16	129150	S	TEMPORARY TRAFFIC SCREEN	LF	13,023	\$ 5.00	\$ 65,115
17	129150	A S	RELOCATE TEMPORARY TRAFFIC SCREEN	LF	13,023	\$ 5.00	\$ 65,115
18	150704		REMOVE YELLOW THERMOPLASTIC TRAFFIC STRIPE	LF	6,000	\$ 1.00	\$ 6,000
19	150711		REMOVE PAINTED TRAFFIC STRIPE	LF	38,000	\$ 1.00	\$ 38,000
20	150713		REMOVE PAVEMENT MARKING	SF	300	\$ 20.00	\$ 6,000
21	150714	A	REMOVE THERMOPLASTIC TRAFFIC STRIPE	LF	600	\$ 1.75	\$ 1,050
22	150722		REMOVE PAVEMENT MARKER	EA	800	\$ 1.00	\$ 800
23	150742		REMOVE ROADSIDE SIGN	EA	19	\$ 100.00	\$ 1,900
24	150804		REMOVE DRAINAGE FACILITY	LS	LUMP SUM	\$ 20,000.00	\$ 20,000
25	150860		REMOVE BASE AND SURFACING	SF	185,000	\$ 1.85	\$ 342,250
26	152390		RELOCATE ROADSIDE SIGN	EA	3	\$ 250.00	\$ 750
27	152423		ADJUST MONUMENT TO GRADE	EA	5	\$ 500.00	\$ 2,500
28	152440		ADJUST MANHOLE TO GRADE	EA	5	\$ 700.00	\$ 3,500
29	153103	S	COLD PLANE ASPHALT CONCRETE	SF	16,700	\$ 0.50	\$ 8,350
30	153215		REMOVE CONCRETE (CURB AND GUTTER)	LF	2,100	\$ 12.00	\$ 25,200
31	153218		REMOVE CONCRETE SIDEWALK	SF	5,000	\$ 3.25	\$ 16,250
32	180101		CLEARING AND GRUBBING	LS	LUMP SUM	\$ 120,000.00	\$ 120,000
33	170101		DEVELOP WATER SUPPLY	LS	LUMP SUM	\$ 15,000.00	\$ 15,000
34	190101		ROADWAY EXCAVATION	CY	9,800	\$ 20.00	\$ 196,000
35	192003	F	STRUCTURE EXCAVATION (BRIDGE)	CY	1,799	\$ 85.00	\$ 152,915
36	192037	F	STRUCTURE EXCAVATION (RETAINING WALL)	CY	308	\$ 70.00	\$ 21,630
37	193003	F	STRUCTURE BACKFILL (BRIDGE)	CY	838	\$ 95.00	\$ 79,420
38	193013	F	STRUCTURE BACKFILL (RETAINING WALL)	CY	844	\$ 65.00	\$ 54,860
39	197031	S P	EARTH RETAINING STRUCTURE (MECHANICALLY STABILIZED EARTH WALL)	SF	13,793	\$ 85.00	\$ 1,172,405
40	198001		IMPORTED BORROW	CY	238,480	\$ 14.00	\$ 3,310,720
41	203018	S	EROSION CONTROL (TYPE D)	SY	17,000	\$ 4.50	\$ 76,500
42	206401	S I	MAINTAIN EXISTING IRRIGATION FACILITIES	LS	LUMP SUM	\$ 5,000.00	\$ 5,000
43	220101		FINISHING ROADWAY	LS	LUMP SUM	\$ 15,000.00	\$ 15,000
44	260201		CLASS 2 AGGREGATE BASE	CY	29,000	\$ 35.00	\$ 1,015,000
45	380153		ASPHALT CONCRETE (TYPE A)	TON	28,500	\$ 60.00	\$ 1,590,000
46	394001		PLACE ASPHALT CONCRETE DIKE	LF	1,780	\$ 3.00	\$ 5,340
47	490411	S P	FURNISH STEEL PILING (PP 16 x 0.500)	EA	4,789	\$ 35.00	\$ 168,915
48	490412	S	DRIVE STEEL PILE (PP 16 x 0.500)	EA	144	\$ 2,000.00	\$ 288,000
49	490742	S P	FURNISH PILING (CLASS 90) (ALTERNATIVE W)	LF	986	\$ 45.00	\$ 44,370
50	490743	S	DRIVE PILE (CLASS 90) (ALTERNATIVE W)	EA	34	\$ 2,000.00	\$ 68,000
51	490746	S P	FURNISH PILING (CLASS 140) (ALTERNATIVE W)	LF	2,588	\$ 45.00	\$ 116,460
52	490747	S	DRIVE PILE (CLASS 140) (ALTERNATIVE W)	EA	59	\$ 2,000.00	\$ 118,000
53	500020	S P	PRESTRESSING PRECAST GIRDER	LS	1	\$ 251,000.00	\$ 251,000
54	510502	A F	CATCH BASIN (TYPE A)	EA	10	\$ 5,000.00	\$ 50,000
55	510502	B F	CATCH BASIN (TYPE G1)	EA	3	\$ 5,000.00	\$ 15,000
56	510051	F	STRUCTURAL CONCRETE, BRIDGE FOOTING	CY	553	\$ 460.00	\$ 254,380
57	510053	F	STRUCTURAL CONCRETE, BRIDGE	CY	2,702	\$ 775.00	\$ 2,084,050
58	510060	F	STRUCTURAL CONCRETE, RETAINING WALL	CY	275	\$ 715.00	\$ 196,625
59	510088	F	STRUCTURAL CONCRETE, APPROACH SLAB (TYPE N)	CY	233	\$ 850.00	\$ 198,150
60	511064	F	FRACTURED RIB TEXTURE	SF	4,559	\$ 20.00	\$ 91,180
61	511108		DRILL AND BOND DOWEL	LF	80	\$ 25.00	\$ 2,000
62	512282	S P	FURNISH PRECAST PRESTRESSED CONCRETE BULB-TEE GIRDER (130'-140')	EA	24	\$ 35,000.00	\$ 840,000
63	512290	S P	FURNISH PRECAST PRESTRESSED CONCRETE BULB-TEE GIRDER (60'-70')	EA	24	\$ 15,000.00	\$ 360,000
64	512500	S	ERECT PRECAST PRESTRESSED CONCRETE GIRDER	EA	48	\$ 5,000.00	\$ 240,000
65	519092	S P	JOINT SEAL ASSEMBLY (MR 2 1/2")	LF	247	\$ 250.00	\$ 61,750
66	520102	S F P	BAR REINFORCING STEEL (BRIDGE)	LB	867,239	\$ 1.10	\$ 953,963
67	520103	S F P	BAR REINFORCING STEEL (RETAINING WALL)	LB	34,291	\$ 1.05	\$ 36,006
68	566011		ROADSIDE SIGN - ONE POST	EA	27	\$ 350.00	\$ 9,450
69	566012		ROADSIDE SIGN - TWO POST	EA	5	\$ 600.00	\$ 3,000
70	650069		24" REINFORCED CONCRETE PIPE	LF	880	\$ 120.00	\$ 105,600
71	703458	I P	12" WELDED STEEL PIPE CASING (BRIDGE)	LF	85	\$ 150.00	\$ 12,750
72	705224	I P	24" CONCRETE FLARED END SECTION	EA	6	\$ 1,200.00	\$ 7,200
73	721008		ROCK SLOPE PROTECTION (LIGHT METHOD B)	CY	45	\$ 150.00	\$ 6,750
74	729010	P	ROCK SLOPE PROTECTION FABRIC	SF	135	\$ 4.50	\$ 608
75	731501	F I	MINOR CONCRETE (CURB) (MEDIAN)	LF	7,700	\$ 12.00	\$ 92,400

ITEM NO	ITEM CODE		ITEM DESCRIPTION	UNIT (ALT)	QUANTITY	PRICE	AMOUNT
76	731504		MINOR CONCRETE (CURB & GUTTER)	LF	5,250	\$ 15.00	\$ 78,750
77	731517		MINOR CONCRETE (GUTTER)	LF	855	\$ 60.00	\$ 51,300
78	731519		MINOR CONCRETE (STAMPED CONCRETE)	CY	100	\$ 600.00	\$ 60,000
79	731621	F	MINOR CONCRETE (SIDEWALK)	SF	27,000	\$ 4.00	\$ 108,000
80	731623	F	MINOR CONCRETE (CURB RAMP)	EA	3	\$ 2,000.00	\$ 6,000
81	810110		SURVEY MONUMENT	EA	26	\$ 700.00	\$ 18,200
82	820107		DELINEATOR (CLASS 1)	EA	77	\$ 38.00	\$ 2,926
83	832003	S	METAL BEAM GUARD RAILING (WOOD POST)	LF	2,990	\$ 35.00	\$ 104,650
84	833033	S F P	CHAIN LINK RAILING (TYPE 7 MODIFIED)	LF	907	\$ 100.00	\$ 90,700
85	833088	S F P	TUBULAR HANDRAILING	LF	470	\$ 100.00	\$ 47,000
86	833142	F	CONCRETE BARRIER (TYPE 26 MODIFIED)	LF	452	\$ 130.00	\$ 58,760
87	839521 A	S F	CABLE RAILING - RETAINING WALLS	LF	234	\$ 35.00	\$ 8,180
88	839521 B	S F	CABLE RAILING - MSE WALL	LF	674	\$ 35.00	\$ 23,580
89	839541	S	TRANSITION RAILING (TYPE WB)	EA	4	\$ 4,000.00	\$ 16,000
90	839585	S	TERMINAL SYSTEM (TYPE SRT)	EA	3	\$ 3,000.00	\$ 9,000
91	839588	S	TERMINAL SYSTEM (TYPE CAT)	EA	1	\$ 7,000.00	\$ 7,000
92	839567	S	TERMINAL SYSTEM (TYPE CAT) BACKUP	EA	1	\$ 1,000.00	\$ 1,000
93	839581	S	END ANCHOR ASSEMBLY (TYPE SFT)	EA	2	\$ 700.00	\$ 1,400
94	839704	F	CONCRETE BARRIER (TYPE 80D)	LF	185	\$ 80.00	\$ 14,850
95	839726	F	CONCRETE BARRIER (TYPE 736)	LF	458	\$ 120.00	\$ 54,960
96	839741	F	CONCRETE BARRIER (TYPE 742 MODIFIED)	LF	470	\$ 180.00	\$ 84,600
97	840658	S	PAINT TRAFFIC STRIPE (2-COAT)	LF	44,715	\$ 0.25	\$ 11,179
98	840666	S	PAINT PAVEMENT MARKING (2-COAT)	SF	2,942	\$ 4.50	\$ 13,239
99	850111	S P	PAVEMENT MARKER (RETROREFLECTIVE)	EA	947	\$ 3.70	\$ 3,504
100	860251	S P	SIGNAL AND LIGHTING (LOCATION 1)	LS	LUMP SUM	\$ 175,000.00	\$ 175,000
101	860252	S P	SIGNAL AND LIGHTING (LOCATION 2)	LS	LUMP SUM	\$ 175,000.00	\$ 175,000
102	860253	S P	SIGNAL AND LIGHTING (LOCATION 3)	LS	LUMP SUM	\$ 50,000.00	\$ 50,000
103	860254	S P	SIGNAL AND LIGHTING (LOCATION 4)	LS	LUMP SUM	\$ 175,000.00	\$ 175,000
104	860401	S P	LIGHTING	LS	LUMP SUM	\$ 255,000.00	\$ 255,000
105	860788	S F P	4" CONDUIT (BRIDGE)	LF	1,928	\$ 50.00	\$ 96,300
<b>SUBTOTAL ROADWAY, BRIDGE ITEMS</b>							<b>\$ 18,510,185</b>
106	999990		MOBILIZATION 10.0%	LS	LUMP SUM	\$ 2,036,120.38	\$ 2,036,120
			CONTINGENCY 5.0%	LS	LUMP SUM	\$ 925,509.26	\$ 925,509
			SHELL & CHEVRON PIPELINE RELOCATIONS	LS	LUMP SUM	\$ 3,000,000.00	\$ 3,000,000
<b>BNSF WORK</b>							
			SEE EXHIBIT D	LS	LUMP SUM	\$ 398,174.00	\$ 398,174
<b>CONSTRUCTION PROBABLE COST WITHOUT SUPPLEMENTAL ITEMS</b>							<b>\$ 24,867,989</b>
<b>SUPPLEMENTAL ITEMS</b>							
1	66009 A		UTILITY CONFLICTS	LS	\$	20,000	
2	66009 B		BURIED MANMADE OBJECTS	LS	\$	5,000	
3	66083 A		PUBLIC INFORMATION CAMPAIGN	LS	\$	20,000	
4	66070		MAINTAIN TRAFFIC	LS	\$	25,000	
5	66070 A		MAINTAIN TEMPORARY CRASH CUSHIONS	LS	\$	8,000	
6	66224		ADDITIONAL WEED CONTROL	LS	\$	500	
7	66225		ADDITIONAL EROSION CONTROL	LS	\$	1,000	
8	66230		APPLY PESTICIDES	LS	\$	500	
9	66596		ADDITIONAL WATER POLLUTION CONTROL	LS	\$	5,000	
10	66597		STORM WATER SAMPLING AND ANALYSIS	LS	\$	20,000	
11	66610		PARTNERING	LS	\$	20,000	
12	66666		COMPENSATION ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS OF PAVING ASPHALT	LS	\$	10,000	
13	66920		DISPUTE REVIEW BOARD	LS	\$	20,000	
14	66814		EARTH RETAINING STRUCTURE	LS	\$	15,000	
15			QC/QA BONUS	LS	\$	100,000	
<b>SUBTOTAL</b>							<b>\$ 270,000</b>
<b>COUNTY FURNISHED MATERIALS</b>							
1	66082		COZEEP CONTRACT	LS	\$	50,000	
2	66105		RESIDENT ENGINEERS OFFICE	LS	\$	45,000	
<b>SUBTOTAL</b>							<b>\$ 95,000</b>
<b>SUBTOTAL SUPPLEMENTAL ITEMS</b>							<b>\$ 365,000</b>
<b>CONSTRUCTION PROBABLE COST</b>							<b>\$ 25,232,989</b>
<b>R/W AND ENGINEERING</b>							
			R/W ACQUISITION COSTS				\$ 1,500,000
			ENVIRONMENTAL DOCUMENTATION & PRELIMINARY ENGINEERING		**		\$ 2,120,000
			CONSTRUCTION ENGINEERING		***		\$ 3,784,948
<b>ESTIMATED GRAND TOTAL</b>							<b>\$ 28,852,989</b>

\* R/W COST IS BASED ON PRELIMINARY APPRAISALS

\*\* BASED ON COST OF PAVED + 50% OF LAN'S NEGOTIATED CONTRACT

\*\*\* CONSTRUCTION ENGINEERING ESTIMATED AT 15% OF PROBABLE CONSTRUCTION COST

200 N. SPRING STREET  
CITY HALL, ROOM 410,  
LOS ANGELES, CA 90012  
(213) 485-3451 PHONE  
(213) 485-8907 FAX



DISTRICT OFFICE  
163 S. AVE 24  
ROOM 202  
LOS ANGELES, CA 90031  
(213) 485-0763 PHONE  
(213) 485-8908 FAX

**ED P. REYES**  
Councilmember, First District

June 26, 2008

California Transportation Commission  
Lincoln Plaza, Auditorium, First Floor  
400 P Street  
Sacramento, CA 95814

**RE: CTC Proposition 1B Highway-Railroad Crossing Safety Account, City of Los Angeles Applications, Riverside Drive and North Spring Street Grade Separations.**

Dear Commissioners,

The City of Los Angeles is pleased to submit its applications for Proposition 1B Highway-Railroad Crossing Safety Account (HRCSA) funding.

We are submitting two applications: the Riverside Drive Grade Separation Replacement project and the North Spring Street Grade Separation Reconstruction project, each for \$5.0 million of Proposition 1B funding.

Both projects are on the CPUC 2008-2009 priority list and have planned railroad contributions.

The Riverside Drive project will increase the vertical and lateral clearance to the bridge, improve seismic safety and eliminate the pier wall within the railroad right-of-way, which will be an improvement for the UP and Metrolink railroads.

The project will also improve circulation by reconfiguration of the intersection of Riverside Drive, Figueroa Street, and San Fernando Road into a roundabout and will improve pedestrian safety and link currently disconnected segments of the City's bicycle route and path system.

The purpose of the North Spring Street project is to widen the bridge to accommodate two lanes of traffic in each direction, construct a new median and turning lane, as well as sidewalks and bike lanes on both sides of the bridge. While widening, the bridge will be seismically retrofitted for vehicular and railroad safety. Both the Metrolink and Union Pacific trains pass through this grade separation.

The North Spring Street Bridge is one of the aesthetic arch bridges built by City of Los Angeles over Los Angeles River in 1920s. It is a monumental bridge and eligible for National Historic Register. The historical characteristics of the bridge will be preserved and restored in this project.

Both the Riverside Drive and the North Spring Street projects are designed to relate to the Los Angeles River Revitalization Master Plan and have a lot of community support. Your funding would leverage our local investment in the LA River improvements.

The City of Los Angeles requests that the Commission fund both of these important grade separation projects at \$5.0 million each. If you have any questions please contact Jill Sourial of my staff at 213-473-7001.

Sincerely,

A handwritten signature in black ink, appearing to read "Ed P. Reyes". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

ED P. REYES  
Councilmember, First District.

# HRCSA Project Nomination

## Marina Bay Parkway Grade Separation, Richmond

The Richmond Community Redevelopment Agency ("RCRA") proposes to construct a roadway undercrossing in place of an existing grade crossing at Marina Bay Parkway between Regatta Boulevard and Meeker Avenue in Richmond.

This grade separation project is intended to resolve major health and safety issues for the fastest growing area in the City of Richmond. With increased activity at the Port of Oakland, long trains are more frequently traversing Richmond grade crossings. In the South Richmond Shoreline area, low maximum train speeds result in traffic blockages for 20-30 minutes at a time with no alternate access, as all north-south ingress and egress to this area is impacted at closely-spaced grade crossings.

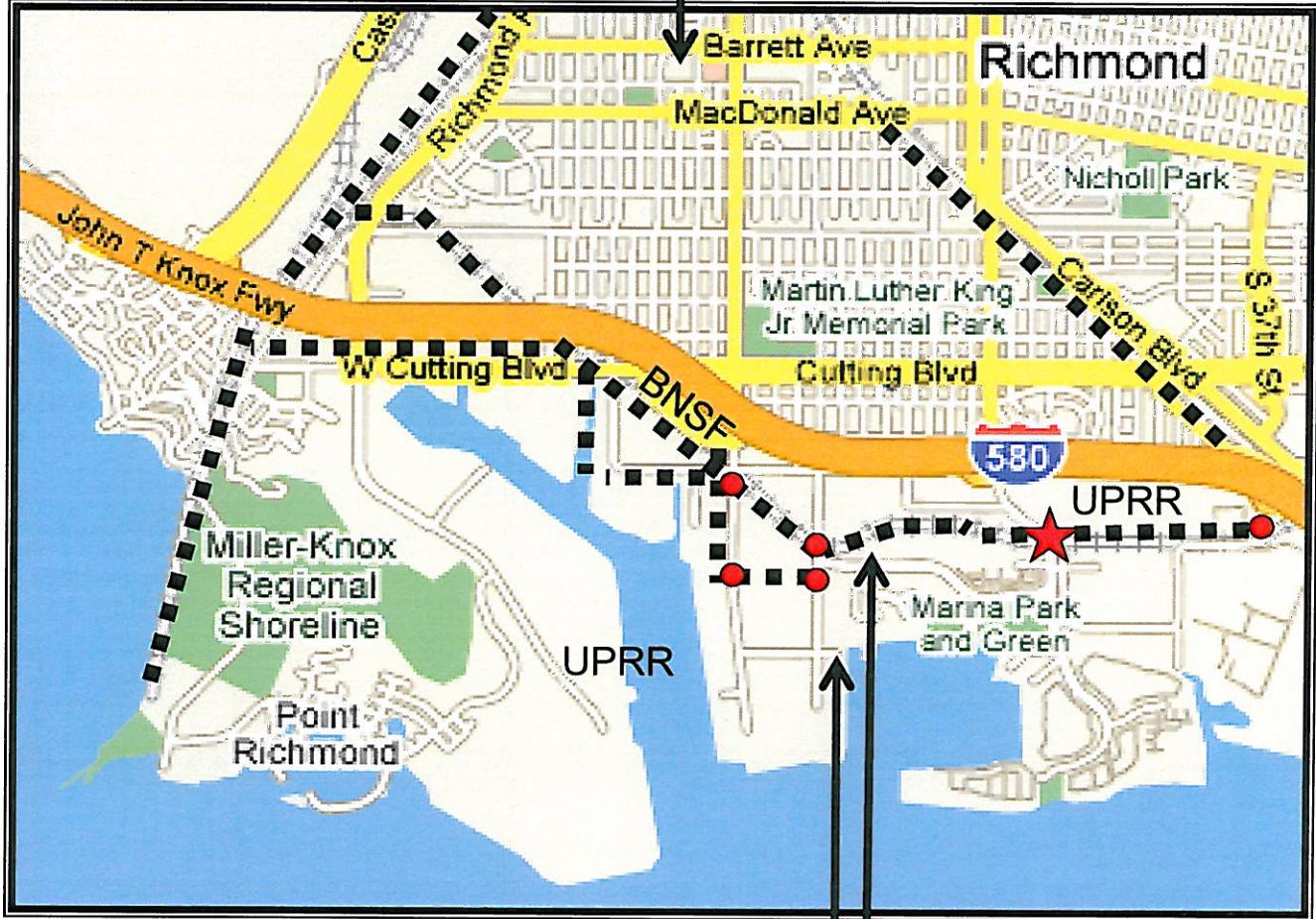
A reconfigured crossing at Marina Bay Parkway will reduce traffic congestion and allow emergency vehicles to access the Marina Bay Area unimpeded. Additionally, the project would improve access to proposed Water Emergency Transit Authority (WETA) ferries and improve air quality by reducing emissions of idling vehicles.

### LEGEND

- Railroad Tracks      ■ ■ ■
- Grade Crossing      ●
- Proposed Grade Separation      ★

Tab 81

**Kaiser Medical Center**  
(Approx. 1 ¼ mi. north of WETA terminal)



**Proposed Water Emergency Transit Authority Terminal**

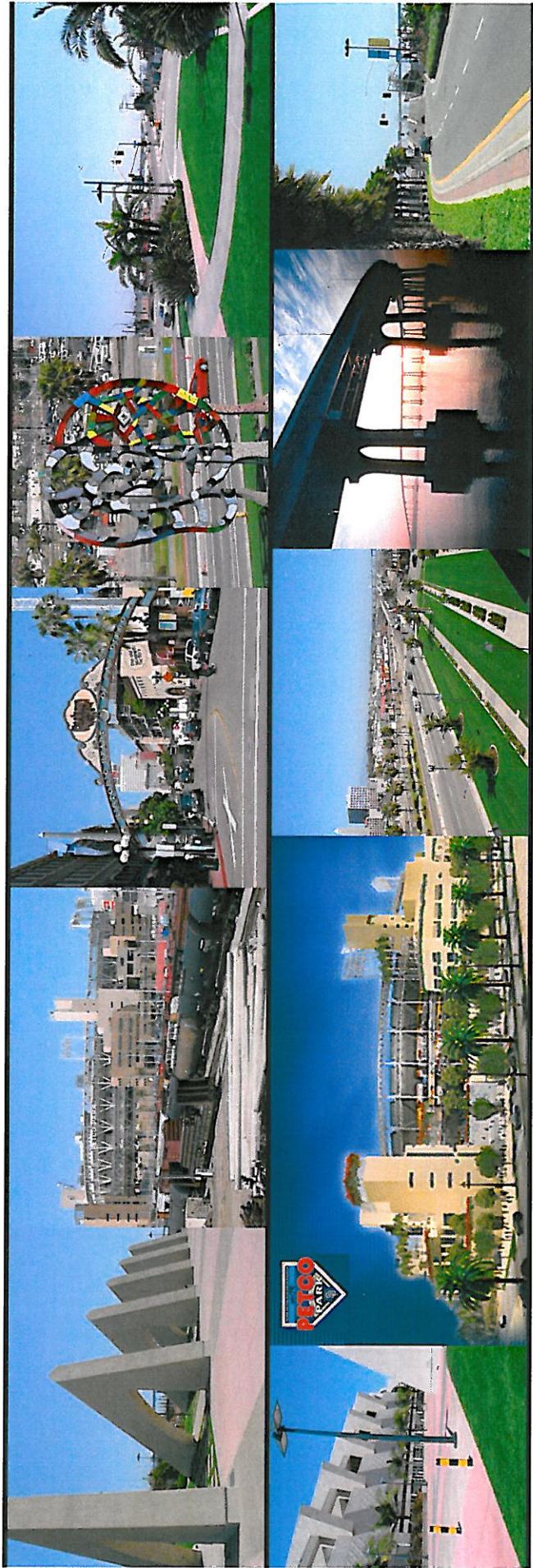
**Police Station**

Tab 81

# Park Boulevard at Harbor Drive Pedestrian Bridge Project

Centre City Development Corporation  
SAFDIE RABINES ARCHITECTS  
**TYLIN** INTERNATIONAL

NOMINATION FOR PROPOSITION 1B PART 2 GRANT FUNDING



Project #33

California Transportation Commission June 26, 2008

# Harbor Drive Pedestrian Bridge



Centre City  
Development Corporation

SAFIE RABINES ARCHITECTS

TYLIN INTERNATIONAL

## Major Benefits

- Completes century-old Park-to-Bay vision linking two major recreation/open space opportunities for thousands of downtown residents and visitors—Balboa Park and the Embarcadero waterfront
- Provides safe pedestrian passage across 5 sets of railroad tracks and switching yards and a major four-lane divided roadway
- Allows Park Boulevard to connect to Convention Center Drive
- Creates shorter truck routes from Convention Center and Port of San Diego to the I-5 Freeway
- Relieves congestion at Harbor Drive intersections at Fifth and at First Avenues
- Reduces trip length and idling time which will reduce the daily production of hydrocarbons by 120 lbs., carbon monoxide by 910 lbs., carbon dioxide by 18,000 lbs and reduce over 900 gallons of fuel consumed daily.
- Creates walking as an option to the use of the automobile
- All of which improve safety, mobility, and air quality

## Milestones

<b>Environmental Clearance Done</b>	<b>June 2006</b>
<b>Land Acquisition Done</b>	<b>July 2007</b>
<b>Construction Contract Awarded</b>	<b>June 2008</b>
<b>Construction Completion</b>	<b>October 2009</b>
<b>Project Closeout</b>	<b>May 2010</b>

Harbor Drive Pedestrian Bridge  
San Diego

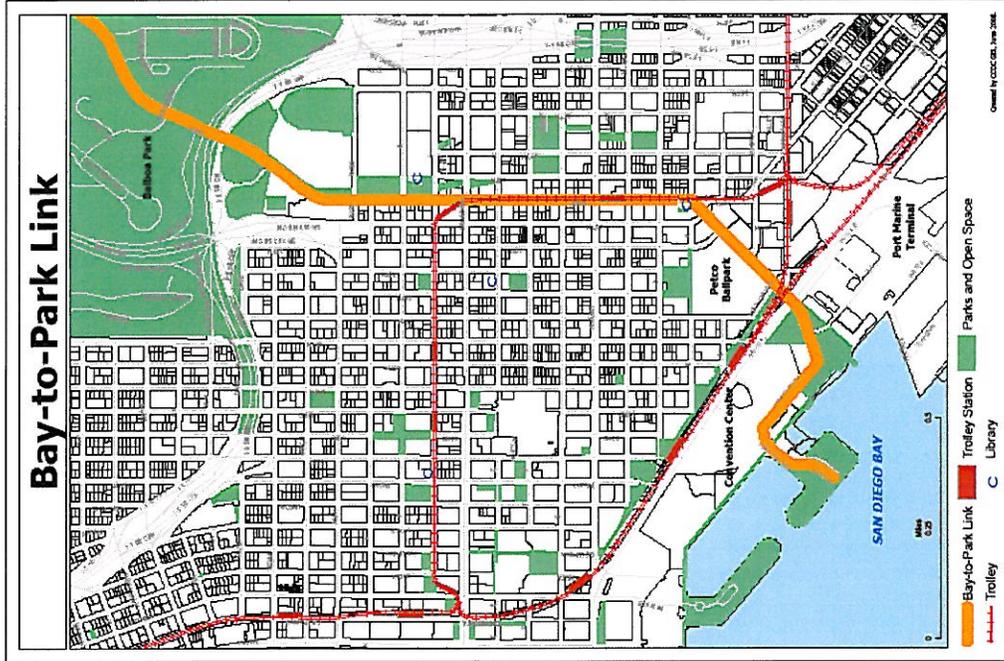
# Harbor Drive Pedestrian Bridge



Centre City  
Development Corporation

SAFIE RABINES ARCHITECTS

**TYLIN**INTERNATIONAL



Harbor Drive Pedestrian Bridge  
San Diego

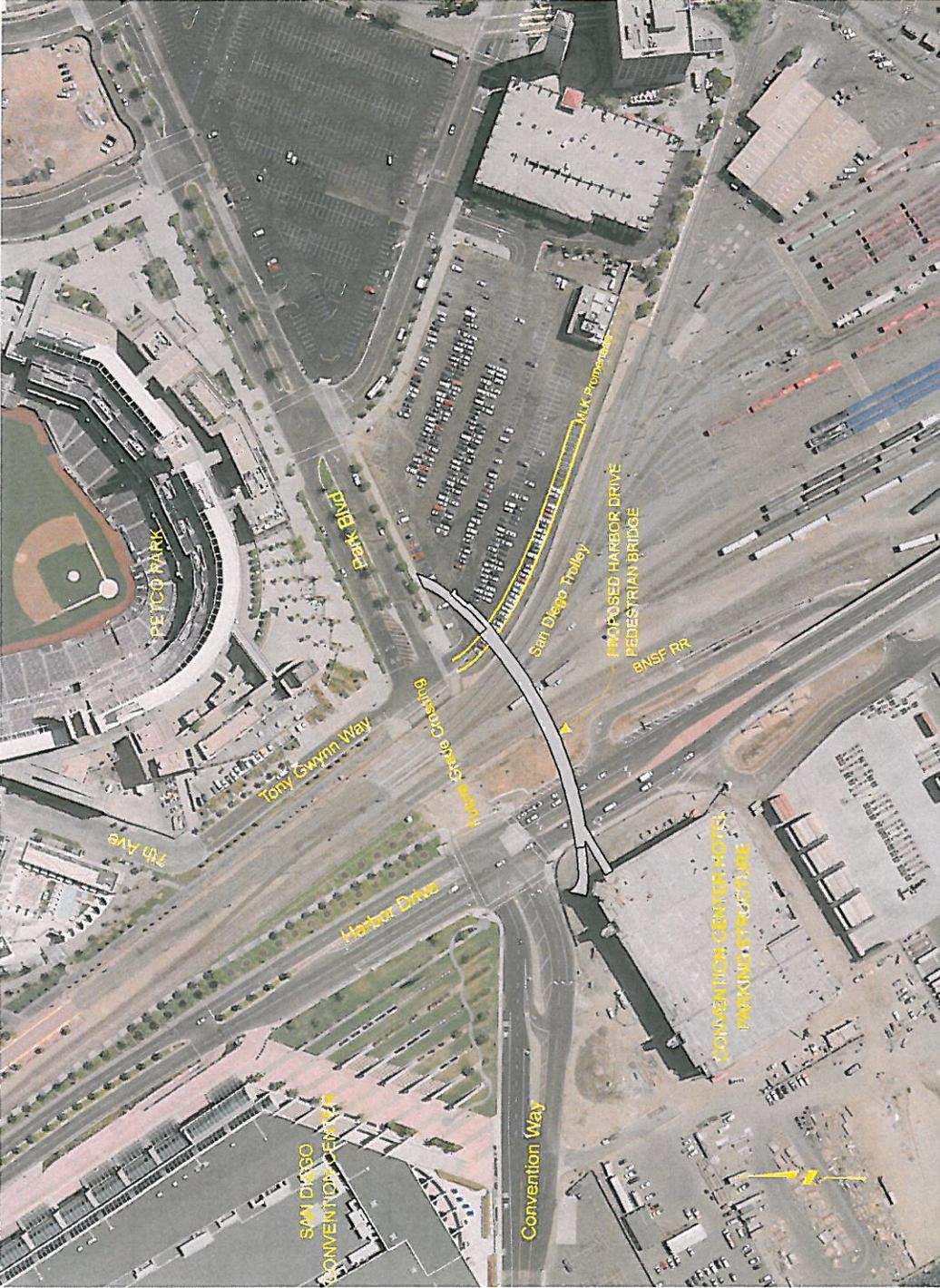
# Harbor Drive Pedestrian Bridge



Centre City  
Development Corporation

SAFDIE RABINES ARCHITECTS

TYLIN INTERNATIONAL



Harbor Drive Pedestrian Bridge  
San Diego

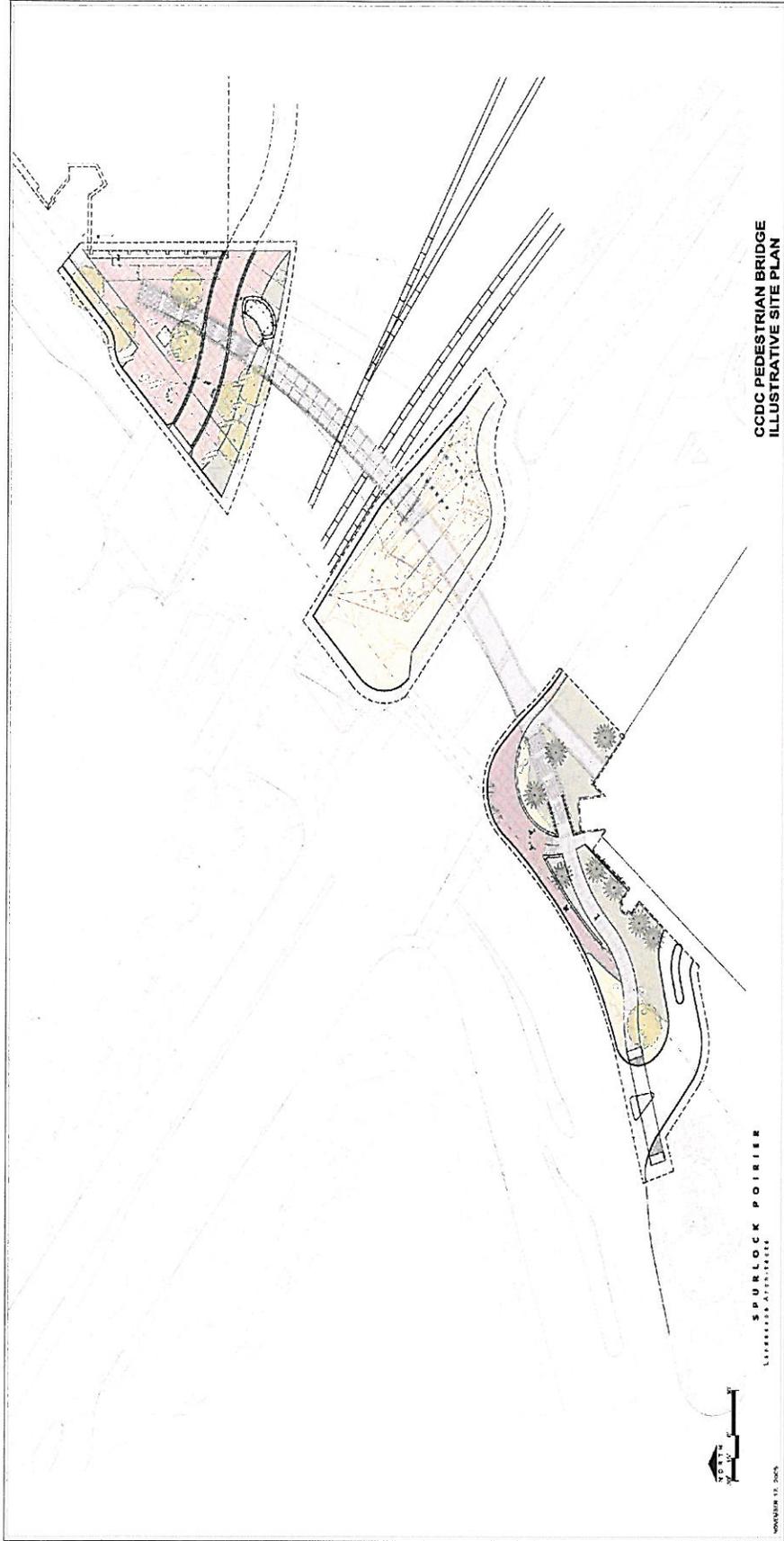
# Harbor Drive Pedestrian Bridge



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Development Corporation

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CCDC PEDESTRIAN BRIDGE  
ILLUSTRATIVE SITE PLAN

SPURLOCK POIRIER  
LANDSCAPE ARCHITECTS

NOVEMBER 13, 2009

Harbor Drive Pedestrian Bridge  
San Diego

# Harbor Drive Pedestrian Bridge



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# Current sources of funding



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SOURCE	ENTITY	TYPE OF \$	AMOUNT
Public - local	Redevelopment Agency/CCDC	Tax Increment (T.I.)	\$11,296,570
Public - state	State of California/California Transportation Commission	State Transportation Improvement Program (STIP)	\$229,400
Public - federal	Federal Highway Administration (FHWA)	Transit Enhancements (TE) (SANDAG'S Pilot Smart Growth Incentive Program \$)	\$1,770,600
Public - federal	FHWA	Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) (earmark legislation - 2005)	\$2,800,000
		<b>SUBTOTAL - PUBLIC \$</b>	<b>\$16,096,570</b>
Private	JMI Realty, Inc.	Private	\$4,900,000
		<b>SUBTOTAL - PRIVATE \$</b>	<b>\$4,900,000</b>
Gap Funding	Presently borrowed from other Agency projects		\$8,400,000
		<b>TOTAL - PUBLIC &amp; PRIVATE \$</b>	<b>\$29,396,570</b>

Harbor Drive Pedestrian Bridge  
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# Uses of Funds



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<b><u>Uses of Funds</u></b>	
Reyes construction contract	\$22,051,956
Construction contingency	\$3,307,793
Permits/Oversight	\$3,324,644
Right of Way (easement acquisitions, railroad flagging, railroad permitting)	\$444,300
Soft Cost Contingency	\$263,826
<b>Total</b>	<b><u>\$29,392,519</u></b>

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