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DEPARTMENT of PUBLIC WORKS

County of Lassen



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D3
2023/43

This Item Tabled during 4/25/23 BOS Meeting
and continued to 5/9/23 BOS meeting.

April 17, 2023

TO: Board of Supervisors
Agenda Date: April 25, 2023

FROM: Department of Public Works/Transportation

SUBJECT: Agreement with Union Pacific Railroad for a Public Road Crossing Improvement
Project on Hackstaff Road

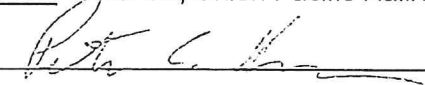
RECOMMENDATION: That the Board of Supervisors: 1) Approve entering into agreement with Union Pacific Railroad to improve and maintain an at grade crossing on Hackstaff Road; 2) Authorize the Director of Public Works to sign agreement.

DISCUSSION: The Public Works/Transportation Department has a project funded by Caltrans in the amount of \$759,375 to improve the Union Pacific Railroad (UPRR) Crossing on Hackstaff Road. The County's scope of work includes new paving, signing and striping up the limits of UPRR. Union Pacific Railroad will be installing new track panels, crossing surfaces, signals and gate arms. The agreement details responsibilities, including scope of work, for both the County and UPRR.

The agreement has been reviewed by County Counsel.

FINANCIAL IMPACT: Project is funded by Caltrans.

OTHER AGENCY INVOLVEMENT: Caltrans, Union Pacific Railroad

DEPARTMENT APPROVAL:  _____

REVIEWED FOR AGENDA: _____

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

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

RECITALS

In accordance with the terms and conditions of this Agreement, Agency and Railroad desire to improve the existing, at-grade crossing area (the "**Project**") along, over and across Railroad's track and right of way, as such crossing area is more particularly described on Exhibit A attached hereto (the "**Crossing Area**").

AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

1. The work to be performed by the Railroad in connection with the Project is described on Exhibit B and, to the extent that the Project includes signal improvement work, Exhibit B-2 attached hereto, as set forth in that certain Service Contract (Contract No. 75LX309) dated effective April 3rd, 2018 (the "**Section 130 Contract**") between California Department of Transportation ("**Caltrans**") and the Railroad (collectively, the "**Section 130 Work**"). The Section 130 Work shall be performed by the Railroad, at Caltrans' sole cost and expense, in accordance with the terms and conditions of the Section 130 Contract, and the Railroad shall be reimbursed by Caltrans for the Section 130 Work pursuant to the terms and conditions of the Section 130 Contract.
2. To the extent that the Project includes (a) the interconnection of Railroad's grade crossing warning devices with Agency's highway traffic control signals and (b) coordinating the operation of such signals (collectively, the "**Signal Interconnect Work**"), such interconnection and coordination work shall be performed pursuant to the terms set forth in Exhibit C.
3. If Agency will be performing any Project work, such work is described on Exhibit B attached hereto ("**Agency Work**"). Agency shall perform the Agency Work, if any, at its sole cost, and Railroad consents to Agency (or any contractor or other agent hired by Agency) performing the Agency Work within the Crossing Area, subject to complying with the terms and conditions of this Agreement. Agency shall be responsible for the safe conduct and adequate policing and supervision of the Agency Work, and Agency acknowledges and agrees that the Agency Work shall be performed so as to not obstruct, endanger, interfere with, hinder or delay maintenance or operation of Railroad's track or facilities, any communication or signal lines, installations or any appurtenances thereof or

the operations of others lawfully occupying or using Railroad's property or facilities. Railroad's consent shall not be deemed to grant Agency (or any contractor or other agent hired by Agency) any property interest in the Crossing Area or other Railroad property.

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

5. No work of any kind shall be performed, and no person, equipment, machinery, tools, materials, vehicles or other items shall be located, operated, placed or stored within twenty-five (25) feet of any track at any time for any reason except as otherwise provided herein. Prior to commencing any Agency Work within the Crossing Area, and if the performance of any Agency Work requires any person or equipment to be within twenty-five (25) feet of any track, Agency shall provide Railroad at least thirty (30) working days advance notice of the performance of such proposed work, and upon Railroad's receipt of such notice, Railroad will determine and inform Agency whether a flagman need to be present or whether Agency needs to implement any special protective or safety measures. In the event that flagging or other special protection or safety measures are required to be performed in connection with the Railroad Work specifically or the Project generally, and regardless if the costs for such measures are included in the Estimate, Agency shall be responsible for such costs incurred in connection therewith in an amount proportionate to Agency's share of actual costs for the Railroad Work, as such percentage is more particularly set forth in the Estimate. As an example and for purposes of clarification only, if Agency is responsible for one hundred percent (100%) of actual costs for the Railroad Work as set forth in the Estimate, then Agency would be responsible for one hundred percent (100%) of the costs for flagging or any other special protection or safety measures.

6. Prior to commencing any Agency Work, Agency shall telephone (or shall cause its contractor or agent to telephone) Railroad during normal business hours (7:00 a.m. to 9:00 p.m., Central time, Monday through Friday, except holidays) at 1-800-336-9193 to determine if fiber optic cable is buried anywhere on Railroad's property to be used in connection with the Agency Work. If fiber optic cable is present, Agency (or its contractor or agent, as applicable), at Agency's sole cost, will telephone the telecommunication company(ies) involved and make arrangements for a cable locator and, if applicable, for relocation or other protection of fiber optic cable. Agency and/or its contractors or agents, as applicable, shall not commence any Agency Work until the process set forth in this Section has been completed.

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

COUNTY OF LASSEN, CALIFORNIA

UNION PACIFIC RAILROAD COMPANY,
a Delaware Corporation

Signature

Signature

Printed Name

Peggy Ygbuhay

Printed Name

Title

Manager I, Industry & Public Projects

Title

Exhibit A

Description of Crossing Area

Hackstaff Road At-Grade Public Road Crossing
(DOT No. 834611U)
Mile Post 362.40 – Winnemucca Subdivision
City of Doyle, County of Lassen, State of California

Exhibit B

Scope of Work

Railroad Work:

1. Removal of 2 existing 40 ft. concrete crossing surfaces
2. Removal of 2 existing 80 ft. track panels
3. Install 2 new 40 ft. concrete crossing surfaces
4. Install 2 new 80 ft. track panels
5. Install 2 gate mechanisms
6. Install signal house
7. Install new power drop

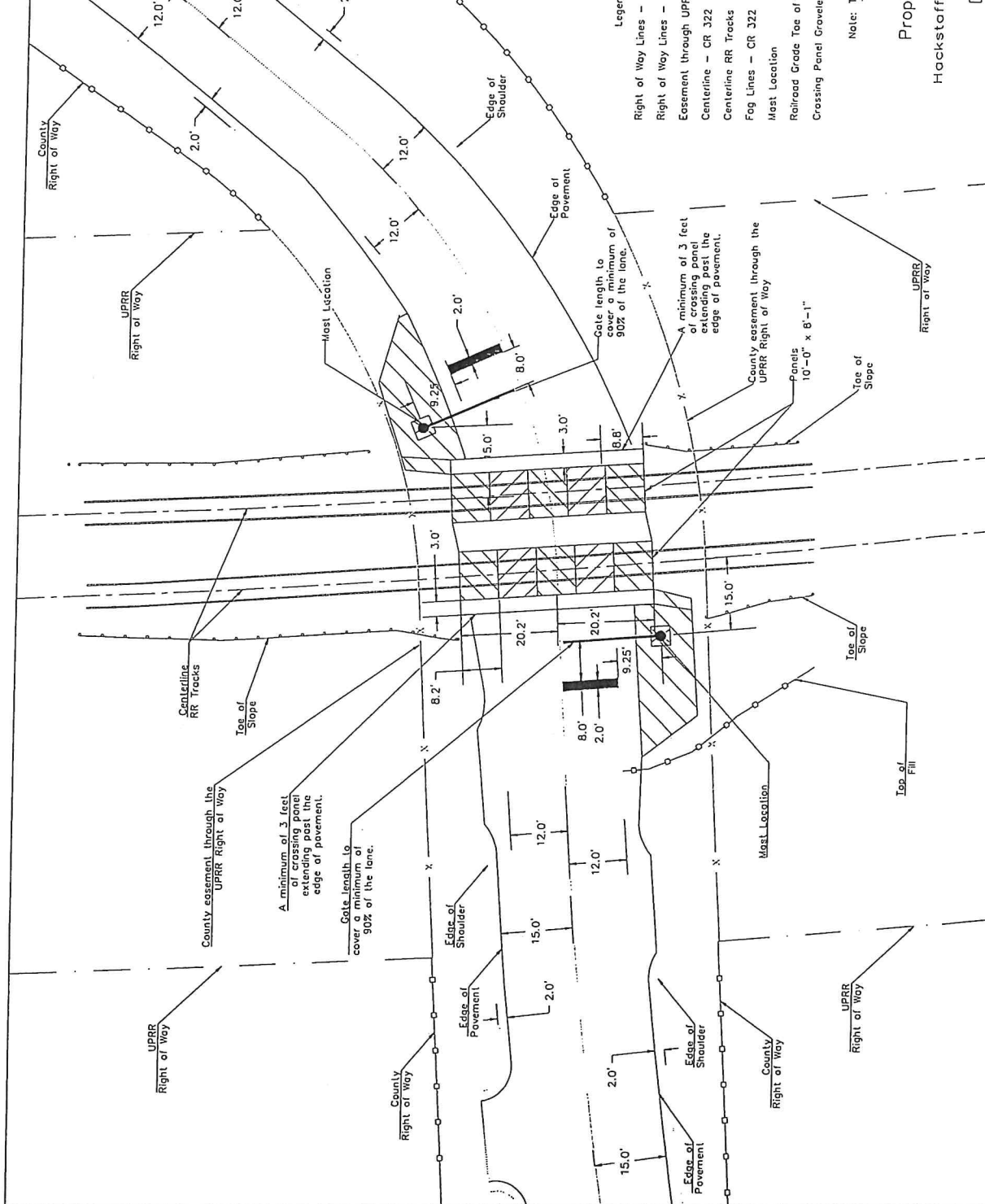
Agency Work:

1. Install new roadway pavement, signing and striping in accordance with Exhibit B-1, plans prepared by Agency, sheets 6 and 7, dated 11/13/2020

Exhibit B-1

(see attached)

DIST	COUNTY	PROJECT NAME	SHEET NO.	TOTAL SHEETS
2	Los Angeles	Hockstorf Railroad Crossing	0.00 to 0.11	6
				7



DESIGNED		O. Erngo		9/2020		P. Hahnblinger		9/2020	
CHECKED									
REVISION									
DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE

Note: This Drawing was generated in AutoCAD Civil 3D 2018.

- Legend
- Right of Way Lines - UPRR
 - Right of Way Lines - County
 - Easement through UPRR Ro/W
 - Centerline - CR 322
 - Centerline RR Tracks
 - Fog Lines - CR 322
 - Moist Location
 - Railroad Grade Toe of Slope
 - Crossing Panel Graveled Area

Note: The existing footprint is 15,667 ft²
The proposed footprint is 20,500 ft²

Proposed Improvements
for
Hockstorf Road Railroad Crossing
in
Doyle, California
Date 11/13/2020

COUNTY OF LASSEN
PROJECT ENGINEER - David John Erngo

Exhibit B-2

Signal Front Sheet

(see attached)

Exhibit C

Signal Interconnect Work Terms

1. Plans. Agency, at its expense, shall prepare, or cause to be prepared by others, the detailed plans and specifications for the Signal Interconnect Work and submit such plans and specifications to Railroad's Assistant Vice President Engineering-Design, or his authorized representative, for prior review and approval. The plans and specifications shall include, as applicable, traffic signal timing and wiring diagram for the traffic controller unit, the installation method for any work that involves boring under the track, and specifications for underground wireline facilities crossing Railroad tracks and right-of-way. Agency agrees to provide the traffic signal timing and wiring diagram for the traffic controller unit to Railroad at least two (2) months prior to the traffic signal controller bench testing and/or four (4) months prior to the proposed cutover with Railroad. The final one hundred percent (100%) completed plans for the Signal Interconnect Work that are approved in writing by Railroad's Assistant Vice President Engineering-Design, or his authorized representative, are hereinafter referred to collectively as the "**Plans**" and specifically include the signal design schematic marked Exhibit C-1 (the "**Designs**") and the under-track boring drawing marked Exhibit C-2 (the "**Standard Drawing**"), with both exhibits being attached hereto. No changes in the Plans shall be made unless Railroad has consented to such changes in writing. Railroad's review and approval of the Plans will in no way relieve Agency (or any contractor or other agent hired by Agency) from its responsibilities, obligations and/or liabilities under this Agreement, and will be given with the understanding that Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of the Plans and that any reliance by Agency (or any contractor or other agent hired by Agency) on the Plans is at the risk of Agency (or any contractor or other agent hired by Agency).
2. Condition Precedent to Performance of Agency Work. Prior to commencement of the portion of the Agency Work related to the Signal Interconnect Work by Agency (or any contractor or other agent hired by Agency) in the Crossing Area, Agency shall, or shall require its contractor or agent to, (a) obtain Railroad approval of the Plans in accordance with Section 1 of this Exhibit C, including the installation method for underground wireline facilities and/or any work that involves boring under the track, and (b) notify Railroad pursuant to the terms and conditions of this Agreement.
3. Signal Failure/ Interference. Each of Railroad (with respect to its grade crossing warning devices) and Agency (with respect to its highway traffic control signals) shall take all suitable precautions to prevent any interference (by induction, leakage of electricity or otherwise) with the operation of the other party's signals or communication lines, or those of its tenants; and if, at any time, the operation or maintenance of its signals results in any electrostatic effects, the party whose signals are causing the interference shall, at its expense, immediately take such action as may be necessary to eliminate such interference. Except as set forth in this Section, Agency shall not be liable to Railroad on account of any failure of Railroad's warning devices to operate properly, nor shall Railroad have or be entitled to maintain any action against Agency arising from any failure from Railroad's warning devices to operate properly. Similarly, Railroad shall not be liable to Agency on account of any failure of Agency's traffic signal to operate properly, nor shall

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

Exhibit C-1

Designs

See Exhibit B-1

Exhibit C-2

Standard Drawing

Intentionally Deleted.

Exhibit D

Reimbursement for Grade Crossing Warning Device Maintenance Costs

Agency and Railroad agree that Agency will pay for the cost of maintenance of the grade crossing warning devices located within the Crossing Area as allowed in California Public Utilities Code Section 1202.2.