



Staff Report

September 8, 2020

TO: Honorable Mayor and Members of the Town Council
FROM: Britton Snipes, Town Engineer/Public Works Director
DATE: September 8, 2020
RE: Reimbursement Agreement between Town of Loomis and Union Pacific Railroad for the Sierra College Boulevard Widening Project.

Recommendation

Staff recommends the Council adopt the attached resolution authorizing the Town Manager to enter into a reimbursement agreement with Union Pacific Railroad Company for the review of the Sierra College Boulevard Widening Project.

Issue Statement and Discussion

Town Staff is currently designing the Sierra College Boulevard Widening project (part of the Capital Improvement Plan). This project will widen Sierra College Boulevard from Brace Road to north of the railroad tracks that run parallel to Taylor Road. The traffic signal at Sierra College Boulevard and Taylor Road is connected to the railroad tracks and crossing arms so that the signal and crossing can work together.

Union Pacific needs to review the plans and specifications to ensure the equipment that we provide will work with their system and that all improvements that are built will not interfere with rail operations. Union Pacific has estimated \$50,000 to review and coordinate these improvements.

CEQA Requirements

CEQA clearance has been obtain through the project design process.

Financial and/or Policy Implications

The funds will come from transportation reserves. This project is part of the most recently-adopted CIP.

Attachment

- A. Resolution
- B. Reimbursement Agreement
- C. Road Crossing Checklist

TOWN OF LOOMIS

RESOLUTION NO. 20 - ____

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOOMIS
AUTHORIZING THE TOWN MANAGER TO ENTER INTO A REIMBURSEMENT AGREEMENT WITH
UNION PACIFIC RAILROAD COMPANY TO REVIEW THE SIERRA COLLEGE BOULEVARD
WIDENING PROJECT IN AN AMOUNT NOT TO EXCEED \$50,000,**

WHEREAS, the Town's Capital Improvement Program included the Sierra College Boulevard Widening Project between Brace Road and Taylor Road; and

WHEREAS, Union Pacific Railroad Company requires review of improvements that will affect their railroad tracks and right of way; and

WHEREAS, Union Pacific Railroad Company estimates this review of the Sierra College Boulevard widening Project will be in the amount of \$50,000; and

WHEREAS, the Town Manager is seeking authorization from the Town Council to enter into a reimbursement agreement with Union Pacific Railroad Company in the amount of \$50,000; and

NOW, THEREFORE BE IT RESOLVED, that the Loomis Town Council does hereby authorize the Town Manager to enter into a reimbursement agreement for said work in an amount of \$50,000.

PASSED AND ADOPTED this 8th day of September 2020, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Mayor

ATTEST:

Town Clerk

**UPRR REMS
Project 772748**

**REIMBURSEMENT AGREEMENT
PRELIMINARY ENGINEERING SERVICES**

Effective Date:

Agency: TOWN OF LOOMIS, CALIFORNIA

Estimate: \$50,000.00

THIS REIMBURSEMENT AGREEMENT (**Agreement**) is made and entered into as of the **Effective Date**, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (**Railroad**), and AGENCY (**Agency**).

RECITALS

A. Agency desires to initiate the project more particularly described on Exhibit A attached hereto (the "Project").

B. The Project will affect Railroad's track and right of way at or near the Project area more particularly described on Exhibit A.

C. Railroad agrees to collaborate with Agency on the conceptualization and development of the Project in accordance with the terms and conditions of this Agreement.

AGREEMENT

1. NOW THEREFORE, the parties hereto agree as follows:

2. Railroad, and/or its representatives, at Agency's sole cost and expense, agrees to perform (or shall cause a third-party consultant to perform on Railroad's behalf) the preliminary engineering services work described on Exhibit B attached hereto (**PE Work**). Agency acknowledges and agrees that: (a) Railroad's review of any Project designs, plans and/or specifications, as part of the PE Work, is limited exclusively to potential impacts on existing and future Railroad facilities and operations; (b) Railroad makes no representations or warranties as to the validity, accuracy, legal compliance or completeness of the PE Work; and (c) Agency's reliance on the PE Work is at Agency's own risk.

3. Notwithstanding the Estimate (**Estimate**), Agency agrees to reimburse Railroad and/or Railroad's third-party consultant, as applicable, for one hundred percent (100%) of all actual costs and expenses incurred for the PE Work. During the performance of the PE Work, Railroad will provide (and/or will cause its third-party consultant to provide) progressive billing to Agency based on actual costs in connection with the PE Work. Within sixty (60) days after completion of the PE Work, Railroad will submit (and/or will cause its third-party consultant to submit) a final billing to Agency for any balance owed for the PE Work. Agency shall pay Railroad (and/or its third-party consultant, as applicable) within thirty (30) days after Agency's receipt of any progressive and final bills submitted for the PE Work. Bills will be submitted to the Agency using the contact information provided on **Exhibit C**. Agency's obligation hereunder to reimburse Railroad (and/or its third-party consultant, as applicable) for the PE Work shall apply regardless if Agency declines to proceed with the Project or Railroad elects not to approve the Project.

4. Agency acknowledges and agrees that Railroad may withhold its approval for the Project for any reason in its sole discretion, including without limitation, impacts to Railroad's safety, facilities or operations. If Railroad approves the Project, Railroad will continue to work with Agency to develop final plans and specifications and prepare material and force cost estimates for any Project related work performed by Railroad.

5. If the Project is approved by Railroad, Railroad shall prepare and forward to Agency a Construction and Maintenance Agreement (**C&M Agreement**) which shall provide the terms and conditions for the construction and ongoing maintenance of the Project. Unless otherwise expressly set forth in the C&M Agreement, the construction and maintenance of the Project shall be at no cost to Railroad. No construction work on the Project affecting Railroad's property or operations shall commence until the C&M Agreement is finalized and executed by Agency and Railroad.

6. 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.

7. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

8. This Agreement sets forth the entire agreement between the parties regarding the Project and PE Work. To the extent that any terms or provisions of this Agreement regarding the PE Work are inconsistent with the terms or provisions set forth in any existing agreement related to the Project, such terms and provisions shall be deemed superseded by this Agreement to the extent of such inconsistency.

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

TOWN OF LOOMIS, CALIFORNIA

UNION PACIFIC RAILROAD COMPANY,
a Delaware Corporation

Signature

Signature

Printed Name

Peggy Ygbuhay
Printed Name

Title

Manager I, Engineering - Public Projects
Title

Exhibit A

Project Description and Location

Project Description

Town of Loomis, CA proposes to widen pavement on Sierra College Boulevard between Taylor Road and the crossing referred to below in order to accommodate a new south bound right turn lane, as well as relocate two existing signal traffic poles and install new curb ramps at said crossing. Crossing improvements as determined by the diagnostic team pursuant to CA MUTCD 8A.01.

Location

Roseville Subdivision

DOT	Crossing Type	Milepost	Street Name
750573C	Public	112.89	Sierra College Boulevard

Exhibit B

Scope of Project Services

Scope of work includes, but is not limited to the following

- Field diagnostic(s) and inspections
- Plan, specification and construction review
- Project design
- Preparation of Project estimate for force account or other work performed by the Railroad
- Meetings and travel

Exhibit C
Billing Contact Information

Name	Brit Snipes
Title	Public Works Director
Address	3665 Taylor Road, Loomis, CA, 95650
Work Phone	(916) 652-1840
Cell Phone	
Email	BSnipes@loomis.ca.gov
Agency Project No.	

Road Crossing Checklist

In order for Union Pacific to review your proposed project, you need to provide a Preliminary Engineering Agreement, location map and concept Plan. It is not implied that your project shall be accepted or approved by Union Pacific by executing a Preliminary Engineering Agreement.

The following checklist is meant to assist your agency and Union Pacific in assuring an accurate scope of work and a clear understanding of the agency's project by creating a detailed plan and profile. If you have additional details available that were not included in this checklist, please provide them as an attachment with your Concept Plan. Your Concept Plan should be presented on 11 x 17-inch paper with a scale of 1 inch to 20 feet.

DETAIL	PROVIDED	N/A
Scope of Work detailing work to be done by Agency and/or Railroad	X	
Show existing and proposed Roadway Right of Way lines	X	
Show existing Railroad Right of Way	X	
Degree of angle of roadway intersection at railroad crossing.		X
Number & width of roadway lanes	X	
Number & width of shoulders	X	
Number & width of sidewalks	X	
Width of median	X	
Degree of curvature and profile grade of roadway on railroad right of way		X
Existing or proposed super elevation of roadway over on railroad right of way		X
Curbing type		X
Number, length, width and distance to near rail of medians	X	
Existing and proposed pavement markings	X	
Fencing		X
Illumination	X	
Photos of all four quadrants of project location.	X	
Direction of traffic per lane	X	
Existing and proposed warning device type and location as selected by highway authority consistent with applicable Federal and State Guidelines and Regulations.	X	
Distance from near rail to parallel roadway	X	
Intersection within 200 ft of railroad.	X	
Traffic signal within 200 ft of a railroad.	X	
Location of traffic signal on railroad right of way	X	
Existing and proposed pre-emption type and requested timing		X
Existing and proposed utilities locations and types		X
Location of existing signboards/billboards		X
Traffic type (public, industrial, commercial, agricultural, residential)	X	
Existing and proposed traffic counts.	X	
Existing agreements with railroad.		X
Deeds, surveys, legal description of property to be accessed by private crossing		X



June 25, 2020

SIERRA COLLEGE BOULEVARD/TAYLOR ROAD INTERSECTION IMPROVEMENTS

SCOPE OF WORK

The Town of Loomis is interested in constructing a short right turn pocket in the southbound direction on Sierra College Boulevard at the Sierra College Boulevard/Taylor Road intersection between the intersection and the adjacent Union Pacific Railroad (UPRR) crossing (Crossing No. 750573C). The turn pocket would add approximately 12 feet of pavement width by approximately 75 feet long to Sierra College Boulevard between the tracks and Taylor Road. Improvements would be kept at least 10 feet away from the tracks. New curb ramps would be constructed at the intersection, and two traffic signal poles would be relocated. No modifications are proposed at the crossing. Right of way records show that this area is entirely within UPRR right of way. See attached Concept Plan for details.

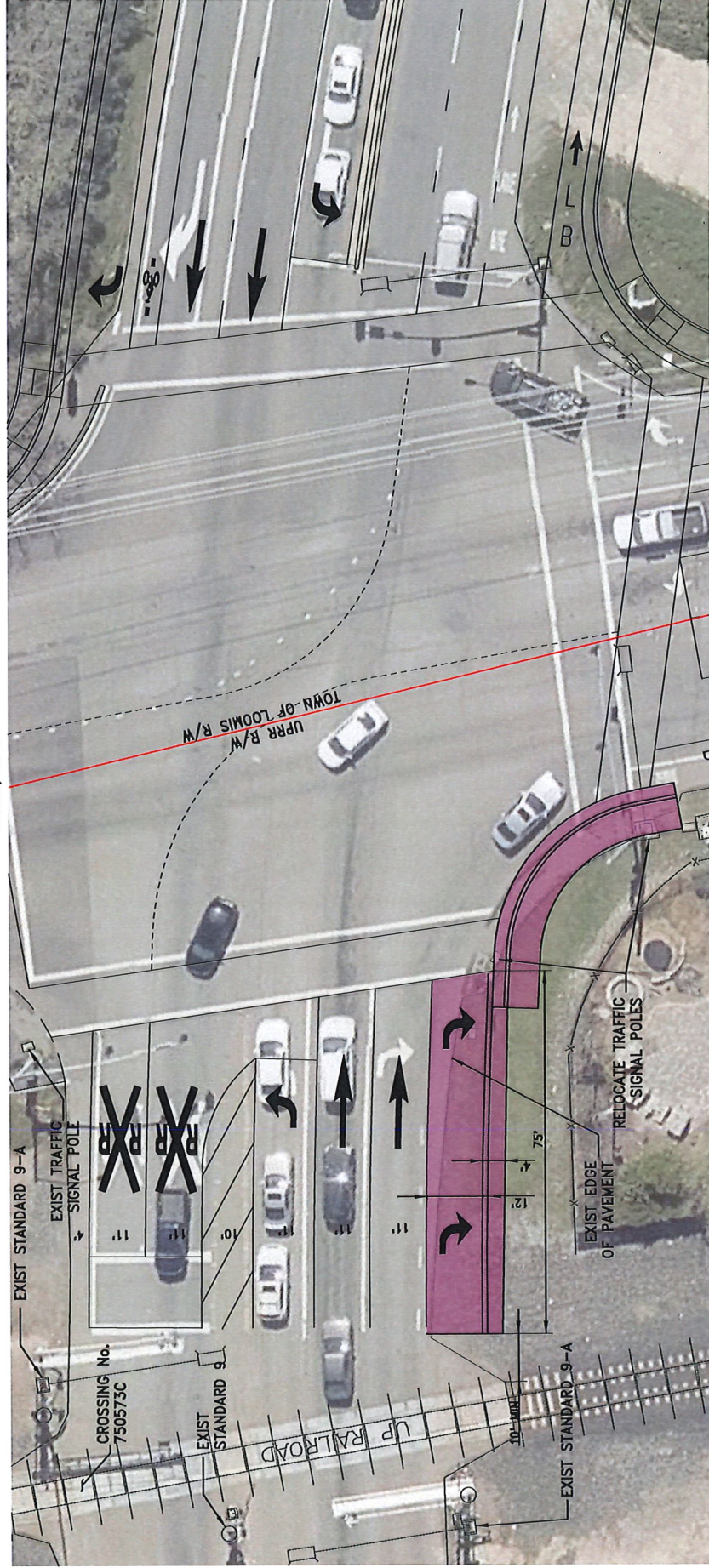
EXISTING CONDITIONS

Sierra College Boulevard is currently 5 lanes wide between Taylor Road and the UPRR crossing, with 11 foot lanes and a 6 foot striped median. The railroad crossing is a public crossing with a Standard 9-A warning devise in the approach direction in both northbound and southbound Sierra College Boulevard, and a single Standard 9 in the median in the southbound direction. The signalized intersection of Sierra College Boulevard/Taylor Road is located approximately 90 feet south of the centerline of the tracks. The existing traffic signal at Sierra College Boulevard/Taylor Road is connected to the crossing gates for signal pre-emption. No change to the pre-emption is proposed. The intersection is illuminated but the crossing is not. The northern half of the intersection is within UPRR right of way.

CONCEPT PLAN - ADDITION OF RIGHT OF TURN POCKET SIERRA COLLEGE BLVD/TAYLOR RD INTERSECTION

TOWN OF LOOMIS CALIFORNIA

JUNE, 2020



SCALE: 1" = 20'

PROPOSED IMPROVEMENTS

UPRR RIGHT OF WAY



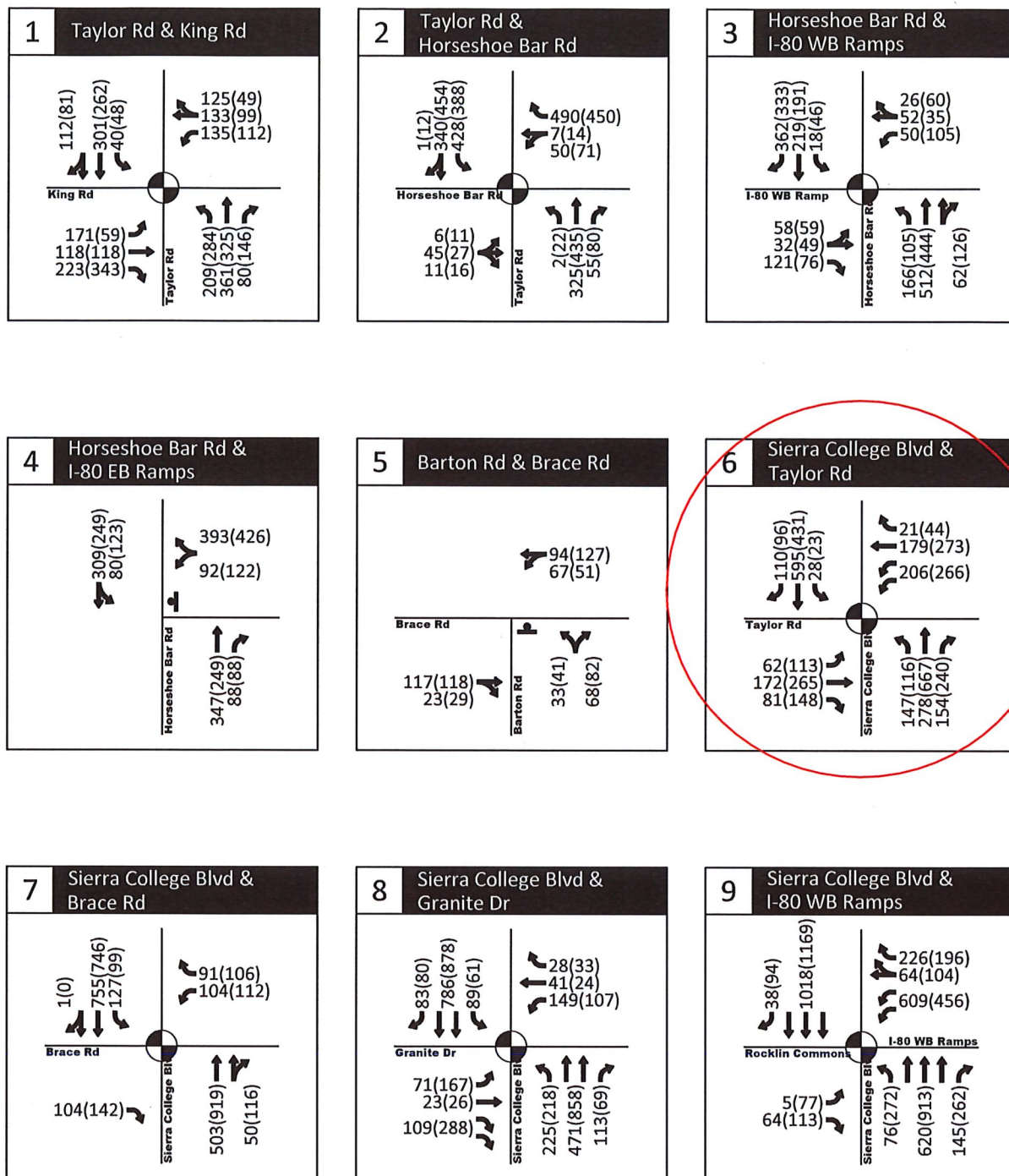
WOOD RODGERS

BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C St, Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767









AM(PM) - Weekday Traffic Volume



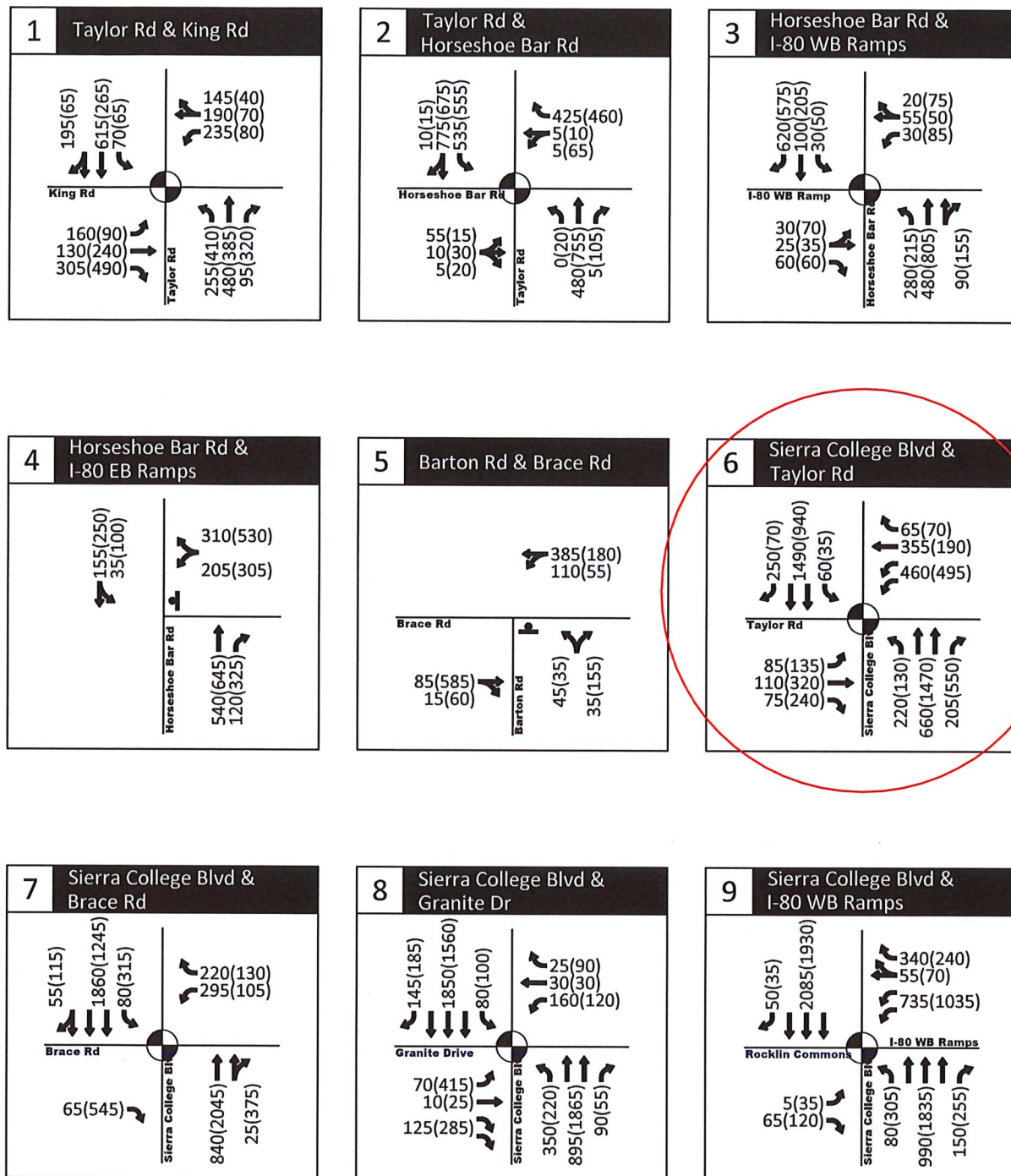
- Stop Sign



- Traffic Signal

Existing Traffic Conditions
 Weekday AM and PM Peak Hours
 Loomis, California

Figure
 4A



AM(PM) - Weekday Traffic Volume



- Stop Sign



- Traffic Signal

Cumulative Long Term Traffic Conditions
 Weekday AM and PM Peak Hours
 Loomis, California

Figure
 26A