



DATE: October 7, 2020

TO: Honorable Mayor and City Councilmembers

FROM: Development Services Department

SUBJECT: **ACTIONS RELATED TO THE OCEANSIDE MAINLINE RAILROAD CROSSING SAFETY (QUIET ZONE) PROJECT**

SYNOPSIS

Staff recommends that the City Council approve an increase to the purchase order to North County Transit District (NCTD) in the amount of \$35,858 for purchase orders totaling a not to exceed amount of \$547,013, for custom programming of positive train control, inspection, and oversight; approve Change Order 3 to the Public Works Agreement with Balfour Beatty Infrastructure, Inc. in the amount of \$1,456,912 for a total contract amount not to exceed \$4,823,730, for additional quiet zone improvements; approve Amendment 3 to the Professional Services Agreement with RailPros, Inc. in the amount of \$716,816 for a total contract amount not to exceed \$2,137,413, for additional design and construction management services; authorize an appropriation of funds in the amount of \$2,000,000 for the Oceanside Mainline Railroad Crossing Safety Improvement (Quiet Zone) project; authorize the Financial Services Director, or designee, to execute the purchase order; authorize the City Engineer to execute the change order; and authorize the City Manager to execute all related documents.

BACKGROUND

The purpose of the Quiet Zone project is to reduce the incidence of train horn noise in the Downtown area while improving pedestrian and vehicle safety at five at-grade crossings along the coastal rail corridor in Oceanside.

On October 20, 2016, NCTD approved Board Policy No. 18, Railroad Crossing Quiet Zones and Wayside Horn System. The policy (Attachment 1) states that NCTD will maintain Quiet Zone-related equipment, which includes the crossing arms, flashing signals and audible bells. The policy also requires the implementation of a Quiet Zone project to be cost-neutral to NCTD.

On February 1, 2017, the City Council approved the plans and specifications for the Railroad Crossing Safety (Quiet Zone) Improvements Project and on August 9, 2017, the City Council awarded a \$3,183,468 Public Works Agreement to Balfour Beatty Infrastructure for the Oceanside Mainline Railroad Crossing Improvement (Quiet Zone) project. The work includes sidewalk crossing arms, push gates and fencing to protect pedestrians at the railroad crossings. The project also replaces and upgrades NCTD's

existing signal equipment to work with the existing vehicle crossing gates and the new City traffic signals on Mission Avenue. These improvements are a prerequisite to the City obtaining approval for a railroad Quiet Zone.

Because the NCTD programming services by Pacific Railway Enterprises, Inc. (PRE) are part of the deliverables required make the safety systems functional, NCTD requires the City to pay NCTD the full amount of the task order in advance of PRE doing the work. The City funds will be held on deposit by NCTD and used to pay PRE invoices. Purchase orders for NCTD deposit accounts totaling \$520,641 to date include:

- From August 2015 to March 2018, staff administratively approved payments amounting to \$44,900 for project development services.
- March 28, 2018, the City Council approved a purchase order in the amount of \$401,308 to NCTD for inspection and oversight work to be performed during the construction of the Quiet Zone improvements.
- On November 7, 2018, the City Council approved a purchase order in the amount of \$51,957 to NCTD for custom programming of the new railroad signals in the Quiet Zone.
- On September 15, 2020, staff administratively approved a payment in the amount of \$22,476 to NCTD for reprogramming of the NCTD Positive Train Control system to recognize the Oceanside crossings as a Quiet Zone.

On May 9, 2019, Change Order No. 1 to the PWA with Balfour Beatty in the amount of \$24,999.99 was administratively approved for communication cable and temporary electrical services for the railroad equipment hut at Mission Avenue.

On February 12, 2020, Change Order No. 2 to the PWA with Balfour Beatty in the amount of \$158,350 was administratively approved for additional improvements required by the Federal Railroad Administration (FRA) and California Public Utilities Commission (CPUC). The need for these additional improvements was identified in an FRA inspection report dated July 30, 2019.

ANALYSIS

The purpose of the Oceanside Mainline Railroad Safety Improvement Project is to construct grade crossings that are eligible for an FRA Quiet Zone. The design consists of pedestrian gates and computerized controllers that operate gates, new secondary traffic signal at the Mission Avenue crossing, systems detecting and reporting train movement, and associated street improvements.

Throughout the duration of construction of the City's Mainline Railroad Safety Improvements Project, NCTD has continuously maintained and improved their facilities in the San Diego (Oceanside Mainline) and Escondido (SPRINTER) Subdivisions. NCTD provided the City's design consultant, RailPros, with re-issued as-built drawings and subdivision detection system changes that impacted the City's original design. During

construction, the City project plans were revised to accommodate the NCTD improvements and issued to the City's contractor to be incorporated into the ongoing Quiet Zone project.

Change Order No. 1 compensated the contractor for the provision of temporary power to a railroad equipment hut at Mission Avenue for train operations. Change Order No. 2 compensated the contractor for additional improvements that were reported by the FRA as not meeting its 2019 regulations. Change Order No. 3 will compensate the contractor for:

- Additional improvements to avoid conflicts with the existing DAX railroad communication cable;
- Modification of concrete medians and curbs;
- NCTD detection system changes within the proposed Oceanside Quiet Zone limits;
- Extra work at the Oceanside Transit Center to incorporate a southerly pedestrian crossing into the quiet zone and add a northerly pedestrian walkway from the train platform to Mission Avenue along the eastern edge of the railroad right of way;
- Installation of a traffic signal at the Mission Avenue/Myers Street intersection; and
- Railroad safety coordination and monitoring by the NCTD authorized railroad consultant.

Amendment 3 to the PSA with RailPros and the increase to the Purchase Order with NCTD provide for the engineering, construction support, inspection, City/NCTD coordination, and City/FRA and CPUC coordination associated with this proposed construction.

Balfour Beatty Infrastructure's current construction schedule runs through December 2020. After completion of the work, a three-month testing, inspection, and permit process follows before the Quiet Zone becomes effective. Agencies involved in the three-month process are NCTD, AMTRAK, BNSF, Southern California Regional Rail Authority (SCRRA), Pacific Sun Railroad (PSRR), CPUC, and FRA. The FRA, having regulatory jurisdiction over the NCTD's San Diego Subdivision, will make the final determination on the adequacy of the completed safety improvements using the Quiet Zone Risk Index (QZRI) for Oceanside based on the final FRA Risk Index with Horns (RIWH) threshold calculation.

FISCAL IMPACT

The change order amount with NCTD is \$35,858, the change order with Balfour Beatty Infrastructure, Inc. is \$1,456,912, Amendment 3 with RailPros, Inc. is \$716,816, and construction management/contingency is \$111,002; for a total amount of \$2,320,588. The Mission & Myers Traffic Signal and the Mission/E of Myers Design & Reconstruction projects are currently budgeted for \$245,588 in 903151817508.5703.10600 and \$75,000 in 902165020212.5703.10600 respectively.

Staff is requesting to use fund balances in the amount of \$2,000,000 to pay for the change orders as well as contingencies; \$785,850 from the Thoroughfare/Signals Fund 562.3020, \$138,000 from the SB1 Fund 265.3010 and \$1,076,150 from the Thoroughfare Regional Transportation Corridor Improvement Program (RTCIP) funds in Fund 561.3020. The appropriations will be distributed across five project accounts as shown in the table below.

DESCRIPTION	Construction Costs	Cost Share by Funding/Accounts				
		Pedestrian Safety Improvement	Traffic Signal Queue Cutter Safety Improvement	FRA Improvements	Mission & Myers Traffic Signal	Mission/E of Myers-Design & Reconst.
		902167720265.5703.10600	902167720562.5703.10600	901168020561.5703.10600	903151817508.5703.10600	902165020212.5703.10600
Balfour Beatty PWA CCO #3 (Construction Contract)	\$ 1,456,912	\$ 86,640	\$ 493,370	\$ 675,630	\$ 154,185	\$ 47,087
RailPros PSA Amendment #3 (Design Support and Construction Management)	\$ 716,816	\$ 42,627	\$ 242,745	\$ 332,415	\$ 75,860	\$ 23,169
NCTD Purchase Order increase (Programming, Inspection, Testing)	\$ 35,858	\$ 2,132	\$ 12,145	\$ 16,630	\$ 3,794	\$ 1,157
Construction Management/Contingencies	\$ 111,002	\$ 6,600	\$ 37,590	\$ 51,475	\$ 11,749	\$ 3,588
Total Estimated Costs	\$ 2,320,588	\$ 138,000	\$ 785,850	\$ 1,076,150	\$ 245,588	\$ 75,000

Funding sources are the Gas Tax SB1 restricted fund 265 which has an available unallocated balance of approximately \$138,023; the Thoroughfare/Signal fund 562 which has an available unallocated balance of \$785,851, and the Thoroughfare Fund 561 which has an available unallocated balance of \$3,549,479. Therefore, sufficient funds are available.

Staff is also pursuing the California State Department of Transportation for additional funds to the Mainline project in the amount of approximately \$350,000. Should those funds be approved, the amount appropriated from the Thoroughfare Fund 561 shall be reduced.

ENVIRONMENTAL REVIEW

Planning Division staff has completed a preliminary review of this project in accordance with the California Environmental Quality Act of 1970. Based on that review, staff finds that the proposed project constitutes minor alterations of existing facilities that will not involve expansion beyond what exit on-site at this time, and the project is categorically exempt, Class 1, "Existing Facilities" (Section 15301).

INSURANCE REQUIREMENTS

The City's standard insurance requirements will be met.

COMMISSION OR COMMITTEE REPORT

Does not apply.

CITY ATTORNEY'S ANALYSIS

The referenced documents have been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff recommends that the City Council approve an increase to the purchase order to North County Transit District (NCTD) in the amount of \$35,858 for purchase orders totaling a not to exceed amount of \$547,013, for custom programming of positive train control, inspection, and oversight; approve Change Order 3 to the Public Works Agreement with Balfour Beatty Infrastructure, Inc. in the amount of \$1,456,912 for a total contract amount not to exceed \$4,823,730, for additional quiet zone improvements; approve Amendment 3 to the Professional Services Agreement with RailPros, Inc. in the amount of \$716,816 for a total contract amount not to exceed \$2,137,413, for additional design and construction management services; authorize an appropriation of funds in the amount of \$2,000,000 for the Oceanside Mainline Railroad Crossing Safety Improvement (Quiet Zone) project; authorize the Financial Services Director, or designee, to execute the purchase order; authorize the City Engineer to execute the change order; and authorize the City Manager to execute all related documents.

PREPARED BY:

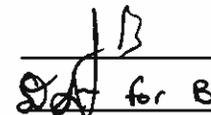

David Toschak
Principal Engineer

SUBMITTED BY:


Deanna Lorson
City Manager

REVIEWED BY:

Jonathan Borrego, Deputy City Manager
Brian K. Thomas, City Engineer
Kiel Koger, Public Works Director
Jane McPherson, Financial Services Director



for Brian Thomas


JH for JH

ATTACHMENTS:

- 1 NCTD Board Policy No. 18
- 2 PRE Task Order and Invoice
- 3 RailPros PSA Amendment No. 3
- 4 Balfour Beatty PWA Change Order No. 3



Board Policy No. 18 Railroad Crossing Quiet Zones and Wayside Horn Systems

Summary

This policy addresses accountability and liability for specific areas of quiet zones and wayside horn systems implementation.

Background

On September 18, 2006, the Federal Railroad Administration (FRA) implemented its final rule regarding requirements for the sounding of locomotive horns for at-grade public crossings in 49 CFR Part 222 and 229, more commonly known as the Train Horn Rule.

49 CFR Part 222 enables a public authority (herein referred to as "City"), defined as public entities responsible for traffic control and law enforcement at public highway-rail grade crossings, but not railroads or train operators, to establish "Quiet Zones." In addition, 49 CFR Part 222 establishes the requirements of Cities or NCTD to implement the use of Wayside Horn Systems at highway-rail grade crossings. The implementation of Quiet Zones and Wayside Horn Systems allow for locomotive horns not to be routinely sounded at public highway-rail grade crossings during normal operations, provided minimum safety requirements and thresholds are met.

NCTD is the owner of and maintains the railroad facility and rights-of-way between the Orange/San Diego County boundary and the Del Mar/San Diego City boundary (a portion of the "San Diego Subdivision"), and between Oceanside and Escondido ("Escondido Subdivision").

NCTD maintains the railroad facility between the Del Mar/San Diego City boundary and "E" Street in the City of San Diego, pursuant to a joint use agreement.

Certain Cities and the County of San Diego have, or may indicate a desire to establish, Quiet Zones or implement the use of Wayside Horn Systems on the rail right-of-way within their boundaries.

NCTD desires to cooperate with the Cities who wish to pursue and establish Quiet Zones or use Wayside Horn Systems under the federal regulation so as to encourage improved grade crossing safety and consistency of design, construction, maintenance, and operation of the NCTD system and railroad infrastructure.

The federal regulation enhances the safety of grade crossings included within Quiet Zones and establishes a federal standard of care, which preempts state rules and tort law for the purpose of providing immunity to NCTD, the Cities and the rail operators against liability for accidents at Quiet Zone grade crossings, if the supplementary safety measures, required by the federal regulation, Quiet Zones are present.

Purpose

NCTD adopts a position of support for Cities which seek to develop and fund future Quiet Zone and Wayside Horn projects within their jurisdictions pursuant to 49 CFR Part 222.

Board Policy No. 18 – Railroad Crossing Quiet Zones and Wayside Horn Systems

To ensure maximum safety, uniformity and reliability of all Quiet Zone and Wayside Horn related facilities NCTD shall develop standard procedures pursuant to the requirements of CFR 49 Part 222.

Lead Agency

The City seeking to establish a Quiet Zone or Wayside Horn System within its jurisdiction shall act as the lead agency and shall comply with the requirements set forth in 49 CFR Part 222. As the lead agency, the City is responsible for securing the funding, permitting, and approvals necessary to create a Quiet Zone or implement a Wayside Horn System and for producing studies and documentation as may be required by the regulations or administrative policies and procedures of the FRA, the California Public Utilities Commission (CPUC), and NCTD.

Cost-Neutral to NCTD

The evaluation, application, planning, development, and review processes necessary to implement a Quiet Zone or Wayside Horn System shall be cost neutral to NCTD. All costs incurred by NCTD in association with any Quiet Zone project, including but not limited to staff time, consultant fees, attorneys' fees, environmental studies, permits, inspection fees, flag-protection fees and engineering fees, will be reimbursed by the City under a construction and maintenance agreement ("Construction and Maintenance Agreement").

NCTD Assistance

NCTD shall offer its assistance to the City in the analysis, planning, and review required to evaluate the viability, design, and construction of improvements necessary to implement a Quiet Zone or Wayside Horn System.

Quiet Zone and Wayside Horn System Design

The design of all railroad improvements necessary for the implementation of a Quiet Zone or Wayside Horn System shall be supported by NCTD with approval of applicable regulatory entities, following comprehensive diagnostic reviews and processes. Said improvements may include, but are not limited to, warning devices, gates, power-out indicators, wayside horns, Quiet Zone confirmation signals, exit management systems, grade crossing panels, signal system modifications, additions and alterations of signal housing and cases, pedestrian control devices, third-party utility connections, relocations, modifications, upgrades, and in-pavement loop detectors, if applicable.

The design and costs associated with all non-railroad items including but not limited to paving, striping, pavement signage, curbs, medians, roadway signage, in-pavement loop detectors, and other traffic and pedestrian control devices shall be the responsibility of the City and shall be coordinated with the design of railroad improvements, as provided in the Construction and Maintenance Agreement.

Construction and Maintenance Agreement

NCTD and each City will enter into a Construction and Maintenance Agreement, which will contain all the pertinent provisions concerning the construction and maintenance of the crossing

Board Policy No. 18 – Railroad Crossing Quiet Zones and Wayside Horn Systems

improvements, right-of-entry and use provisions, relocation provisions, indemnification and insurance provisions, and the cooperation on defense provisions.

Construction

The construction of all railroad improvements necessary for the implementation of a Quiet Zone or Wayside Horn System shall be supported by NCTD.

Quiet Zones and Wayside Horn Systems will be constructed in a manner as to not interfere with the safe use of the railroad corridor during and subsequent to construction.

The Construction and Maintenance Agreement shall provide that the City shall pay the estimated cost of design and construction of all railroad improvements necessary for the implementation of the Quiet Zone or Wayside Horn System to NCTD, in advance.

The City shall be responsible for the construction and cost of all non-railroad items. All non-railroad related work shall be coordinated with railroad improvements to be constructed by NCTD, as provided in the Construction and Maintenance Agreement.

Maintenance

Pursuant to the Construction and Maintenance Agreement, NCTD shall provide required maintenance for additions to and/or modifications of any railroad equipment improvements necessary for the implementation of the Quiet Zone or Wayside Horn System, both for existing and for new or expanded at-grade public crossings. The Construction and Maintenance Agreement shall specify the portion of the cost of the required maintenance which shall be passed on to the Cities.

Indemnification

Each City shall indemnify, defend, and hold harmless NCTD and its Board, and each member of the Board, the National Railroad Passenger Corporation ("Amtrak"), the Burlington Northern & Santa Fe Railway ("BNSF"), the Southern California Railroad Authority ("SCRRA"), Rail America, the San Diego and Imperial Valley Railroad ("SDIVR"), and any other entity performing maintenance work on the right-of-way, and any other entity providing passenger rail operation services for NCTD on the right-of-way, and any other entity providing dispatch services to NCTD for the right-of-way, their officers, agents, and employees ("Indemnitees"), from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), demands, suits, liens, damages, costs, claims, including, but not limited to, claims for bodily injury, death, personal injury, or property damage, that are incurred by or asserted against the Indemnitees arising out of or connected with a failure to comply with the federal rule and any negligent acts or omissions on the part of the City, its council, officers, agents, contractors, or employees under or in connection with any work, authority or jurisdiction of City required by the federal rule and related to the establishment and operation of the Quiet Zones or Wayside Horn Systems at highway-rail crossings.

NCTD agrees to indemnify, defend, and hold harmless the Cities and their respective board members, officers, agents, volunteers, contractors, and employees from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), demands, suits, liens, damages, costs, claims, including but not limited to, claims for bodily injury, death, personal injury,

Board Policy No. 18 – Railroad Crossing Quiet Zones and Wayside Horn Systems

or property damage, that are incurred by or asserted against the City Indemnitees arising out of or connected with any negligent acts or omissions on the part of NCTD, its Board, officers, agents, contractors, or employees, under or in connection with any work, authority or jurisdiction delegated to NCTD under the Construction and Maintenance Agreement between NCTD and the City.

Insurance

1. During construction:

- a. In the event Cities engage in construction activities within the crossing covered by the Construction and Maintenance Agreement, the Cities shall cause to be procured and maintained, in full force and effect, during construction of the said improvements, general and railroad protective insurance, as required by NCTD, in the amounts, coverage, and terms and conditions specified, and issued by insurance companies in the Temporary Right of Entry Agreement.
- b. NCTD shall cause to be procured and maintained, in full force and effect, during construction of the Quiet Zone or Wayside Horn System Improvements, general and railroad protective insurance, and the cost of said insurance shall be a cost of construction of the Improvements, which shall be passed on to the Cities.

2. Post-construction:

- a. NCTD shall procure and maintain the insurance, which shall, if available on the open market, name the Cities as additional insureds. To the extent the procurement and maintenance of the insurance containing coverage for liability resulting from the implementation of the Quiet Zone or Wayside Horns System and/or the improvements required to implement the Quiet Zone or Wayside Horn System, costs more than a policy without said coverage, the incremental increase in insurance costs shall be paid by City and other Cities which have Quiet Zones or Wayside Horn Systems on NCTD's right-of-way. The City's incremental cost shall be determined on an annual basis and will be proportional to the number of highway-rail grade crossings with Quiet Zones or Wayside Horn Systems within each City.

Termination

In the event NCTD shall be unable to procure liability insurance described in paragraph 10(b) above, the Cities shall, at their discretion, have the right to terminate the Quiet Zone designation or Wayside Horn System, and those provisions contained in the Construction and Maintenance Agreement relating to indemnification and insurance, as set forth in the Construction and Maintenance Agreement.

Cooperation in Defense of Claims

NCTD and each City will agree in the Construction and Maintenance Agreement to cooperate in good faith in any claim or litigation alleging liability of the City and NCTD, to seek a prompt disposition of the City and NCTD, by way of dismissal or summary judgment.

Board Policy No. 18 – Railroad Crossing Quiet Zones and Wayside Horn Systems

Approvals

Mark Parkard 10-20-16
Board Chair Date

Matthew O. Zucker 10-20-2016
Executive Director Date

[Signature] 10-20-2016
General Counsel Date

Board Policy No. 18 – Railroad Crossing Quiet Zones and Wayside Horn Systems

DATE ISSUED	REVISION NUMBER	RESOLUTION NUMBER	COMMENTS
10/18/2012	Adopted		
10/17/2013	1		2013 Revision
10/16/2014	2		2014 Revision
10/20/2016	3	16-10	2016 Revision

ATTACHMENT 2

Date	6/2/2019 - 5/2/2020
Project/Name	Quiet Zone Project - NCTD Deposit
Contact	City of Oceanside: Gary Kellison; Robert Williams, RailPros
NCTD Reference Number	
NCTD Control or JDE #	JDE 24725; NCTD Project 518013

Position	Alpha Name	Burdened Rate	Deposit		Actual	
			Hours	Cost	Payroll # of Hours 6/2/19 to 5/2/2020	Payroll Cost 6/2/2019 to 5/2/2020
Reconciliation of Existing Deposit						
MAINTENANCE OF WAY OFFICER	Kissel, Richard	\$ 66.90	20.00	\$ 1,338.00	2.00	\$ 133.50
RIGHT OF WAY MANAGER	Morehead, Timothy	\$ 83.88	30.00	\$ 2,516.52	28.00	\$ 2,677.05
MANAGER OF REAL ESTATE	Freeman, Beth	\$ 59.54	18.00	\$ 1,071.64	64.25	\$ 4,168.31
RIGHT OF WAY OFFICER	Helms, Brian	\$ 71.31	16.00	\$ 1,140.96		
RAIL SYSTEMS SAFETY SPECIALIST	Moore, Philip	\$ 62.28	4.00	\$ 249.14	1.00	\$ 61.85
CHIEF RAIL SYSTEMS OFFICER	Roe, Eric	\$ 116.38	30.00	\$ 3,491.40	5.00	\$ 589.25
FIELD SAFETY SPECIALIST	Stingley, Bryant	\$ 50.56	3.00	\$ 151.68	28.00	\$ 1,413.61
SENIOR RAIL ENGINEER	Shroyer, Scott		121.00	\$ 9,959.34	5.00	\$ 297.11
DIRECTOR OF RAILROAD ENGINEERING	Fordham, Stephen				1.00	\$ 102.86
Rail Contractor, PRE, Signals	Ruddy, James				3.00	\$ 455.04
SIGNALS	UHRIG, NICHOLAS				6.00	\$ 415.33
Program Manager - Rail Technologie	Turner, Kristina				1.60	\$ 113.65
					144.85	\$ 10,427.56
RECONCILIATION:					Deposit Paid	\$ (9,959.34)
					Actual to Date	\$ 10,427.56
					Balance Due	\$ 468.22

ESTIMATED ADDITIONAL HOURS 5/3/2020 - December 31, 2020/Project Close						
DIRECTOR OF RAILROAD ENGINEERING	Fordham, Stephen	\$ 103.14	2.00	\$ 206.29		
MANAGER OF REAL ESTATE	Freeman, Beth	\$ 63.11	90.00	\$ 5,679.77	Est 3 hrs/wk for 7.5 months	
MAINTENANCE OF WAY MANAGER	Helms, Brian	\$ 82.66	16.00	\$ 1,322.56		
RAIL ENGINEER	Kissel, Richard	\$ 74.19	8.00	\$ 593.54		
RAIL SYSTEMS SAFETY SPECIALIST	Moore, Philip	\$ 64.95	5.00	\$ 324.76		
Rail Contractor, PRE, Signals	Ruddy, James	\$ 134.12	10.00	\$ 1,341.20		
ENGINEER	Shroyer, Scott	\$ 81.13	10.00	\$ 811.26		
FIELD SAFETY SPECIALIST	Stingley, Bryant	\$ 51.00	40.00	\$ 2,040.00	Est 1.34 hrs/wk for 7.5 months	
Program Manager - Rail Technologie	Turner, Kristina	\$ 73.73	4.00	\$ 294.92		
			185.00	\$ 12,614.30		

BALANCE DUE THROUGH MAY 2, 2020	\$ 468.22
NCTD ESTIMATED TIME 5/3/2020 - 12/31/2020	\$ 12,614.30
PTC INVOICE - WABTEC & HTI	\$ 22,475.78
ESTIMATED HNTB PTC TIME	\$ 300.00
TOTAL AMOUNT DUE:	\$ 35,858.30
20% to Mission Ave Crossing	\$ 7,171.66
80% to Other Four Crossings	\$ 28,686.64

ATTACHMENT 3

CITY OF OCEANSIDE AMENDMENT 3 TO PROFESSIONAL SERVICES AGREEMENT

PROJECT: RAILROAD CROSSING SAFETY IMPROVEMENTS PROJECT

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment"), dated October 7, 2020, for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and RailPros, Inc., hereinafter designated as "CONSULTANT."

RECITALS

WHEREAS, City and Consultant are the parties to that certain Professional Services Agreement dated September 10, 2014, Amendment 1 thereto (dated June 22, 2016), and Amendment 2 thereto (dated February 1, 2017) hereinafter referred to as the "Agreement", wherein Consultant agreed to provide certain services to the City as set forth therein;

WHEREAS, Construction Management (CM) services are necessary for the successful completion of the project construction phase, and the City does not possess the specialized expertise among its staff;

WHEREAS, the parties desire to amend the Agreement to provide for changes and/or modifications to the Agreement.

AMENDMENT

NOW, THEREFORE, as set forth herein, the parties hereto do mutually agree that the Agreement shall be amended as follows:

1. Section 1, **SCOPE OF WORK**; is hereby amended as follows: "The amended scope of services, shall include complete CM services for the project bid and construction phases, and as described in full detail in Exhibit "A".

2. Section 4, **LIABILITY INSURANCE** is hereby amended as follows: "4.2 CONSULTANT shall maintain liability insurance in the following minimum limits:

RAILROAD CROSSING SAFETY IMPROVEMENTS PROJECT

Comprehensive General Liability Insurance (bodily injury and property damage)

Combined Single Limit Per Occurrence	\$ 2,000,000
General Aggregate	\$ 4,000,000*

Commercial General Liability Insurance (bodily injury and property damage)

General limit per occurrence	\$ 2,000,000
General limit project specific aggregate	\$ 4,000,000

<u>Automobile Liability Insurance</u>	\$ 2,000,000
---------------------------------------	--------------

*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONSULTANT under this Agreement.”

3. Section 5, **PROFESSIONAL ERRORS AND OMISSIONS INSURANCE**, is hereby amended as follows: “Throughout the duration of this Agreement and four (4) years thereafter, the CONSULTANT shall maintain professional errors and omissions insurance for work performed in connection with this Agreement in the minimum amount of Two Million Dollars (\$2,000,000.00).”

4. Section 8, **COMPENSATION**, is hereby amended to provide that the total compensation for all work performed in accordance with this amendment shall not exceed \$716,816, for a total contract not to exceed \$2,137,413.

5. Section 9, **TIMING REQUIREMENTS**, is hereby amended to read as follows: “Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. All work shall be completed in every detail to the satisfaction of the Engineer for the duration necessary to successfully complete the project construction and establish the Quiet Zone for which the railroad crossing safety improvements were intended.”

6. Except as expressly set forth in this Amendment, the Agreement shall remain in full force and effect and is hereby ratified and reaffirmed.

RAILROAD CROSSING SAFETY IMPROVEMENTS PROJECT

SIGNATURES. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Amendment on behalf of the respective legal entities of the CONSULTANT and the CITY.

IN WITNESS WHEREOF, the parties hereto being duly authorized on behalf of their respective entities to execute this Amendment, do hereby agree to the covenants contained in the Agreement, including this Amendment, and have caused this Amendment to be executed by setting hereunto their signatures on the dates set forth below.

RAILPROS, INC.

By: *Douglas B. Sawyer*
Doug Sawyer, President
Sr. Vice
Date: 9/30/20

CITY OF OCEANSIDE

By: _____
Deanna Lorson, City Manager
Date: _____

33-09056801
Employer ID No.

APPROVED AS TO FORM:

Andrew Hamilton, Esq.
City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

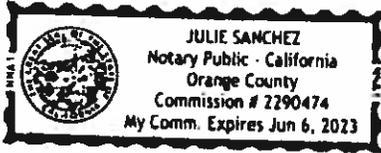
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)
On September 30, 2020 before me, Julie Sanchez, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Douglas Sawyer
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Julie Sanchez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Amendment 3 to Professional Services Agreement
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Douglas Sawyer
 Corporate Officer — Title(s): VP
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____



RAILPROS Amendment 3 Exhibit A

OCEANSIDE RAILROAD GRADE CROSSING IMPROVEMENTS ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES

SCOPE OF WORK – AMENDMENT 3

The City of Oceanside contracted with RailPros to develop plans specifications and estimates (PS&E) for at-grade crossing improvements at Cassidy Street, Oceanside Boulevard, Wisconsin Avenue, Mission Avenue and Surfrider Way and to provide Construction Management (CM) services through construction.

Upon completion, the City will be positioned to apply for a railroad Quiet Zone as described in the Federal Railroad Administration (FRA) 49 CFR Parts 222 and 229 Use of Locomotive Horns at Highway-Rail Grade Crossings; Final Rule (Final Rule).

The City now desires that RailPros provide additional design, engineering support and construction management services to assist with the completion of the project. Details of the additional services required to complete the project are outlined below.

TASK 1.0: ADDITIONAL DESIGN SERVICES

Throughout the Project certain assumptions were made regarding the scope of work, the schedule and the level of coordination with the City, NCTD, and other agencies and anticipated projects. As the Project progressed certain out of scope items were identified as necessary for the completion of the project.

In the early stages of the construction phase, NCTD staff provided new comments regarding the previously approved design. RailPros worked with the project team to evaluate these new impacts, specifically regarding railroad track panels, rail weld joints, insulated joints and other associated elements, and presented design alternatives that addressed and eliminated impacts to track and railroad signal infrastructure. The City directed RailPros to continue with the redesign of improvements at Surfrider Way and Wisconsin Avenue involving the removal of proposed track panels and redesign of pedestrian approaches and pathways at both crossings, and the redesign of the roadway, railroad signal equipment, NCTD ROW access and other features at Surfriders way, and preparation of revised CPUC GO 88-b documentation. This simplified the construction work at both crossings, particularly at Surfrider Way, and resulted in offsetting construction cost savings.

Additionally, NCTD staff have requested and the City staff have agreed that RailPros provide design modifications to the Railroad Signal Plans, specifically regarding the relocation and re-use of existing data recorders in the new signal houses at Surfrider Way, Mission Avenue and Cassidy Street rather than recording data in the XP4 units as originally planned and approved and that modifications be made to the Mission Avenue Traffic Controller interface circuits per NCTD direction.

NCTD staff has also requested that new power service be provided to the Mission Avenue signal house. The anticipated effort to accommodate this request includes preparing power calculations, exhibits for connecting to proposed power sources and coordination with NCTD, The City and SDGE

As construction progressed, additional feedback and recommendations have been provided by the FRA and coordinated with project stakeholders. FRA recommendations included adding the OTC Private Amtrak Crossing and OTC Sprinter Pedestrian Only Crossing to the Quiet Zone, adding a pedestrian pathway between Mission Avenue and OTC and minor modifications, including fencing and gates and

Railroad Engineering Services

other details to various locations at the roadway crossings. These efforts included additional coordination, reviews, site visits, diagnostic meetings to move forward with gaining stakeholder consensus on the approach before preparing final documents and exhibits (based on existing available base data and as-built documents) and revised Quiet Zone calculations, notices and applications.

The scope of work to provide these additional services are detailed in the subtasks below.

RailPros Activities

- Provide additional coordination with stakeholders, including the City, NCTD, CPUC, and FRA.
- Perform site inspection, take photos and measurements.
- Participate in site diagnostic meetings and prepare notes, minutes, and documentation
- Develop design plans for construction of improvements at Surfrider Way and Wisconsin Avenue, including removal of crossing panels, realignment of pedestrian pathways, reconfiguration of pedestrian treatments, and modifications to railroad warning devices/signal equipment and reconfiguration of roadway at Surfrider way and other associated impacts.
- Prepare and submit revised CPUC GO 88-b application for approval.
- Revise/modify railroad signal plans and documents for removal of existing data recorders and relocation into new signal houses at Surfrider Way, Mission Avenue, and Cassidy Street
- Update the Mission Avenue traffic controller interface circuit
- Mission Avenue signal house power support, calculations and exhibits
- Develop plans exhibits and documentation for OTC/Mission Avenue Pathway (based on existing base data and As-Built Documents)
- Revise Plans, Exhibits and Documentation based on Stakeholder Feedback prior to construction (minimal comments/revisions anticipated)
- Develop and coordinate revised Quiet Zone Calculations, Exhibits Notices, Applications and other Documentation to include additional project elements

Task Deliverables

- Revised design plans for Wisconsin Avenue
- Revised design plans for Surfrider Way
- Revised GO 88-b documents
- Updated signal crossing plans to include the data recorder
- Updated Mission Avenue plans with the new traffic controller interface circuit
- Mission Avenue Power Calculations, Exhibits and Documents
- OTC/Mission Avenue Pedestrian Pathway Exhibits and documentation for approval and construction
- OTC Private Amtrak Crossing Exhibits and documentation for approval and construction
- OTC Sprinter Pedestrian Only Crossing Exhibits and documentation for approval and construction
- Revised Quiet Zone Calculations, Exhibits, Notices and Applications

Meetings

- No additional meetings anticipated (see Task 1.0 PM, Coordination and Meetings in the attached Fee).

Railroad Engineering Services

TASK 2.0: DESIGN SUPPORT DURING CONSTRUCTION

As designer of record, RailPros is providing design support during construction to assist the City by providing responses to RFIs reviewing construction submittals and providing general coordination and support. RailPros will also be providing drafting services to incorporate as-built changes to the design drawings.

NCTD previously noted that the as-built information provided to RailPros was outdated, due primarily to changes caused by other recent projects at Oceanside Transit Center. These changes resulted in a redesign that was necessary to provide the contractor with more current data and design details. Subsequently, NCTD has further identified discrepancies in the as-built information provided to RailPros with their current files, as well as discrepancies noted in the field, based on the outdated information provided to RailPros during the design and subsequent redesign. Due to these unanticipated circumstance, additional effort will be required by RailPros to assist with addressing these elements during construction and preparing the as-built documents after construction.

City staff have also reached out to RailPros for additional assistance with traffic signal implementation at the intersection of Mission Avenue and Cleveland Street, adjacent to the project crossing on Mission Avenue. This signal was designed by the developer of the Block 18/19 Projects and RailPros previously provided coordination during the design phase with the developers Traffic Signal Engineer. The City is now requesting that RailPros provide additional services to assist with traffic signal operational analysis, synchronization strategies and field support for traffic signal turn-on at this intersection. The effort includes, design, testing and implementation of an intermediate “omni” controller that will be installed temporarily.

NCTD has also requested, and the City has agreed that RailPros provide certain coordination and support, until final construction and as-built documents are completed, for ongoing review and modifications to NCTD’s signal and communications system. This coordination is not anticipated to include any additional or new design, but to assist with reviewing and addressing adjustments that NCTD is planning or in process of making within the project limits. RailPros is also anticipated to record any NCTD made adjustment in the project As-Built documents.

The City and nearby development are moving forward with the installation of a new traffic signal at Mission Avenue and Myers, adjacent to the Mission Avenue Crossing. The traffic signal will need to be interconnected with the Queue-Cutter signals at the crossing and function similar to the signal at Mission and Cleveland that was recently installed with RailPros support. RailPros will provide review of the City’s plans and provide comments and oversee the installation and cutover, similar to the services provided for the signal at Cleveland and Mission.

The anticipated additional services are described below.

RailPros Activities

- Provide additional project management and coordination with the City, NCTD, CPUC and other stakeholders
- Coordinate with NCTD, Contractor and PRE to identify design changes to the railroad signal system, respond to requests during construction, and develop As-built documents after construction is completed.



Railroad Engineering Services

- Analyze turning movement counts provided by the City to identify efficiencies that will improve the signal operation at the intersection of Mission Avenue/Cleveland Street. Develop a timing strategy to synchronize the queue-cutter signal and the Mission Avenue/Cleveland Street signals based on interconnection between the two controllers, including the development of a timing sheet for Mission Avenue/Cleveland street for the 2033 controller program in City provided format and development of time-space diagrams for the signal synchronization circuit. The timing sheet will contain the basic signal timing parameters, programming and detector assignments necessary to operate the intersection with the queue-cutter signal.
- Provide coordination for signal turn-on, supplemental to McCain's field support to the contractor, to verify the operation of signal synchronization and both controllers are responding to inputs and document field testing.
- Develop documents, perform testing and support for temporary "omni" controller installation
- Coordinate and respond to non-project related signal and communication requests and incorporate any minor changes into the as-built plans
- Review Traffic Signal Plans for Mission/Myers intersection and provide feedback
- Analyze turning movement counts provided by the City to identify efficiencies that will improve the signal operation at the intersection of Mission Avenue/Myers Street. Develop a timing strategy to synchronize the queue-cutter signal and the Mission Avenue/Myers Street signals based on interconnection between the two controllers, including the development of a timing sheet for Mission Avenue/Myers street for the 2033 controller program in City provided format and development of time-space diagrams for the signal synchronization circuit. The timing sheet will contain the basic signal timing parameters, programming and detector assignments necessary to operate the intersection with the queue-cutter signal.

Railroad Engineering Services

- Provide coordination for signal turn-on, supplemental to McCain's field support to the contractor, to verify the operation of signal synchronization and both controllers are responding to inputs and document field testing.
- Provide Traffic signal Operations and Maintenance Manual for City for Cleveland/Mission, railroad Queue-Cutter and Myers/Mission Traffic Signals
- Provide Traffic Signal Operations and Maintenance Plan Sheets for City.
- Provide Design Support Services During Construction for the Mission Myers Traffic Signal, including responding to Contractor Requests and submittals, prepare as-built drawings and provide minimal, as needed, design services for changes requested by the City. To be provided by sub-consultant, STC Traffic.

Task Deliverables

- Provide drafting services to incorporate as-built changes to the design drawings based on information provided by others (not to exceed the attached fee)
- Analysis of traffic count data and identification of phasing strategies Mission/Cleveland
- New signal timing sheet for Mission Avenue/Cleveland Street (PDF and Excel format) and time-space diagrams for queue-cutter signal synchronization circuit
- Signal turn-on field documentation for Mission/Cleveland
- Minor NCTD initiated as-built plan updates
- Analysis of traffic count data and identification of phasing strategies at Mission/Myers
- New signal timing sheet for Mission Avenue/Myers Street (PDF and Excel format) and time-space diagrams for queue-cutter signal synchronization circuit
- Signal turn-on field documentation for Mission/Myers
- Traffic Signal Operations and Maintenance Manual
- Traffic Signal Operations and Maintenance Exhibit
- Mission/Myers Contractor responses
- Mission/Myers As-built Plans
- Mission/Myers as-needed minor plan revisions

Meetings

- Up to 1 Signal Time Strategy Meeting at the City offices
- Up to 2 Conference calls with City Traffic Engineer

TASK 3.0: CONSTRUCTION MANAGEMENT SERVICES

Due to unforeseen circumstances, the schedule for construction has been impacted significantly. As noted in the original construction management scope of work, the anticipated duration for construction was to be 12 months and be completed in late 2018 or very early 2019. The schedule for the construction and CM effort was later extended through the summer of 2019 when much of the site work was completed, due to unanticipated circumstances, as noted above. Per discussion with the City, RailPros has made every effort to conserve budget and optimize our services to accommodate these schedule impacts, however with the additional services to manage the construction through the summer of 2019 and with ongoing changes and associated schedule impacts additional scope and fee will be required to complete the project. The current schedule now anticipates continuing through late 2020 and into 2021.



Railroad Engineering Services

With the bulk of project construction being completed in July/ August 2019, the CM services anticipated to complete the project include an extension of the services outlined under the original CM scope. No new deliverables or scope elements not outlined in the original scope are anticipated. Ongoing oversight is anticipated to be minimal and kept to only essential oversight, with support of City inspectors and managers for ongoing or new construction elements.

RailPros Activities

- Extension of essential CM services for 3 additional months, including regular meetings, coordination, inspection and reporting.
- Design staff will provide ongoing oversight, coordination and participate in up to 10 meetings on site, and up to 30 via conference call.

Task Deliverables

As noted above the anticipated deliverables are outlined in the original scope and no new deliverables have been identified or included in this scope.

Meetings

- Attend weekly construction/progress meetings

TASK 4.0: ADDITIONAL/UNANTICIPATED SERVICES CONTINGENCY

Due to unforeseen circumstances, the design, construction, and schedule have been impacted on multiple occasions in multiple ways. In an effort to capture any future unforeseen support services a contingency budget will allow the City to assign additional tasks to RailPros in order to facilitate completion of the project.

Fee

Tasks will be performed on a time and materials basis, in accordance with the current rates and the terms and conditions of the Contract. Tasks will be assigned by the City and performed by RailPros based on the fee estimate shown in Attachment 1.



	FY 2020 Billing Rates	Project Manager	Rail Engineer	Signal Designer	Sr. Traffic Engineer	Traffic Engineer	Sr. Civil Engineer	Engineer	Sr. Designer	Designer	CM Project manager	Construct on Manager	Inspector	Outreach Coord.	Admin	Total Hours	Labor Cost per task	Total Fee			
Task 1.0 Additional Design Services																					
Project Management, Coordination, Meetings		80	20			10	10								30	150	\$ 31,089				
Crossing Design Changes		20	4	14	10	20	35	60	40	16					20	239	\$ 42,927				
Prepare revised GO 88-b Documentation		12													0	12	\$ 2,815				
Design Data Recorders			40	80					80						0	200	\$ 38,888				
Update Railroad Traffic Controller Interface			16	20					4						0	40	\$ 9,073				
Develop OTC/Mission Avenue Pathway Documents		80		20			30	40	100	25					15	310	\$ 53,867				
Develop additional OTC crossings/Mission power Exhibits and Documents		120		24			30	50	80	35					15	354	\$ 62,819				
Updated/Revised Quiet Zone Calculations, Notices and Applications		50						10	10						20	90	\$ 15,506				
Subtotal		362	80	158	10	30	105	160	314	76				0	100	1395	\$ 256,574				
Task 2.0 Design Service During Construction																					
Prepare As-Built Drawings		30	80	140	8	20	10	20	50	60					20	458	\$ 87,029				
Cleveland Traffic Signal Support		4	2		8	64										78	\$ 18,122				
As Need NCTD Non-project Signal Coordination/Support		10	40	20												70	\$ 17,782				
Myers Street Traffic Signal Support		4	2		16	72	16								8	118	\$ 27,555				
Traffic Operations and Maintenance Manual and Exhibit		4	2		8	60	8								8	90	\$ 20,204				
Subtotal		52	126	160	40	216	34	20	50	60				0	36	814	\$ 170,873				
Task 3.0 Design Service During Construction																					
CM Service Extension		140	80		10	10					8	360	190	10	60	668	\$ 178,930				
Subtotal		140	80	0	10	10	0	0	0	0	8	360	190	10	60	668	\$ 178,930				
Task 4.0 Additional/Unanticipated Services Contingency																					
Contingency Services		100	60	40	30	30	50	40	40	40					50	480	\$ 87,140				
Subtotal		100	60	40	30	30	50	40	40	40	0	0	0	0	50	480	\$ 87,140				
Total RailPros Hours		654	346	358	90	286	189	220	404	196	8	360	190	10	246	3557					
RailPros Project Fee		\$142,522	\$102,402	\$67,032	\$27,457	\$63,535	\$53,048	\$28,955	\$59,845	\$22,197	\$2,537	\$76,104	\$34,428	\$968	\$22,288			\$703,316			
Subconsultants																					
																			\$10,000		
																			Other Direct Costs Total	\$10,000	
Other Direct Costs																					
																				\$250	
																				\$250	
																				\$3,000	
																				Other Direct Costs Total	\$3,500
Total Project Fee																			\$716,816		



August 26, 2020

Robert Williams, PE
Railpros
15265 Alton Parkway, Suite 140
Irvine, California 92618
robert.williams@railpros.com

RE: Mission Ave and Myers Street Construction Engineering Support

Dear Mr. Williams,

STC Traffic is pleased to provide Railpros the following proposal for construction support services for the Mission Ave and Myers Street traffic signal project. A new traffic signal will be installed at the currently unsignalized intersection. This proposal for construction engineering services follows on the design STC prepared for the new the traffic signal. The scope items are listed below.

- Design modifications may be required to accommodate proposed changes to the roadway configuration at the intersection. STC will redesign the traffic signal if roadway changes move forward.
- STC will assist in reviewing contractor submittals, responding to RFI's or RFC's, and attending meetings (field and office).
- STC will as-built the new traffic signal construction per the contractor and inspector as-built construction mark-ups.

The fee estimate for this effort is NTE \$10,000 and will be billed on a time and materials basis. If our effort approaches the NTE fee we will submit an additional work request. Railpros will inform STC of schedule and timelines for delivery of STC services. By signing below and returning a copy of this letter, you will have authorized STC to proceed. I appreciate the opportunity to provide these important services. If you have any questions regarding this letter please contact me.

Sincerely,

STC Traffic

Jason Stack, TE
President

Accepted by:

Signature

Print Name

Date

**CITY OF OCEANSIDE
CONTRACT CHANGE ORDER**

**PROJECT TITLE: Railroad Safety
Improvements**

CHANGE ORDER No. 3
PROJECT No. CIP14-0000
DATE 09/23/2020
PURCHASE ORDER # _____

- Q) Coordinate, manage, plan and attend meetings to incorporate work listed in K, L, M and N above.
- R) Time extension related overhead.
- S) Re-wire CP Shell track segment from SDG&E meter at Surfrider Way.

Cost of Change: In accordance with Section 7.21.4 Change of Contract Price of the General Provisions, this Change Order compensates BALFOUR BEATTY INFRASTRUCTURE as follows:

<u>Item</u>	<u>Description (Increases)</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Amount</u>
<u>4A</u>	ASPHALT PAVEMENT (hma)	37.77 TN	\$ 1,095.00	\$ 41,358.15
<u>5A</u>	CLASS II AGGREGATE BASE	110.23 CY	\$ 135.00	\$ 14,881.05
<u>6A</u>	RAILROAD BALLAST	69.40 CY	\$ 193.00	\$ 13,394.20
<u>7A</u>	DRIVEWAY APRON	369.00 SF	\$ 33.50	\$ 12,361.50
<u>8A</u>	PCC SIDEWALK	606.00 SF	\$ 20.60	\$ 12,483.60
<u>9A</u>	AC SIDEWALK	28.40 TN	\$ 1,030.00	\$ 29,252.00
<u>11A</u>	TRUNCATED DOMES	197.00 SF	\$ 28.50	\$ 5,614.50
<u>12A</u>	CROSS GUTTER	61.00 SF	\$ 25.75	\$ 1,570.75
<u>14A</u>	AC RAMP	4.00 TN	\$ 1,030.00	\$ 4,120.00
<u>15A</u>	MEDIAN PAVERS	616.00 SF	\$ 23.20	\$ 14,291.20
<u>17A</u>	CURB AND GUTTER	22.59 LF	\$ 71.00	\$ 1,603.89
<u>27A</u>	MEDIAN CURB-REMOVAL	194.00 LF	\$ 15.45	\$ 2,997.30
<u>28A</u>	CURB AND GUTTER-REMOVAL	310.00 LF	\$ 15.45	\$ 4,789.50
<u>30A</u>	TREE-REMOVAL	3.00 EA	\$ 1,931.00	\$ 5,793.00
<u>34A</u>	GATE FOUNDATION	3.00 EA	\$ 966.00	\$ 2,898.00
<u>35A</u>	CROSSING GATE MECH	3.00 EA	\$ 8,500.00	\$ 25,500.00
<u>36A</u>	CROSSING GATE ARM WITH LAMPS 10' MAX	4 EA	\$ 375.00	\$ 1,500.00
<u>38A</u>	LED HOUSING	12 EA	\$ 2.00	\$ 24.00
<u>39A</u>	LED LAMP	12 EA	\$ 10.00	\$ 120.00
<u>44A</u>	500 OHM RELAY BIAS NEUTRAL (6FB)	3 EA	\$ 1,660.00	\$ 4,980.00
<u>46A</u>	SSCCIV	1 EA	\$ 13,160.00	\$ 13,160.00
<u>47A</u>	XP4 (41XS, 1 VI044R, CPS3, VPM3, UCI3, CDU1)	1 EA	\$ 71,000.00	\$ 71,100.00
<u>100A</u>	NBS-2	5 EA	\$ 1,700.00	\$ 8,500.00
<u>101A</u>	DUMMY TRACK LOAD	9 EA	\$ 220.00	\$ 1,980.00

**CITY OF OCEANSIDE
CONTRACT CHANGE ORDER**

**PROJECT TITLE: Railroad Safety
Improvements**

CHANGE ORDER No. 3
PROJECT No. CIP14-0000
DATE 09/23/2020
PURCHASE ORDER # _____

<u>Item</u>	<u>Description (Increases) (cont.)</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Amount</u>
<u>133A</u>	3" CONDUIT	2,760 LF	\$ 47.00	\$ 129,720.00
<u>134A</u>	4" CONDUIT	5,216 LF	\$ 36.00	\$ 187,776.00
<u>136A</u>	DETAIL 25	5 LF	\$ 5.50	\$ 27.50
<u>138A</u>	DETAIL 28	2 LF	\$ 7.50	\$ 15.00
<u>141A</u>	NEW SIGN AND POST	10 EA	\$ 450.00	\$ 4,500.00
<u>145A</u>	REMOVE SIGN AND POST	1 EA	\$ 54.00	\$ 54.00
<u>146A</u>	RELOCATE SIGN	1 EA	\$ 128.00	\$ 128.00
<u>147A</u>	PAINT RED CURB	14 LF	\$ 256.00	\$ 3,584.00
<u>149A</u>	"KEEP CLEAR" PAVEMENT MARKINGS (THERMOPLASTIC)	2 SF	\$ 112.00	\$ 224.00

Quantity at Bid Item Unit Price Subtotal \$ 620,301.14

<u>Item</u>	<u>Description (Adjusted)</u>	<u>Quantity</u>	<u>Unit Price Adjustment</u>	<u>Extended Amount</u>
4A	ASPHALT PAVEMENT (hma)	35.77 TN	\$ -110.00	\$ -3,916.82
5A	CLASS II AGGREGATE BASE	80.23 CY	\$ -13.50	\$ -1,083.11
6A	RAILROAD BALLAST	61.40 CY	\$ -19.30	\$ -1,185.02
7A	DRIVEWAY APRON	119.00 SF	\$ -3.35	\$ -389.65
9A	AC SIDEWALK	19.40 TN	\$ -103.00	\$ -1,998.20
11A	TRUNCATED DOMES	112.00 SF	\$ -2.85	\$ -319.20
12A	CROSS GUTTER	43.50 SF	\$ -2.58	\$ -112.01
14A	AC RAMP	1.50 TN	\$ -103.00	\$ -154.50
15A	MEDIAN PAVERS	387.00 SF	\$ -2.32	\$ -897.84
27A	MEDIAN CURB-REMOVAL	138.00 EA	\$ -1.55	\$ -213.21
28A	CURB AND GUTTER-REMOVAL	274.00 LF	\$ -1.55	\$ -423.33
133A	3" CONDUIT	2,670.00 LF	\$ 9.40	\$ -25,098.00
134A	4" CONDUIT	5,198.50 LF	\$ -7.20	\$ -37,439.20

Adjusted Bid Item Unit Price Subtotal \$ -73,230.09

<u>Item</u>	<u>Description (deleted)</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Amount</u>
32AA	CROSSING PANELS (SET)	3 EA	\$ -36,842.00	\$ -110,526.00
32BA	ISOLATED JOINTS	2 EA	\$ -8,340.00	\$ -16,680.00

**CITY OF OCEANSIDE
CONTRACT CHANGE ORDER**

**PROJECT TITLE: Railroad Safety
Improvements**

CHANGE ORDER No. 3
PROJECT No. CIP14-0000
DATE 09/23/2020
PURCHASE ORDER # _____

<u>Item</u>	<u>Description (deleted) (cont.)</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Amount</u>
32CA	19'6" STOCK RAIL (PLUGS)	2 EA	\$-22,436.00	\$ -44,872.00
32DA	THERMITE WELDS	8 EA	\$ -3,830.00	\$ -30,640.00
103A	ATS REMOVAL	1 EA	\$ -2,710.00	\$ -2,710.00
104A	ATS INSTALLATION	1 EA	\$-13,400.00	\$ -13,400.00
105A	SIGNAL FOUNDATION	1 EA	\$ -4,000.00	\$ -4,000.00
106A	SIGNAL MAST	1 EA	\$ -7,000.00	\$ -7,000.00
107A	3 ASPECT SIGNAL HEAD	2EA	\$ -2,600.00	\$ -5,200.00
109A	SIGNAL REMOVAL	1 EA	\$ -3,050.00	\$ -3,050.00
Deleted Bid Item Subtotal				\$ -238,078.00

<u>Item</u>	<u>Description (Agreed Lump Sum)</u>	<u>Quantity</u>	<u>Agreed Unit Price</u>	<u>Extended Amount</u>
B	SURVEY SERVICES (PCO# 01)	1 LS	\$ 26,350.00	\$ 26,350.00
C	SIGNAL EQUIPMENT (PCO#03)	1 LS	\$ 9,841.99	\$ 9,841.99
D	STAMPED CONCRETE (PCO#04)	1170 SF	\$ 13.11	\$ 15,338.70
E	DAX SURFRIDER TO MISSION (PCO#07)	1500 LF	\$ 5.49	\$ 8,235.00
F	GATE COUNTERWEIGHTS (PCO#08)	1 LS	\$ 21,355.89	\$ 21,355.89
G	RE-WIRE RECORDERS (PCO#10)	1 LS	\$ 21,136.57	\$ 21,136.57
H	TRAFFIC SIGNAL CABINET (PCO#11&16)	1 LS	\$ 7,773.97	\$ 7,773.97
I	DAX @ CASSIDY (PCO#24)	1 LS	\$ 81,917.52	\$ 81,917.52
J	DAX CABLE @ MISSION (PCO#25&26)	1 LS	\$ 60,723.81	\$ 60,723.81
K	MAINTENANCE BEYOND 365 DAYS	1 LS	\$ 20,000.00	\$ 20,000.00
L	DAX RESEARCH MISSION TO OTC	1 LS	\$ 2,500.00	\$ 2,500.00
M	WALKWAY MISSION TO OTC	1 LS	\$ 77,440.10	\$ 77,440.10
N	ESCONDIDO QUIET ZONE SIGNS	1 LS	\$ 1,865.23	\$ 1,865.23
O	MISSION/MYERS TRAFFIC SIGNAL AND MEDIANS	1 LS	\$245,000.00	\$ 245,000.00
P	EIC RAILROAD SAFETY (PCO#2,6,13,22,27&28)	1 LS	\$320,855.78	\$ 320,855.78
Q	PROJECT MANAGER COORDINATION	1 LS	\$105,480.00	\$ 105,480.00
R	INCREASE IN CONTRACT TIME (PCO#17&18)	1 LS	\$103,089.94	\$ 103,089.94
S	CP SHELL PWR, CHANLZRS, & STRPNG (PCO 9)	1LS	\$ 19,005.05	\$ 19,005.05
Agreed Lump Sum Item Subtotal				\$ 1,147,918.55

