



STAFF REPORT

DATE: OCTOBER 4, 2011
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ROD FOSTER, CITY MANAGER
PREPARED BY: AMER JAKHER, P.E., PUBLIC WORKS AND UTILITY SERVICES DIRECTOR
SUBJECT: COLTON CROSSING PROJECT AND RELATED IMPROVEMENTS

A handwritten signature in blue ink, appearing to be 'R. Foster', is written over the 'TO' and 'FROM' lines of the header.

RECOMMENDED ACTION

It is recommended that the City Council: (A) approve the following Agreements related to the Colton Crossing Project and related improvements; (B) authorize the City Manager to execute the agreements with any non-substantive changes as recommended by the City Attorney; and (C) authorize the City Manager to execute the Right of Entry Agreement contemplated by the graffiti abatement exhibit (Exhibit "E") of the Letter Agreement.

1. Funding Agreement Related to the Colton Crossing Railgrade Separation Project between the City of Colton, San Bernardino Associated Governments (SANBAG), Union Pacific Railroad Corporation (UPRR) and BNSF Railway Company (BNSF).
2. Letter of Agreement for Colton Crossing Utility Improvements, Additional Work and Graffiti Abatement, between the City of Colton and the Union Pacific Railroad Corporation (UPRR), including

GOAL STATEMENT

The proposed action will support the City's goal to improve the quality of life for Colton residents and business owners.

BACKGROUND

The Colton Crossing is located south of the Interstate 10 Freeway, north of K Street, west of 6th Street and east of 5th Street. At this location two rail lines perpendicularly cross each other; two BNSF Railway San Bernardino Subdivision mainline tracks run in a north-south direction and cross to two Union Pacific Railroad (UPRR) Alhambra/Yuma Subdivision mainline tracks running in an east-west direction.

Funding for improvements to grade separate the two national railways have been identified by the State and Federal governments, and the City of Colton does not have any funding obligations for the Colton Crossing project itself.

As you will recall, in 2010 various concerns regarding impacts of the Colton Crossing Project were voiced by and to the Colton Crossing Adhoc Committee, Colton Crossing Focus Group and the project design team. The most predominant concerns voiced were the safety, noise, and circulation impacts train operations have on Colton.

Working through these concerns resulted in the negotiation and approval of a Memorandum of Understanding (MOU) between the City, SANBAG, UPRR and BNSF for certain improvements to be developed related to the Colton Crossing Project. The City Council approved the MOU on May 4, 2010.

The MOU called for Colton's continued support and advancement of the Colton Crossing Project, subject to the terms of the MOU, and identified the following improvements for the City of Colton/SANBAG:

- **Quiet Zone Improvements**
- **Laurel Street Grade Separation**
- **9th Street Improvement**
- **New Connection Project**

ISSUES/ANALYSIS

FUNDING AGREEMENT RELATED TO THE COLTON CROSSING PROJECT

The MOU approved by City Council called for a funding agreement to be approved by the Parties, before the Colton Crossing Project would be allowed to begin construction, to specify in detail the estimated Total Project Costs for each Improvement, based on the then-current level of design, as well as how all of the Total Project Costs would be funded¹.

The proposed funding agreement is attached to this report, and the following are a *few key points* to keep in mind, *including a few changes to the Improvements which have evolved since approval of the MOU*:

Quiet Zone Improvements: (1) because the 9th Street Improvement project will now involve an alternative alignment (discussed below), the "M" Street Quiet Zone will no longer be necessary; (2) the City is obligated to begin construction of the Quiet Zone Improvements within 3 months of the commencement of

¹ The level of Total Project Cost "detail" is as specific in the Funding Agreement as is possible, given what the Parties know at this time, including the cost estimates for the Laurel Street Grade Separation. The City's estimated contribution for Laurel is currently \$5,511,000, but this could increase or decrease.

construction of the Colton Crossing Project, as opposed to concurrently as provided for in the MOU; (3) the City still has no monetary obligation for this project, but is required to vacate its right-of-way.

Laurel Street Grade Separation: (1) while SANBAG is still generally required to begin construction of the Laurel Project within 18 months of the commencement of construction of the Colton Crossing Project, the City will now provide SANBAG with a contingent 12 month safety net in the event SANBAG does not receive all of the \$11.9M in TCIF funding it expects. That is, although SANBAG is obligated to apply for the TCIF funding in 2012 and to prioritize it to the Laurel Project, SANBAG will have an additional 12 months to begin construction if all TCIF funding is not received; (2) the City's estimated contribution (19.62% before certain noted contributions of UPRR and BNSF) is now \$5,511,000, which is slightly higher than what was estimated in the MOU; and (3) the City is still the Lead Agency for this Project, though SANBAG is preparing the needed documentation.²

9th Street Improvement: (1) the alignment for the 9th Street Improvement Project has been revised from the east to the west side, in order to reduce the cost and amount of property to acquire (See Exhibit "A" of the Funding Agreement); (2) the City's financial contribution to this improvement had been to acquire the needed property, which it anticipated to accomplish almost exclusively from donations or dedications. However, that anticipation changed and the City's financial obligation could have been significant. Now, the City has agreed to acquire any needed property from public agencies, which should be only the Flood Control District and the City itself, and to contribute a flat \$100,000 to the Total Project Costs; (3) the City will be the lead in applying for needed permits, but UPRR will be responsible for the environmental, permitting and other noted work, as well as for acquiring any needed property from private entities (though their costs are also included in the Total Project Costs); and (4) with the new alignment, the "M" Street Quiet Zone will not be needed, since the new alignment will not proceed in that direction.

Total Project Costs: (1) the definition of "Total Project Costs" has been revised to clarify that all of the following are included: all project management, environmental, design, right-of-way, permitting, mitigation required in relation to permitting and environmental, installation, construction management, and

² As you know, it is important for the City to be Lead Agency, since the MOU also states that although each party will participate in good faith in obtaining necessary environmental clearance and permits for all of the improvements, if such clearances and/or permits cannot be obtained for one or more of the improvements, the Colton Crossing Project can proceed without the construction of those particular improvements. In addition, although the MOU calls for an alternative improvement to replace the Laurel Avenue Grade Separation project if it cannot proceed, the reason must be beyond the control of the parties. This all means that it is important for the City to be the lead on these improvements, so that we have the greatest ability to ensure their completion, so that we obtain the full benefit of this Funding Agreement.

construction costs. Total Project Costs will include the cost of defending and settling any lawsuits brought by third parties in relation to environmental, permitting, real estate acquisition, and construction claims; and (2) administration costs incurred by the Parties that are not responsible for the particular phase of an Improvement will not be included in the Total Project Costs.³ The Parties acknowledge that the estimates set forth in this Agreement are based on the current level of project design for the Improvements. The contributions to be paid by the Parties as described in this Section will be based on actual Total Project Costs as determined after completion of each Improvement.

Colton Crossing Project; City has No Responsibility: The Funding Agreement provides that by executing the Funding Agreement, the City does not become a party to the construction and maintenance agreement for the Colton Crossing Project or assume any responsibilities or liabilities in relation to the Colton Crossing Project, except as may be memorialized in separate agreements executed by the City (e.g. the Letter Agreement, which is also the subject of this Agenda Report). Thus, in the unlikely event the City is named in any third party lawsuits (e.g. construction disputes or accidents) that do not involve any City responsibility, the City will look to the responsible party for defense and indemnity.

LETTER OF AGREEMENT FOR COLTON CROSSING UTILITY IMPROVEMENTS, ADDITIONAL WORK AND GRAFFITI ABATEMENT

The Colton Crossing Project has various utility facilities that run along UPRR and City rights-of-way, and they will have to be protected, modified, removed or relocated. The MOU did not identify who would be responsible for these utility facilities, so the attached Letter Agreement was developed initially for that purpose.

Under the attached Letter Agreement, UPRR will, at its cost and expense, perform the necessary utility work with its own forces or its contractors, subcontractors or agents. All construction, protection, relocations and modifications performed as part of the utility work will be completed in accordance with the Utility Work Plans. The City will cooperate with UPRR (at no additional cost to UPRR) to complete the utility work, including issuing to UPRR or its contractors, subcontractors or any other agent any and all permits or licenses necessary to complete the utility work. All work will conform to City and other applicable standards, and shall be subject to inspection by the City or its representative.

The Letter Agreement also addresses additional noted project work, such as: (1) the wall treatment design on the Colton Crossing Project); (2) murals and painting under the La Cadena

³ For instance, although the City is the CEQA lead agency for the Laurel Project, since we are not responsible for preparing the documents, the City's staff time and other costs will not be reimbursable. The City will, however, be reimbursed for the construction and other costs on the Quiet Zone Project, since the City is responsible for that improvement.

Drive bridges; (3) landscaping (funds to be provided to certain private properties and to the City); (4) lighting works under the La Cadena overpass; (5) photographic documentation of the Depot, as well as the fabrication and installation of a historical marker for the Depot; and (6) graffiti abatement on the Colton Crossing Project Structure, including the wall treatments.

Graffiti Abatement: With respect to Graffiti Abatement, in Exhibit "E" the Parties have designed an 18 month test program which is designed to be proactive and dynamic, and it is to be implemented at UPRR's sole cost and expense. It obligates UPRR generally to remove any graffiti within 30 days, though it is anticipated that the program will result in its removal much more quickly. By approving this agreement, the City is using its discretion to allow UPRR additional time within which to abate graffiti on this large and unique structure, which also involves the cooperation of 2 railroads, work adjacent to the freeway, and work in some instances high in the air in locations that are difficult to access amongst on-going railroad operations. If UPRR complies with the program, it will be deemed to be in compliance with the City's graffiti abatement laws.

UPRR will begin by treating the structure and wall treatments with a material that will aid in the remediation of graffiti, and UPRR intends to use high pressure washing to remove the graffiti, though they have the discretion to change the abatement method. They will also begin by assigning someone 4 days a week to graffiti abatement, though they also have the discretion to adjust the frequency over time.

If the City at any time believes that UPRR may not meet its 30 day obligation, the City may give email notice to UPRR. Such notice will begin a 30 day period within which UPRR must abate the graffiti, and it will also begin a 30 day notice period under a separate standard right of entry agreement with UPRR and BNSF (to be approved by the City Manager). This will provide the City with the right to access UPRR and BNSF property to abate the graffiti following the 30 day period.

UPRR has provided the City with its initial Program Outline (also attached to this report), though UPRR has the discretion to amend its program overtime, as long as they continue to meet their 30 day obligation.

The City is also agreeing to proactively enforce and prosecute its graffiti abatement laws. This includes seeking District Attorney prosecution of offenders at the highest and strictest level within the City's prosecutorial discretion.

The parties will also form a working group of 2 City and 2 UPRR representatives, and this working group will be responsible to meet

routinely to assess the success of the program and to make suggestions for improving the program. The working group will also assess the City's efforts to enforce and prosecute the City's graffiti abatement laws, make recommendations for improvements, and to collaborate regarding possible additional abatement, remediation and enforcement efforts. Of course, ultimate discretion for the program will remain with UPRR, and prosecutorial discretion for the City's graffiti abatement laws will remain with the City.

At the end of the 18 month period, the Parties can either allow the program to continue on a month to month basis, amend the program, or terminate the program and rely only on the City's graffiti abatement laws.

FISCAL IMPACTS

The total dollar amount of the Colton Crossing improvements is estimated at \$131 million. The City's financial commitments to these improvements are related to the Laurel Street Grade Separation Project (currently estimated to be \$5,511,000, though this can change), as well as a \$100,000 contribution to 9th Street Project and the obligation to acquire public property for the 9th Street Project. The City set aside \$1.8 million in both the prior and current fiscal years toward this commitment, with the balance being funded in 2012-13. The City does not have a financial contribution for the Quiet Zone Improvements, or the utility relocations along the Union Pacific right-of-way.

ALTERNATIVES

1. Provide alternative direction to staff.

ATTACHMENTS

Exhibit A – Funding Agreement Related to the Colton Crossing Railgrade Separation Project
Exhibit B – Letter of Agreement for Colton Crossing Utility Improvements, Additional Work and Graffiti Abatement (including Graffiti “Program Outline” Side Letter)

EXHIBIT "A"

UPRR Folder No. 2666-07
UPRR Audit No. _____
BNSF Contract No. _____
SANBAG Folder No. C12053

FUNDING AGREEMENT

RELATED TO THE COLTON CROSSING RAILGRADE SEPARATION PROJECT

This Funding Agreement Related to the Colton Crossing Grade Separation Project (this "**Agreement**") is entered into this 5th day of October, 2011 by and among UNION PACIFIC RAILROAD CORPORATION, a Delaware corporation ("**UPRR**"); BNSF RAILWAY COMPANY, a Delaware corporation ("**BNSF**"); CITY OF COLTON, a public body, corporate and politic ("**CITY**"); and SAN BERNARDINO ASSOCIATED GOVERNMENTS, a California joint powers agency ("**SAN BERNARDINO ASSOCIATED GOVERNMENTS**"); SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY ("**AUTHORITY**"); and SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION ("**COMMISSION**"). The SAN BERNARDINO ASSOCIATED GOVERNMENTS, AUTHORITY, and COMMISSION are hereinafter collectively referred to as "**SANBAG**". UPRR, BNSF, CITY and SANBAG are hereinafter individually referred to as a "**Party**" and collectively referred to as the "**Parties**".

RECITALS

A. The intersection of the UPRR rail line and the BNSF rail line immediately south of Interstate 10, east of South Rancho Avenue and west of South La Cadena Drive in the City of Colton, is generally referred to as the Colton Crossing (the "**Colton Crossing**"). SANBAG, UPRR, and BNSF propose undertaking the construction of a grade separation to elevate the UPRR mainline tracks and permit trains traveling on the BNSF tracks to pass beneath the UPRR tracks without conflict of movement (the "**Colton Crossing Project**"). SANBAG, UPRR, and BNSF have developed design plans and executed definitive agreements for the Colton Crossing Project. Subject to state funding requirements being met, construction is scheduled to begin in autumn 2011. Construction of the Colton Crossing Project will improve freight and passenger rail mobility and efficiency by eliminating conflicting train movements.

B. Residents adjacent and near to the rail lines in the general vicinity of the Colton Crossing, specifically those adjacent to the BNSF rail line north of I-10, are seeking relief from railroad train horn noise.

C. CITY's local traffic circulation is affected by the numerous trains passing through at-grade crossings within the CITY's limits.

D. Separate from but related to the Colton Crossing Project, on May 4, 2010, the Parties executed a Memorandum of Understanding Related to the Colton Crossing Railgrade Separation Project (the "**MOU**"). The MOU described the following projects (collectively the "**Improvements**") on which the Parties would collaborate to address the CITY's interest in mitigating the noise and circulation issues described in Recitals B and C above:

- 1) A new railroad/street grade separation (Undercrossing) at Laurel Avenue (the "**Laurel Avenue Grade Separation Project**"). SANBAG has included the Laurel Avenue Grade Separation Project in the Measure I County sales tax funded transportation capital improvement program. Conceptual design has shown that depressing the street below the existing rail lines (Undercrossing) appears to be feasible by reducing the number of rail lines crossing Laurel Street from six to four during the construction of the Undercrossing. The current cost estimate based on 60 percent design is \$55.3 million.
- 2) Establishment of a quiet zone in the City, including quiet zone improvements at Valley Boulevard and Olive Street, the removal of the existing grade crossings at "H" Street and "E" Street, and installation of a cul-de-sac, including street improvements such as sidewalk, curb and gutter within the existing right-of-way, adjacent to the rail line at "H" Street and "E" Street (the "**Colton Quiet Zone Improvement Project**")¹ and the installation of quiet zone improvements on "M" Street at the realigned rail line for the 9th Street Improvement Project (the "**M Street Quiet Zone Improvement Project**"). As described in Section 3(d), the M Street Quiet

¹ This Improvement was referred to as the "BNSF Quiet Zone Improvement Project" in the MOU.

Zone Improvement Project will no longer be constructed as an Improvement.

- 3) Realignment of the UPRR Riverside Industrial Lead rail line out of the center of 9th Street, as described in UPRR's Ninth Street Track Relocation Project Conceptual Design Report, dated March 2009 (the "**9th Street Improvement Project**"). Since execution of the MOU, the plans for the 9th Street Improvement Project have changed, as described below in Section 3(c).
- 4) SANBAG is considering widening the I-215 freeway from the Riverside County Line to the Interstate-10 freeway, in order to accommodate an additional lane in each direction (the "**I-215 Widening Project**"). The I-215 Widening Project requires modifications to structures that accommodate the crossing of the rail lines and the freeway, including the segment of the Riverside Industrial Lead rail line that crosses the I-215 freeway. UPRR has agreed to abandon the segment of the Riverside Industrial Lead rail line that crosses the I-215 freeway if the Parties can establish a new connection from the BNSF San Jacinto line and the southern portion of the Riverside Industrial Lead line to serve UPRR's freight customers located along the portion of the Riverside Industrial Lead located south of the San Jacinto Line (the "**New Connection Project**").

E. CITY will be the lead agency for purposes of the California Environmental Quality Act ("**CEQA**") in connection with the Laurel Avenue Grade Separation Project, the Colton Quiet Zone Improvement Project, and the 9th Street Improvement Project. For purposes of the 9th Street Improvement Project, UPRR will retain the necessary consultants and direct preparation of the CEQA documents, the permitting documents, and any necessary mitigation measures, subject to the CITY's oversight and control. For purposes of the Laurel Avenue Grade Separation Project and the Colton Quiet Zone Improvement Project, SANBAG will retain the necessary consultants and direct preparation of the CEQA documents, the permitting documents, and any necessary mitigation measures, subject to the CITY's oversight and control.

F. Recital "J" of the MOU requires that before construction of the Colton Crossing Project commences, the Parties will enter into a funding agreement related to the Improvements, which will describe how all of the Total Project Costs (defined below) for all of the individual Improvements will be funded, contingent upon applicable CEQA/NEPA review and permitting of the Improvements. The MOU calls for the funding agreement to specify in detail the estimated Total Project Costs for each Improvement, based on the then-current level of design. Pursuant to Recital "K" of the MOU, although separate construction and maintenance agreements will be entered into between the relevant parties for each individual Improvement prior to the construction of each such project, the funding agreement must generally describe how the construction and maintenance obligations will be assigned to the relevant parties for each Improvement.

G. The Parties intend for this Agreement to serve as the funding agreement described in the MOU. Because estimated Total Project Costs are still being developed, this Agreement describes the methodology to be applied to the apportionment of Total Project Costs when those amounts become known.

AGREEMENT

NOW, THEREFORE, the Parties hereby agree as follows:

Section 1. Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated herein by this reference.

Section 2. Obligation to Act in Good Faith.

a. This Agreement will not bind the Parties and will not be effective with respect to Improvements except upon (i) completion of CEQA/NEPA review for the proposed Improvements and the Colton Crossing Project; (ii) completion of the public review process, including any public hearings required by law, for the proposed Improvements and the Colton Crossing Project; (iii) approval of the governing authority of each Party of the various agreements; and (iv) receipt of all required governmental approvals and permits for the proposed Improvements and the Colton Crossing Project. The Parties will act in good faith in their efforts to complete these requirements and will not use these processes to cause delay or otherwise interfere with the construction of the Colton Crossing Project and/or the Improvements.

b. Each Party will act in good faith in negotiations and execution of the construction and maintenance agreements for each of the Improvements. No Party will use the negotiations or execution of those agreements to cause delay or otherwise interfere with the construction of the Colton Crossing Project and/or the Improvements. The Parties will likewise act in good faith regarding any requests for amendments to this Agreement.

c. Although the CITY is not a party to the construction and maintenance agreement for the Colton Crossing Project, both SANBAG and the CITY will continue to support and advance construction of the Colton Crossing Project during all phases of development.

d. Each Party will participate in good faith in obtaining necessary environmental clearance and permits for the Improvements. If such clearances and/or permits cannot be obtained for one or more of the Improvements, each Party acknowledges that the Colton Crossing Project can proceed without the construction of the particular Improvements for which environmental clearance and/or permits cannot be obtained. If the Laurel Avenue Grade Separation Project cannot proceed because of circumstances beyond the control of the Parties, the Parties agree to identify and make a priority an alternative vehicular traffic circulation / railroad improvement with equal or lesser monetary costs and with a substantially equal ratio of contribution by each of the Parties.

Section 3. Proposed Terms of Improvements. The Parties concur on the following as the basis for negotiating the terms relating to the Improvements, subject to the requirements of Section 2 above:

a. Laurel Avenue Grade Separation Project. SANBAG will commence construction of the Laurel Avenue Grade Separation Project within 18 months of the commencement of construction of the Colton Crossing Project, subject to the availability of funding as described in Section 4(a)(1). BNSF will commence its portion of the work on the Laurel Avenue Grade Separation Project on the schedule that will be set forth in the construction and maintenance agreement.

b. Colton Quiet Zone Improvement Project. CITY will be the lead agency in the application to the California Public Utilities Commission and the Federal Railroad Administration for the Colton Quiet Zone Improvement Project. CITY will commence construction of the Colton Quiet Zone

Improvement Project within three months of the commencement of construction of the Colton Crossing Project. BNSF will commence its portion of the work on the Colton Quiet Zone Improvement Project on the schedule that will be set forth in the construction and maintenance agreement.

c. 9th Street Improvement Project.

1. At the time the Parties executed the MOU, the plans for the 9th Street Improvement Project called for the tracks to be relocated to a new alignment to the east of its current location. Since that time, the Parties have developed a new plan that calls for UPRR to use its existing rights, as will be amended prior to construction, over and along the BNSF San Bernardino Subdivision to reach the Riverside Industrial Lead. Drawings depicting the general conceptual design of the new plan for the 9th Street Improvement Project are attached as Exhibit A. As soon as practicable, UPRR will prepare and provide to the CITY a survey of the property involved in the new plan to understand and facilitate discussions with third-parties and BNSF for purposes of property acquisition. The Parties have adopted this new plan because they believe it will be a more viable alternative. All obligations related to the 9th Street Improvement Project that are described in this Agreement refer to the implementation of the revised plans for the project described in this section.

2. UPRR will commence construction of the 9th Street Improvement Project within 18 months of the commencement of construction of the Colton Crossing Project, or when the Parties have acquired the right-of-way required for the improvements, whichever comes later. UPRR will be responsible for the preparation of the environmental document, permitting, design, survey, and acquisition of all property necessary for right-of-way for this project that is currently owned or controlled by private persons or entities. CITY will acquire (by fee or easement in the CITY's discretion) all property necessary for right-of-way for this project that is currently owned or controlled by public entities and have it conveyed it to UPRR with clear title, at no cost to UPRR, by a form agreeable to the railroad. Upon completion of the 9th Street Improvement Project, for the segment of rail line in the center of 9th Street from approximately East "K" Street to approximately East "O" Street and the section of rail located within Congress Street grade crossing, UPRR will remove the existing rail lines from the center of 9th Street and from Congress Street, pave the streets in the areas from which the rail lines have been removed in accordance with CITY street standards, remove the existing railroad signage, and relinquish to the CITY at no cost to the CITY any rights that UPRR may have to operate in the currently paved portions of 9th

Street. The right of way related to the 9th Street Improvement Project is generally depicted in Exhibit A.

d. "M" Street Quiet Zone Improvement Project. The new plans for the 9th Street Improvement Project will avoid construction of a new grade crossing over "M" Street. For this reason, the Parties agree that there is no basis for a quiet zone on "M" Street, and they will not pursue the "M" Street Quiet Zone Improvement Project.

e. New Connection Project. Subject to Section 4(e)(4) and any conditions imposed by the Surface Transportation Board ("STB"), UPRR will abandon the segment of the Riverside Industrial Lead rail line that crosses the I-215, to allow for the removal of the railroad bridge over the I-215 as part of the I-215 Widening Project (which is currently scheduled to begin construction in 2012). On June 20, 2011, UPRR received conditional authority from the STB to proceed with the abandonment.

Section 4. Funding for Improvements. The Parties will fund the Total Project Costs for the Improvements as described below. For purposes of this Agreement, unless otherwise stated, the phrase “**Total Project Costs**” means all project management, environmental, design, right-of-way, permitting, mitigation required in relation to permitting and environmental, installation, construction management, and construction costs. Total Project Costs will include the cost of defending and settling any lawsuits brought by third parties in relation to environmental, permitting, real estate acquisition, and construction claims. Notwithstanding the preceding sentence, no Party will settle a third-party lawsuit in a manner that will add to the Total Project Costs for any other Party without the concurrence of the affected Parties, which concurrence will not be unreasonably withheld. Administration costs incurred by the Parties that are not responsible for the particular phase of an Improvement will not be included in the Total Project Costs. The Parties acknowledge that the estimates set forth in this Agreement are based on the current level of project design for the Improvements. The contributions to be paid by the Parties as described in this Section will be based on actual Total Project Costs as determined after completion of each Improvement.

a. **Laurel Avenue Grade Separation Project.**

1. **SANBAG.**

A. SANBAG shall contribute eighty and thirty-eight hundredth percent (80.38%) of the Total Project Costs remaining after BNSF’s contribution is deducted. SANBAG’s contribution is estimated at forty million thirty four thousand dollars (\$40,034,000).

B. SANBAG plans to use \$11,900,000 in funding from the Trade Corridors Improvement Fund (“TCIF”) to satisfy part of its funding obligation. These funds have been programmed but not yet allocated by the California Transportation Commission (“CTC”). SANBAG will use its best efforts to obtain the TCIF funding at the earliest possible time. Its efforts will include prioritizing the Laurel Avenue Grade Separation Project among the projects for which SANBAG seeks TCIF funding and applying to the CTC in 2012 at the earliest possible time after all requirements are met for an allocation of TCIF funds for this project. In the event that the CTC does not allocate the full amount of TCIF funding SANBAG seeks for this project, SANBAG will have an additional

twelve months beyond the eighteen months described in Section 3(a) in which to commence construction of the Laurel Avenue Grade Separation Project.

C. In the event the CITY's contribution for the Total Project Costs exceeds the amount stated in Section 4(a)(2), SANBAG agrees to consider, upon the CITY's written request, a loan from SANBAG for the amount in excess of the amount stated in Section 4(a)(2). Such loan will be as described by SANBAG Policy 40006, Section V, Subsection G.

2. CITY. CITY shall contribute nineteen and sixty-two hundredth percent (19.62%) of the Total Project Costs remaining after BNSF's contribution is deducted, with the CITY's contribution reduced by the UPRR's contribution as described by Sub-section 3 below. Following such reduction, the City's out-of-pocket contribution is estimated at five million five hundred eleven thousand dollars (\$5,511,000).

3. UPRR. UPRR shall contribute seven and seven-tenth percent (7.7%) of the Total Project Costs without deduction of the BNSF contribution. UPRR's contribution shall count towards the CITY's share as described in Sub-section 2 above. UPRR's contribution is estimated at four million two hundred sixty one thousand dollars (\$4,261,000) and will be paid irrespective of whether additional federal, state, local, or other funds become available.

4. BNSF. BNSF shall contribute ten percent (10%) of the Total Project Costs if federal funds are not utilized on the project or five percent (5%) of the Total Project Costs if federal funds are utilized on the project. If no federal funds are utilized, BNSF's share is estimated at five million five hundred thirty four thousand dollars (\$5,543,000).

b. **Colton Quiet Zone Improvement Project.**

1. SANBAG. SANBAG shall contribute one-hundred percent (100%) of the Total Project Costs after BNSF's contribution as described in Sub-section 4 below.

2. CITY. CITY's contribution towards the Total Project Costs shall be to vacate its property rights on BNSF's right-of-way as part of the removal of the "H" Street and "E" Street grade crossings. CITY has no monetary obligation for this project.

3. UPRR. UPRR has no monetary obligation for this project.

4. BNSE. BNSF shall contribute one-hundred thousand dollars (\$100,000) towards the removal of the "H" Street and "E" Street grade crossings.

c. **9th Street Improvement Project.**

1. **Total Project Costs.** For purposes of the 9th Street Improvement Project, Total Project Costs shall not include CITY's right-of-way acquisition costs which exceed any government grant funding obtained for this project. Any costs for acquiring right-of-way for which the CITY is responsible under Section 3(c)(2) that exceed the grant funding shall be the sole obligation of the CITY. The cost for UPRR to acquire right of way for which it is responsible under Section 3(c)(2) will be included in the Total Project Costs.

2. **SANBAG.** In conjunction with CITY and UPRR, SANBAG shall assist in obtaining government grant funding to apply towards the Total Project Costs. For Total Project Costs above any grant funding but less than seven million dollars (\$7,000,000), SANBAG shall contribute fifty-nine percent (59%) up to a maximum of four million one-hundred and thirty thousand dollars (\$4,130,000). For Total Project Costs that exceed the sum of any grant funding plus seven million dollars (\$7,000,000), SANBAG shall have no obligation.

3. **CITY.** In conjunction with SANBAG and UPRR, CITY shall assist in obtaining government grant funding to apply towards the Total Project Costs. CITY shall pursue acquiring all required rights-of-way by donation. If the rights-of-way cannot be obtained by donation, the first priority of any government grants obtained for the project will be utilized for the purchase of rights-of-way. Any costs for acquiring right-of-way for which the CITY is responsible under Section 3(c)(2) that exceed the grant funding shall be the sole obligation of the CITY. CITY will pay one hundred thousand dollars (\$100,000) toward Total Project Costs.

4. **UPRR.** In conjunction with CITY and SANBAG, UPRR shall assist in obtaining government grant funding to apply towards the Total Project Costs. For Total Project Costs above any grant funding but less than seven million dollars (\$7,000,000), UPRR shall contribute forty-one percent (41%). For Total Project Costs that exceed the sum of any grant funding plus seven million dollars (\$7,000,000), UPRR shall contribute one-hundred percent (100%). Notwithstanding anything to the contrary in this Sub-section (d), if as described in Sub-section (e) below, the bridge which serves the Riverside Industrial Lead rail line over the I-215 freeway is not permanently removed as part of the I-215

Widening Project, UPRR shall contribute one hundred percent (100%) of the Total Project Costs above any grant funding for this project (other than CITY's right-of-way obligation).

5. BNSF. BNSF has no monetary obligation for this project.

d. New Connection Project.

1. SANBAG. SANBAG has no monetary obligation for this project. SANBAG will cooperate with the Other Parties in obtaining any funding to apply towards the Total Project Costs.

2. CITY. CITY has no monetary obligation for this project. City will cooperate with the other Parties in obtaining any funding to apply towards the Total Project Costs.

3. UPRR. UPRR shall concur with the permanent removal of the bridge which serves the Riverside Industrial Lead rail line over the I-215 freeway. If for any reason this bridge is not permanently removed as part of the I-215 Widening Project, UPRR shall do both of the following: (a) contribute one million five-hundred thousand dollars (\$1,500,000) towards the replacement of the current bridge as part of the I-215 Widening Project; and (b) be responsible for one hundred percent (100%) of the Total Project Costs of the 9th Street Improvement Project above any grant funding received. UPRR will cooperate with the other Parties in obtaining any funding to apply towards the Total Project Costs.

4. BNSF. BNSF has no monetary obligation for this project. BNSF will cooperate in obtaining any funding to apply towards the Total Project Costs. In addition, upon the abandonment of the intermediate section of UPRR's Riverside Industrial Lead rail line between approximately Milepost 540.15 and Milepost 543.88 and provided BNSF and UPRR reach agreement on terms and subject to those terms, BNSF will assume responsibility to switch certain UPRR customers located south of the New Connection pursuant to a separate switching agreement that BNSF and UPRR will enter into as part of the definitive agreements contemplated in the MOU. UPRR and BNSF have prepared a proposed switching agreement that is pending execution.

Section 5. Construction and Maintenance Obligations.

Construction may not begin on an Improvement until the relevant Parties execute a construction and maintenance agreement or other appropriate agreement for that Improvement. The construction and maintenance agreement for each Improvement will describe the obligations assigned to the relevant Parties for each Improvement.

Section 6. Billing and Payment.

The Parties will handle billing and payment for the obligations described in Section 4 as follows:

a. Laurel Avenue Grade Separation.

1. BNSF shall prepare and submit to SANBAG signed invoices for its eligible Total Project Costs, including eligible project expenditures incurred after execution of the MOU but prior to the execution of this Agreement, according to the requirements specified in this Agreement. Invoices may be submitted to SANBAG no more frequently than monthly. BNSF's expenditures will count toward BNSF's contribution to Total Project Costs. The construction and maintenance agreement will specify the process and timeline of the payment of BNSF's contribution toward Total Project Costs and reimbursement of BNSF's expenditures. Disputes regarding invoices will be resolved pursuant to the construction and maintenance agreement.

2. SANBAG shall prepare and submit to CITY and UPRR signed invoices for reimbursement of eligible Total Project Costs, including eligible project expenditures incurred after execution of the MOU but prior to the execution of this Agreement, according to the requirements specified in this Agreement. Invoices may be submitted to CITY and UPRR no more frequently than monthly.

3. Within thirty (30) working days after receipt of an invoice which is acceptable to them, CITY & UPRR shall make payments to SANBAG for eligible Total Project Costs via electronic fund transfer, deposited directly into SANBAG's designated checking or other account. Disputes regarding invoices will be resolved pursuant to typical SANBAG terms to be included in the construction and maintenance agreement.

4. BNSF and SANBAG shall establish and maintain accounting systems conforming to Generally Accepted Accounting Principles ("GAAP") to support their requests for reimbursement, payment vouchers, or invoices which segregate and accumulate Total Project Costs elements and produce monthly reports which clearly identify reimbursable Total Project Costs, matching fund

costs, indirect cost allocation, and other allowable expenditures by BNSF or SANBAG.

5. BNSF and SANBAG shall each prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible Total Project Costs for those activities described in the work activities, and to submit that Report and invoice no later than 120 days following the completion of those expenditures. The Final Report of Expenditures shall be submitted to all other Parties and must state that these project funds were used in conformance with this Agreement and for those project-specific work activities described in this Agreement. No later than 120 days after BNSF and SANBAG have each issued a Final Report of Expenditures, the Parties will review the accounting and make any reimbursements necessary to achieve the division of funding set forth in this Agreement.

6. BNSF and SANBAG shall allow a project-specific audit to be completed by any other Party, at the other Party's option and expense, upon completion of the Laurel Avenue Grade Separation Project.

7. BNSF and SANBAG shall maintain all source documents, books and records connected with its performance under this Agreement for a minimum of three (3) years from the date of the Final Report of Expenditures submittal to the other Parties or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of the other Parties. Copies will be made and furnished by BNSF and SANBAG upon request at the expense of the Party requesting them.

8. Parties agree that each Party and any authorized representative, designated in writing by the Parties, and upon reasonable notice, shall have the right at all reasonable times during normal business hours to examine all of the Parties' financial books and records with respect to this Agreement, including internal time and costs, as well as any relevant contracts entered into by BNSF or SANBAG pursuant to this Agreement. The Parties agree to make such books and records available at the locations where maintained by the Parties. The Parties agree to retain all such books and records for a period of three (3) years from the later of: (a) the date on which this

Agreement is terminated; or (b) the date on which such book or record was created.

9. If any other Party incurs eligible Total Project Costs for the Laurel Avenue Grade Separation Project, it will follow the same billing procedures for reimbursement as are described in this Section.

b. Colton Quiet Zone Improvement Project.

1. SANBAG shall prepare and submit to BNSF a Notice of Completion of all activities leading to the closure of "E" Street and "H" Street.

2. The CITY and BNSF shall prepare and submit to SANBAG signed invoices for reimbursement of those eligible Total Project Costs for the Colton Quiet Zone Improvement Project, including eligible project expenditures incurred after execution of the MOU but prior to the execution of this Agreement, according to the requirements specified in this Agreement. Invoices may be submitted by the CITY and BNSF no more frequently than monthly. Within thirty (30) working days after receipt of an invoice which is acceptable to it, SANBAG shall make payments for eligible Total Project Costs via electronic fund transfer, deposited directly into CITY's designated checking or other account. The construction and maintenance agreement will specify the process and timeline of the payment of BNSF's contribution toward Total Project Costs and reimbursement of BNSF's expenditures. Disputes regarding invoices will be resolved pursuant to typical terms to be included in the construction and maintenance agreement. BNSF's expenditures will count toward BNSF's contribution to Total Project Costs.

3. If any other Party incurs eligible Total Project Costs for the Colton Quiet Zone Improvement Project, it will follow the same billing procedures for reimbursement as are described in this Section.

c. 9th Street Improvement Project.

1. The Parties anticipate that UPRR will be the Party that will do most of the design and construction work associated with the 9th Street Improvement Project and incur the costs to be reimbursed by SANBAG.

2. UPRR shall prepare and submit to SANBAG signed invoices for reimbursement of those eligible Total Project Costs, including those incurred after execution of the MOU but prior to the execution of this Agreement, according to the requirements specified in this Agreement. Invoices may be submitted to SANBAG no more frequently than monthly.

3. Within thirty (30) working days after receipt of an invoice which is acceptable to it, SANBAG will make payments to UPRR for eligible Total Project Costs via electronic fund transfer, deposited directly into UPRR's designated checking or other account. Disputes regarding invoices will be resolved pursuant to typical terms to be included in the construction and maintenance agreement.

4. UPRR shall establish and maintain an accounting system conforming to Generally Accepted Accounting Principles ("GAAP") to support UPRR's request for reimbursement, payment vouchers, or invoices which segregate and accumulate Total Project Cost elements and produce monthly reports which clearly identify reimbursable Total Project Costs, matching fund costs, indirect cost allocation, and other allowable expenditures by UPRR.

5. UPRR shall prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible Total Project Costs for those activities described in the work activities, and to submit that Report and invoice no later than 120 days following the completion of those expenditures. The Final Report of Expenditures shall be submitted to CITY and SANBAG and must state that these project funds were used in conformance with this Agreement and for those project-specific work activities described in this Agreement.

6. UPRR shall allow a project-specific audit completed by SANBAG, at SANBAG's option and expense, upon completion of the project.

7. UPRR shall maintain all source documents, books and records connected with its performance under this Agreement for a minimum of three (3) years from the date of the Final Report of Expenditures submittal to SANBAG or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of SANBAG. Copies will be made and furnished by UPRR upon request at SANBAG's expense.

8. Parties agree that each Party and any authorized representative, designated in writing to the Parties, and upon reasonable notice, shall have the right at all reasonable times during normal business hours to examine all of the Parties' financial books and records with respect to this Agreement, including internal time and costs, as well as any relevant contracts

entered into by UPRR pursuant to this Agreement. The Parties agree to make such books and records available at the locations where maintained by the Parties. The Parties agree to retain all such books and records for a period of three (3) years from the later of: (a) the date on which this Agreement is terminated; or (b) the date on which such book or record was created.

9. If any other Party incurs eligible Total Project Costs for the 9th Street Improvement Project, it will follow the same billing procedures for reimbursement as are described in this Section.

Section 7. Cooperation for I-215 Widening Project. BNSF and UPRR will review and provide written responses for all submittals received from SANBAG or its representatives for their respective railroad bridges required for the I-215 Widening Project, including preliminary and final design plans, specifications and agreements, within thirty (30) working days. If the document is not approved within two submittals, a "round-table" meeting will be held to reach concurrence on the outstanding issues.

Section 8. All Contributions to CITY.

UPRR and CITY have executed a letter agreement dated October 4, 2011 related to additional collaboration between these parties in relation to the Colton Crossing Project. CITY, UPRR, and BNSF acknowledge that together the October 4 2011 letter agreement, the MOU, the definitive agreements previously executed in relation to the Colton Crossing Project, and this Agreement reflect the complete and final terms of all contributions to be made to the CITY by UPRR or BNSF in relation to construction of the Colton Crossing Project and the Improvements. The Parties acknowledge that the agreements identified in this Section apply only to the parties to those agreements and that the terms of those agreements will not be used to interpret the terms of this Agreement.

Section 9. Indemnification. The terms of indemnification related to construction and maintenance of the Improvements will be described in the construction and maintenance agreement related to each Improvement.

Section 10. CITY's Relationship to Colton Crossing Project. By executing this Agreement, the CITY does not become a party to the construction and maintenance agreement for the Colton Crossing Project or assume any

responsibilities or liabilities in relation to the Colton Crossing Project except as may be memorialized in separate agreements executed by the CITY.

Section 11. Term.

a. This Agreement is effective as of the date first written above and, unless terminated for cause, will continue in effect until the earliest of the following:

1. Termination of the June 1, 2011 Construction and Maintenance Agreement for the Colton Crossing Rail Grade-Separation Project prior to construction of the Colton Crossing Project if such termination occurs prior to substantial completion and commencement of use of the Colton Crossing Project; or

2. Performance of each Party's funding obligations set forth in Section 3 of this Agreement and completion of the Improvements.

b. Obligations related to audits and retention of records set forth in Section 5 as well all provisions of Section 10 and 14 will survive the termination of this Agreement.

Section 12. Termination of MOU. The Parties acknowledge that pursuant to Section 10 of the MOU, the MOU will terminate upon execution of this Agreement.

Section 13. Miscellaneous.

a. Governing Law. Except on subjects preempted by federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of California. Nothing herein is meant to be or will be interpreted to be a waiver of principles of legal preemption or preclusion that may apply to UPRR or BNSF because of their status as common carriers regulated by the federal government. Provided, however, that neither UPRR nor BNSF shall in any way use such status to reduce, alter, or eliminate their contractual obligations provided for in this agreement except as required by law.

b. Severability. If any clause or provision of this Agreement is illegal, invalid, or unenforceable under applicable present or future laws, then it is the intention of the parties that the remainder of the Agreement will not be affected but shall remain in full force and effect.

c. Relationship of the Parties. Each Party is and will at all times be and remain independent from the other Parties and will not be deemed an agent or fiduciary of any other Party. Nothing contained herein will have the effect of creating a trust, joint venture, or partnership between or among any of the Parties. No Party has any right or power to obligate or bind any other Party in any manner whatsoever. This Agreement is not intended and shall not be construed to create any beneficiary rights in any individual or entity not a party hereto.

d. Notices. Any communication, notice, or demand of any kind whatsoever which any Party may be required or may desire to give to or serve upon another must be in writing and delivered by personal service (including express or courier service) or by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to CITY: Rod Foster
 City Manager
 City of Colton
 650 N. La Cadena Drive
 Colton, CA 92324
 Telephone: (909) 370-5099

If to SANBAG: Garry Cohoe
 Director of Project Delivery
 1170 West Third Street, Second Floor
 San Bernardino, CA 92410-1715
 Telephone: (909) 884-8276

If to UPRR: Jerry Wilmoth
 Union Pacific Railroad Company
 General Manager, Network Infrastructure
 10031 Foothills Boulevard
 Roseville, CA 95747
 Telephone: (916) 789-6360

With a copy to:

David Pickett

i. No Third Party Beneficiaries. Enforcement of the terms of this Agreement is reserved to the Parties, and nothing contained in this Agreement provides any claim or right of action for enforcement to any other party.

j. Conflicts. To the extent that the provisions of this Agreement conflict with any prior agreement between any of the Parties with respect to the design, funding, right of way, or construction of the Improvements, the provisions of this Agreement will control.

k. Amendments. This Agreement cannot be modified or amended in any way except in writing, signed by the parties hereto.

l. Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed will be deemed an original, but all of which taken together will constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

[Individual Signature Pages for Each Party Follow]

CITY'S SIGNATURE PAGE

CITY OF COLTON

By: _____

Sarah S. Zamora
Mayor
City of Colton

Attest:

By: _____

Eileen C. Gomez
City Clerk

Approved as to Form:

By: _____

Dean Derleth
City Attorney

SANBAG'S SIGNATURE PAGE

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: _____
Larry McCallon
President, Board of Directors

APPROVED AS TO FORM:

By: _____
Penny Alexander-Kelley
General Counsel

CONCURRENCE

By: _____
Kathleen Murphy-Perez
Contracts Manager

COMMISSION'S SIGNATURE PAGE

SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION

By: _____
Larry McCallon
Board President

APPROVED AS TO FORM:

By: _____
Penny Alexander-Kelley
General Counsel

CONCURRENCE:

By: _____
Kathleen Murphy-Perez
Contracts Manager

AUTHORITY'S SIGNATURE PAGE

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
Larry McCallon
Board President

APPROVED AS TO FORM:

By: _____
Penny Alexander-Kelley
General Counsel

CONCURRENCE:

By: _____
Kathleen Murphy-Perez
Contracts Manager

UNION PACIFIC RAILROAD'S SIGNATURE PAGE

UNION PACIFIC RAILROAD COMPANY

By: _____

Name: _____

Title: _____

Approved as to Form:

By: _____

David M. Pickett
General Attorney
Union Pacific Railroad

BNSF'S SIGNATURE PAGE

BNSF RAILWAY COMPANY

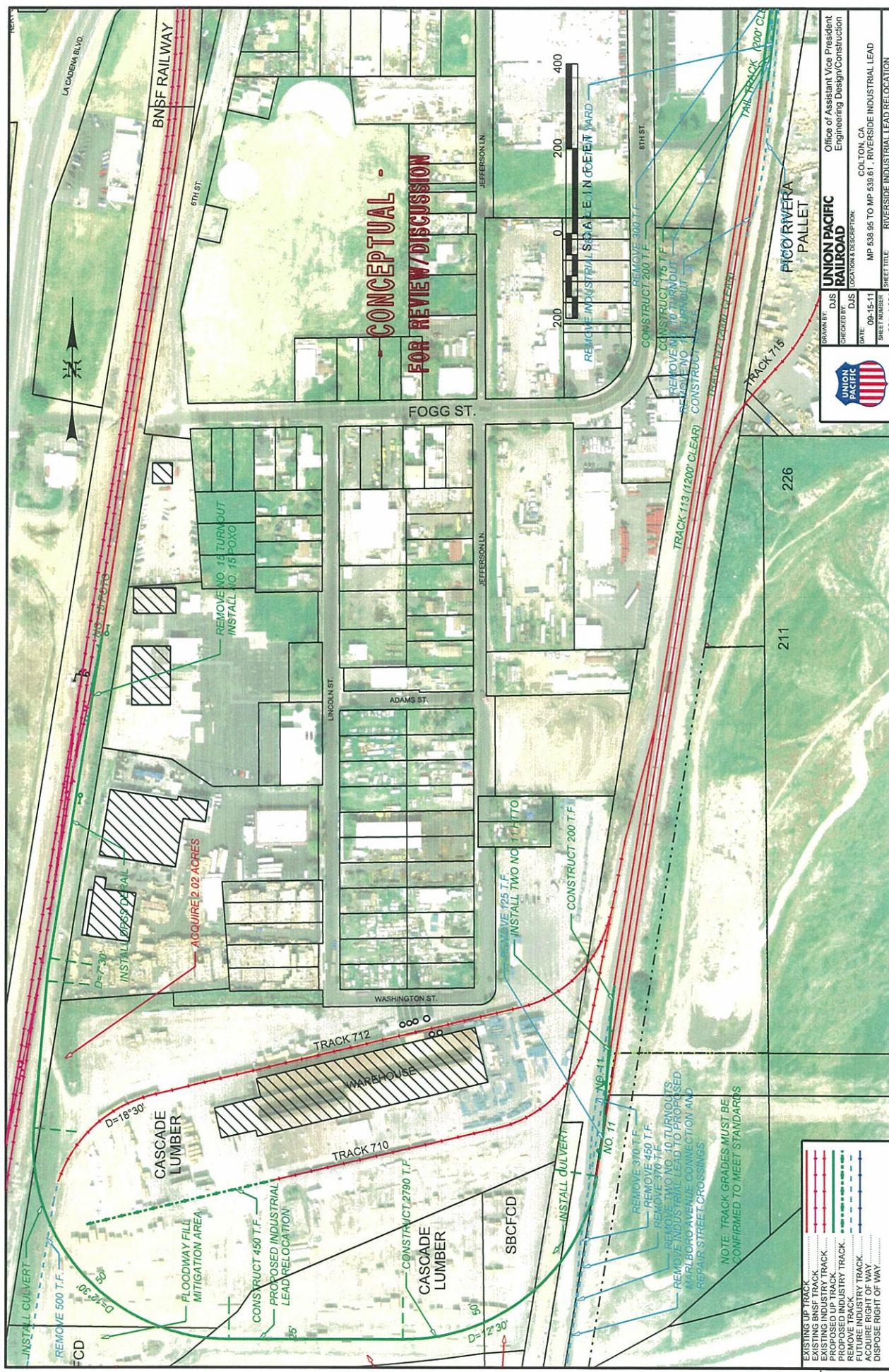
By: _____
Dean Wise
Vice President Network Strategy
BNSF Railway Company

Approved as to Form:

By: _____
David Rankin
Senior General Attorney
BNSF Railway Company

EXHIBIT A


Conceptual Design for the 9th Street Improvement Project



**CONCEPTUAL -
FOR REVIEW/DISCUSSION**

- EXISTING UP TRACK
- EXISTING BNSF TRACK
- PROPOSED UP TRACK
- EXISTING INDUSTRY TRACK
- REMOVE TRACK
- FUTURE INDUSTRY TRACK
- ACQUIRE RIGHT OF WAY
- DISPOSE RIGHT OF WAY

NOTE: TRACK GRADES MUST BE
CONFIRMED TO MEET STANDARDS



**UNION PACIFIC
RAILROAD**

DRAWN BY: DJS
 CHECKED BY: DJS
 DATE: 09-15-11
 SHEET NUMBER: 1 of 1

LOCATION DESCRIPTION: COLTON, CA
 PROJECT: MP 538.95 TO MP 539.61, RIVERSIDE INDUSTRIAL LEAD
 SHEET TITLE: RIVERSIDE INDUSTRIAL LEAD RELOCATION

Office of Assistant Vice President
 Engineering Design/Construction

EXHIBIT "B"

Mr. Rod Foster
City of Colton
650 N. La Cadena Drive
Colton, CA 92324

Re: Colton Crossing Grade Separation

Dear Mr. Foster:

This letter agreement ("Agreement") is entered into on the 4th day of October, 2011 between Union Pacific Railroad Company, a Delaware corporation ("Union Pacific") and the City of Colton ("City") for the purposes of defining the roles and responsibilities for the utility work and certain additional project work identified herein necessitated by the proposed construction of a grade separation at Colton Crossing (the "Project").

Summary of Work

This Agreement addresses the following:

1. Union Pacific's identification, design, construction, protection and relocation of and modifications to certain utility facilities owned by the City and located within either Union Pacific's right of way or the City's right of way, at or near the streets of the City as described below and as more particularly shown on the final plans and specifications attached hereto as Exhibit A (collectively, the "Utility Work"):

- (a) 3rd Street:
 - (i) Location of existing sewer and water lines.
 - (ii) Evaluation and design for full concrete encasement for the existing 18" VCP sewer and 12" ACP water line.
 - (iii) Evaluation and preparation of relocation plan for existing power lines currently on joint-use agreement with Southern California Edison.
- (b) 4th Street:
 - (i) Location of existing aerial crossing of power (west of street CL) and communication cables (east of street CL).

- (ii) Evaluate and prepare relocation plan for existing fiber optic communication cables on existing transmission steel poles.
- (c) 5th Street:
- (i) Perform pothole and survey to locate and verify existing utilities.
 - (ii) Evaluate and prepare plan for existing 14" sewer line.
- (d) 7th Street:
- (i) Perform pothole and survey of existing sewer and water lines.
 - (ii) Evaluate and design full concrete encasement for the existing 10" CIP sewer and 12" ACP water line.
- (e) 9th Street:
- (i) Perform pothole and survey of existing water line.
 - (ii) Evaluate and design full concrete encasement for the existing 16" water line.
 - (iii) Evaluate and design new underground duct bank to relocate existing underground power cables and communication cables. This duct bank will also need to accommodate all power cables that are currently overhead at this location. Remove all overhead power lines and poles.
 - (iv) Replace the existing electrical vaults (LV153 and LV 154) for splice-in.
 - (v) New single-phase and three-phase power pedestals at 9th Street and I-10 eastbound on-ramp.
- (f) 11th Street:
- (i) Perform pothole and survey of existing sewer line.
 - (ii) Evaluate and prepare relocation plan to extend existing 18" VCP sewer line further north, remove and replace the existing raised manhole and modify the existing drop manhole south of I-10 for new tie-in.

(In the event of a conflict between the summary above and the Utility Work Plans (defined below), the Utility Work Plans shall control.)

2. The proposed commitments of Union Pacific described by Garry Cohoe, Director of Freeway Construction in his Agreement to Mr. Rod Foster, City of Colton, dated March 18, 2011 attached hereto as Exhibit B as to the following (the "Additional Project Work"):

- (a) The murals to be painted, one on each side of La Cadena Drive between the existing southern railroad bridge abutments and the existing stairways south of I-10.
- (b) The landscaping, lighting and work on the approach to the southern railroad bridge.
- (c) The photographic and architectural survey of the Depot (as defined below) prior to demolition.
- (d) Installation of wall treatments for the Project (collectively, the "Wall Treatments").
- (e) Graffiti remediation for Wall Treatments.

Utility Work:

The parties hereby acknowledge and agree:

1. In connection with the Project, the City is required to perform the Utility Work at its sole cost and expense. The City has informed Union Pacific that it does not have and has not budgeted for, sufficient funds to cover the cost of the Utility Work. In furtherance of the Project, and in consideration of the Additional Project Work described herein, Union Pacific has agreed to perform the Utility Work on behalf of the City.

2. The plans and specifications attached hereto as Exhibit A for the Utility Work (collectively, the "Utility Work Plans") have been approved by each of the City and Union Pacific and represent plans and specifications for the Utility Work at the 100% design completion level. At any time that Union Pacific determines the Utility Work Plans should be modified to address any required and necessary modifications to the Utility Work, Union Pacific shall request the City's approval for such modifications. The City shall promptly review and provide to Union Pacific any comments it may have to such modified plans and specifications and shall not unreasonably withhold, condition or delay its approval to the same. Union Pacific shall not be responsible to reimburse the City for any review or comment to the Utility Work Plans or any modifications thereto or for any other costs incurred by the City or its contractors or agents in connection therewith.

3. In consideration of the City's obligations in connection with the Additional Project Work, Union Pacific agrees, at its cost and expense, to perform or cause to be performed the Utility Work with its own forces or its contractors, subcontractors or agents, employed by written contract, provide all necessary labor, materials, tools and equipment required therefor and to prosecute said work to completion. All construction, protection, relocations and

modifications performed as part of the Utility Work shall be completed in accordance with the Utility Work Plans. The City shall cooperate with Union Pacific to complete the Utility Work, including, prior to the start of and throughout the performance of the Utility Work, issuing to Union Pacific or its contractors, subcontractors or any other agent performing the Utility Work on Union Pacific's behalf any and all permits or licenses necessary to complete the Utility Work, at no cost to Union Pacific. Union Pacific's insurance coverage provisions requiring insurance to be maintained by the contractors, subcontractors or agents performing the Utility Work shall permit the City to be named as an additional insured to such insurance, and Union Pacific shall require the City to be named as an additional insured to such insurance. **All work shall conform to City and other applicable standards and be subject to inspection by the City (or the City's contractors or agents); provided that the City shall provide to Joel Adams, Manager Construction Projects, Union Pacific Railroad Company, 2015 South Willow Ave. Bloomington, CA 92316, five business days prior written notice of its intent to inspect the work and all persons performing the inspections on behalf of the City must at all times during such inspections be accompanied by a Union Pacific representative.**

4. The City and Union Pacific have entered into various licenses, indentures and agreements setting forth the terms and conditions pursuant to which the utility facilities subject to the Utility Work are permitted to reside within Union Pacific's right-of-way (each an "Existing Utility Agreement" and collectively, the "Existing Utility Agreements"). Nothing contained in this Agreement, modifies, amends or otherwise alters the rights and obligations of the parties under the Existing Utility Agreements. To the extent the completed Utility Work requires any Existing Utility Agreement to be amended to accurately reflect modifications caused by the Utility Work, which determination shall be made by Union Pacific in its reasonable discretion, upon completion of the Utility Work, the parties agree to cooperate to enter into such amendments. In no event shall the City pay any additional fees or other consideration to Union Pacific for such amendments to the Existing Utility Agreements, nor shall the City pay a fee or other consideration to Union Pacific for any additional licenses, indentures and agreements otherwise required to accomplish the purposes of this Agreement. Except as expressly set forth herein, this Agreement shall not affect the parties' respective rights and obligations under the Existing Utility Agreements.

5. To the fullest extent permitted by law, each party shall save, indemnify, defend, and hold harmless the other party from any and all liability resulting from any third party claims, suits, actions, arbitration proceedings, administrative proceedings and regulatory proceedings, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged or threatened, attorneys' fees, court costs, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of, the performance of this Agreement, and attributable to the negligence or willful act or omission of the other party or its officials, officers, employees, agents, contractors or consultants. Following a determination of the percentage of fault and/or liability by agreement between the parties or a court of competent jurisdiction, the party responsible for liability to the other party shall indemnify the other party for the percentage of liability determined. Notwithstanding anything to the contrary contained in this Agreement, this Section shall survive termination of this Agreement.

6. The City and Union Pacific agree that each party is obligated to comply with all applicable Federal, State and local laws, statutes, regulations, ordinances and policies. Each party shall be responsible for determining the applicability of any such laws, statutes, regulations, ordinances or policies to that party's responsibilities under this Agreement. Union Pacific is governed by the Federal Railway Labor Act with respect to the wages paid to its employees and will not be subject to state or local minimum wage or prevailing wage laws or regulations. All collective bargaining agreements with employees of Union Pacific (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by Union Pacific pursuant to this Agreement. Wages established through collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements. To the extent Federal funds will be expended in connection with the Utility Work, Union Pacific shall require contractors performing the Utility Work to pay the contractor's employees according to prevailing wage rates. Further information regarding prevailing wage rates is attached as Exhibit C.

7. If laws, ordinances, or governmental rules or regulations require any portion of the Utility Work to be inspected and/or tested, Union Pacific shall perform, as part of the Utility Work, the inspection and/or tests so required, as determined by Union Pacific in its reasonable discretion. Without limiting the City's obligation to issue the demolition permit described in the Additional Project Work section below, to the extent that any permits or other approvals are required to be issued by the City in connection with the Utility Work, the City will cooperate with Union Pacific in connection therewith. The City acknowledges that the Utility Work is conditioned upon Union Pacific being able to obtain any and all other approvals required by any governmental entities having jurisdiction over the Utility Work.

8. Upon completion of the Utility Work, as determined by Union Pacific in its sole discretion, Union Pacific shall provide the City with a preliminary notice of completion and upon receipt of such notice the City shall have twenty (20) days thereafter to conduct an inspection of the Utility Work. If the City fails to conduct an inspection within such time, the Utility Work shall be deemed approved by the City. If following timely inspection of the completed Utility Work the City finds the completed Utility Work acceptable, it shall notify Union Pacific in writing that it accepts such Utility Work ("Acceptance Notice"). If the City finds the completed Utility Work unacceptable, then the City shall prepare and provide Union Pacific a "punch list" of items that must be completed or repaired. Union Pacific shall complete such punch list items and upon such completion shall provide written notice to the City of completion of the Utility Work ("Notice of Completion"). The time for completion of any such punch list items shall be subject to coordination with Union Pacific's construction schedule for the Project, which determination shall be made by Union Pacific in its sole discretion. For all inspections by the City (or the City's contractors or agents), the City shall provide Joel Adams (contact information in Section 3 above) five business days prior written notice of its intent to inspect the work and all persons performing the inspections on behalf of the City must at all times during such inspections be accompanied by a Union Pacific representative.

9. Within a reasonable time after either (i) Union Pacific's receipt of the Acceptance Notice or (ii) the City's receipt of a Notice of Completion, Union Pacific shall furnish the City one set of "as-built plans" and execute and deliver to the City a bill of sale for the utility facilities

installed in connection with the Utility Work. Upon Union Pacific's delivery to the City of such plans and bill of sale, all of Union Pacific's obligations with respect to the Utility Work shall be automatically terminated, and Union Pacific shall be released from any such obligations hereunder.

10. It is understood that the Project is a federal aid Project and accordingly, 23 CFR Part 645 is hereby incorporated into this Agreement by reference.

Additional Project Work:

The parties hereby acknowledge and agree:

1. The Murals.

(a) The parties agree to jointly decide on the murals content.

(b) Once the mural design has been agreed to by the parties, the City shall commission an artist to paint the murals and issue any license or permit necessary to perform such work.

(c) Union Pacific shall fund up to \$255,940 for the cost of painting the murals. Union Pacific shall deposit such monies into a separate bank account established by the City (the "Account"). The City shall maintain, administer and use such funds in the Account for the purposes described in Section 1(b).

2. The Landscaping; Lighting and Approach to Southern Railroad Bridge Work.

(a) Union Pacific agrees to fund \$101,273 of the costs for landscaping, lighting and the work related to the approach to the southern railroad bridge. Union Pacific shall deposit such monies into the Account.

(b) The City shall maintain, administer and use such funds in the Account as follows:

(i) Each of the 29 addresses identified on Schedule 1 attached hereto, shall be entitled to \$240 of the fund's monies (\$6,960 in the aggregate) towards the purchase and installation of not less than two (2) trees to be planted on the property at such address. The City will be required to ensure the distribution and proper use by the residents of such monies.

(ii) The City shall be entitled to \$72,313 of the fund's monies to:

(A) install 38 new trees within City owned right of way on West K Street and East K Street between 6th Street and Ninth Street;

(B) install landscaping along La Cadena Drive;

(C) enhance the existing southern railroad abutments with a treatment such as sandblast medallions;

(D) paint a background color on the abutments of the existing northern and southern railroad bridge structure and the retaining walls on each side of the underpass to the existing stairways south of I-10; and

(E) perform a one-time enhancement of the southern approach to the existing bridge by refreshing the existing hardscape (e.g., washing staining, and/or sealing) and landscape (replacement planting and/or mulch) located on the slopes above the sidewalk.

(iii) The City shall be entitled to \$22,000 of the fund's monies to install lighting underneath the La Cadena overpass.

3. The American Railway Express Company Building and Southern Pacific Passenger Depot (collectively, the "Depot").

(a) Union Pacific agrees, at its sole cost and expense, and prior to the demolition of the Depot and related buildings, to:

(i) search its archives for historic photographs of the Depot;

(ii) commission a photographer to take photographs of the Depot; and

(iii) commission a LIDAR survey of the Depot, the results of which shall be presented digitally and on a set of plans.

(b) The City agrees that once the above Depot work has been completed, it will, upon request, issue the appropriate permits or licenses to allow the demolition of the Depot and related buildings.

(c) The parties agree that each of the City and Union Pacific shall be entitled to copies of the photographs and the LIDAR survey.

(d) Union Pacific agrees to fund \$2,000 for the fabrication and installation of a historical marker to commemorate the Depot. Union Pacific shall deposit such monies into the Account. The City shall maintain, administer and use such funds in the Account for the fabrication and installation of the historical marker.

4. Wall Treatments. Union Pacific shall incorporate into the final designs for the Project the wall treatment design plans attached hereto as Exhibit D and shall construct and install the Wall Treatments in accordance such design plans.

5. Graffiti Remediation for Wall Treatments. Union Pacific and the City agree to the graffiti remediation provisions set forth in Exhibit E attached hereto.

The Environmental Assessment attached to that certain Finding of No Significant Impact for Colton Crossing Rail to Rail Grade Separation Project issued by the Federal Highway Administration on May 26, 2011 (the "EA") identifies performance of certain mitigation activities. The City acknowledges and agrees that the funds being delivered to the City hereunder are being delivered with the understanding that the performance of the Additional Work related thereto is intended to satisfy the mitigation activities in the EA that correspond with such Additional Work.

The Summary of Work, Utility Work and Additional Project Work described and summarized herein does not consist of or assume all of the mitigation activities required by the EA. Any additional measures required under the EA that do not correspond with the work contemplated hereunder, are outside the scope of this Agreement.

Notwithstanding any other provision herein, Union Pacific may terminate this Agreement at any time, with or without cause, by giving thirty (30) days prior written notice to the City. If not earlier terminated, this Agreement shall automatically terminate on June 30, 2014. In the event of a termination, the parties shall be relieved of all obligations hereunder, except with respect to those obligations that expressly survive the termination of this Agreement.

The invalidity or unenforceability of any particular provision of this Agreement shall not affect or limit the validity or enforceability of the remaining provisions of this Agreement.

By signature below, the parties agree to the provisions of this Agreement effective as of the date first set forth above.

Union Pacific:

By: [Signature]
Name: LANE FITE
Title: EVPL-D

City of Colton:

By: _____
Name: _____
Title: _____

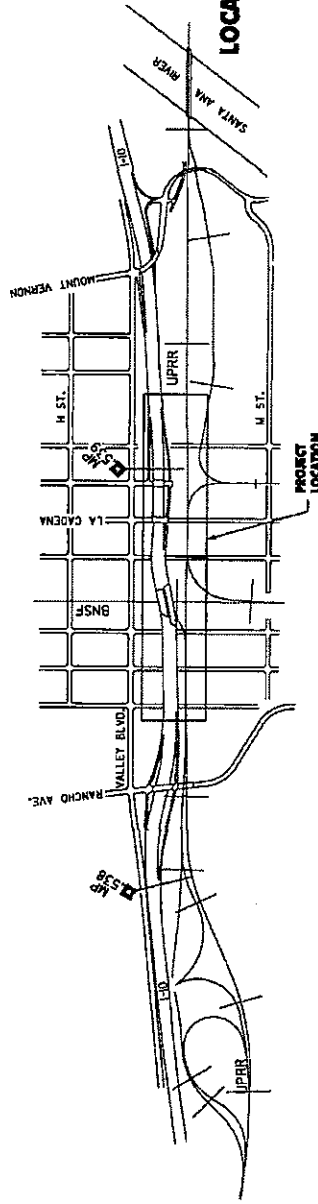
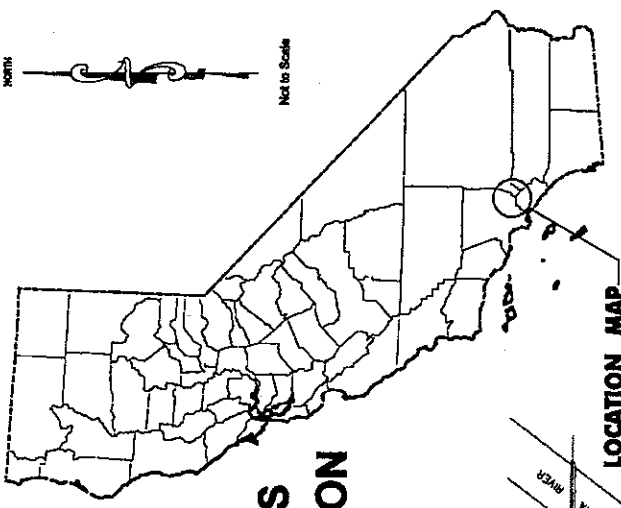
Exhibit A




Final Plans and Specifications for Utility Work
[attached hereto]

ENGINEERING DESIGN & CONSTRUCTION

COLTON, CALIFORNIA MP 537.7 TO MP 539.7

ALHAMBRA, MOJAVE, AND YUMA SUBDIVISIONS FLYOVER OF BNSF SAN BERNARDINO SUBDIVISION



 City of Colton Public Works & Utility Services Department 277 W. Main St., P.O. Box 1000 Colton, CA 92316 Phone: (951) 261-1000	 State of California Department of Transportation 1200 I Street, Sacramento, CA 95833 Phone: (916) 227-1000	Underground Service Alert Call TOLL FREE 1-800-422-4133 For more information, visit us online	BENTON/BLANK SEE SPECIAL NOTES PROJECT LOCATION	 CITY OF COLTON PUBLIC WORKS & UTILITY SERVICES DEPARTMENT 277 W. MAIN ST., P.O. BOX 1000 COLTON, CA 92316 PHONE: (951) 261-1000	PREPARED BY: HDR HDR INC. 10000 Rockledge Drive, Suite 200 Irvine, CA 92618 Phone: (949) 261-1000	CITY OF COLTON PUBLIC WORKS & UTILITY SERVICES DEPARTMENT 277 W. MAIN ST., P.O. BOX 1000 COLTON, CA 92316 PHONE: (951) 261-1000
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WATER GENERAL NOTES

1. WATER MAINS TO HAVE A MINIMUM 3% OF COVER.
2. MINIMUM DISTANCE IS TO BE MAINTAINED BETWEEN WATER AND SEWER LINES AS PER CURRENT CALIFORNIA STATE HEALTH DEPARTMENT REGULATIONS.
3. IF SHALL BE THE CONTRACTOR'S RESPONSIBILITY NOT TO EXCEED THE PIPE MANUFACTURER'S RECOMMENDED BURIAL DEPTHS. SHORTER LENGTH PIPES MAY BE REQUIRED IN SOME CASES. HORIZONTAL CURVES, SHORTER LENGTH PIPES MAY BE REQUIRED IN SOME CASES.
4. THE CONTRACTOR SHALL CALL IN A LOCATION REQUEST TO UNDERGROUND SERVICE ALERT (USAL) NUMBER 8-800-424-1222, TWO (2) WORKING DAYS BEFORE UNDERGROUND INSPECTION WILL BE PROVIDED AND NO CONSTRUCTION PERMIT ISSUED BY THE PUBLIC WORKS DEPARTMENT UNTIL THE CONTRACTOR HAS PROVIDED AN INQUIRY IDENTIFICATION NUMBER BY USAL.
5. IT SHALL BE THE WATER CONTRACTORS RESPONSIBILITY TO ADJUST ALL VALVE CAN LIDS TO FINGER GRADE AFTER FINAL PAVING.
6. BEFORE FINISH CONTRACTOR SUBMITS FINAL BID TO OWNER, CONTRACTOR SHALL CONTACT WATER/WASTEWATER DEPARTMENT FOR UPDATED DRAWINGS.
7. INSPECTION OF ANY PART OF THE PROJECT BY WATER/WASTEWATER DEPARTMENT DOES NOT CONSTITUTE ACCEPTANCE OF PROJECT OR ANY PART THEREOF.
8. CONTRACTOR SHALL NOTE THAT SURVEY MONUMENTS BY STATE LAW SHALL BE PROTECTED AND PROPERLY MAINTAINED. MONUMENTS ARE NEAR THE PATROL CONTRADICTION. THE CONTRACTOR SHALL HAVE THE MONUMENT LOCATED AND REPERCEIVED OUT BY A LICENSED LAND SURVEYOR PRIOR TO THE TIME OF CONSTRUCTION AND RESET. AFTER CONSTRUCTION, AS ALLOWED BY STATE LAW CORRECT RECORDS ARE TO BE FILLED PROMPTLY WITH THE COUNTY SUPERVISOR FOR NEW INFORMATION.
9. THE CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE AND LOCAL REGULATIONS FOLLOWING THE CITY'S ORDINANCES FOR STORMWATER BEST MANAGEMENT PRACTICES. SHOULD THE CONTRACTOR VIOLATE ANY OF THE FEDERAL, STATE AND LOCAL REGULATIONS REGARDING CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD REGULATIONS, THE CONTRACTOR WILL BE HELD RESPONSIBLE AND SHALL PAY THE FINE.

SEWER GENERAL NOTES

1. ALL WORK SHALL CONFORM TO THE STANDARDS PLANS AND SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION AND THE STANDARD DRAWINGS OF THE CITY OF COLTON.
2. ALL SEWER LATERALS SHALL BE CONSTRUCTED PER CITY OF COLTON STANDARD DRAWING NO. 312. EXACT LOCATION TO BE DETERMINED AT THE TIME OF CONSTRUCTION.
3. ALL UTILITY LOCATIONS AND DEPTHS MUST BE MARKED IN THE FIELD BEFORE ANY UNDERGROUND SERVICE IS STARTED. TWO (2) PIPES DAVIS BEFORE UNDERGROUND SERVICE WILL BE PROVIDED AND NO CONSTRUCTION PERMIT ISSUED BY THE PUBLIC WORKS DEPARTMENT UNTIL THE CONTRACTOR HAS PROVIDED AN INQUIRY IDENTIFICATION NUMBER BY USAL.
4. IT SHALL BE THE SEWER CONTRACTORS RESPONSIBILITY TO ADJUST ALL MANHOLE RINGS AFTER PAVING.
5. ALL CROSSINGS OF WATER AND SEWER LINES SHALL CONFORM TO THE LATEST CALIFORNIA STATE HEALTH DEPARTMENT REGULATIONS AS TO CLEARANCE AND ENCASUREMENT.
6. ALL MANHOLES SHALL BE CONSTRUCTED PER CITY OF COLTON STANDARD DRAWING NO. 300.
7. UTILITY OWNERSHIP: THE CONTRACTOR SHALL NOTIFY THESE UTILITIES PRIOR TO CONSTRUCTION TO ALLOW FOR FIELD LOCATIONS OF FACILITIES, I.E. WATER, SEWER, GAS, TELEPHONE, POWER, CABLE TELEVISION AND STORM DRAIN.
8. CONTRACTOR SHALL OBTAIN AN EXCAVATION PERMIT FOR EXCAVATION OVER FIVE (5) FEET DEEPER THAN THEREOF.
9. REQUIREMENTS FOR MINIMUM DEFLECTIONS IN THE INSTALLATION OF VERTICAL AND HORIZONTAL CURVES.
10. COMPACTION TESTS ARE REQUIRED AT MINIMUM INTERVALS OF 250 FEET AND AROUND MANHOLES.
11. FLOW LINES WITH LESS THAN 0.4% SLOPE REQUIRE APPROVAL OF THE CITY ENGINEER.
12. USUAL MANHOLE SPACING SHALL BE 300 FEET, UP TO 300 FEET CAN BE ORRANTED BY THE CITY ENGINEER UNDER SPECIAL CONDITIONS.
13. CONSTRUCTION OF ANY PART OF PROJECT BY WATER & WASTEWATER DEPARTMENT DOES NOT CONSTITUTE FINAL ACCEPTANCE OF PROJECT OR ANY PART THEREOF.
14. THE CONTRACTOR SHALL NOTE THAT SURVEY MONUMENTS BY STATE LAW SHALL BE PROTECTED AND PROPERLY MAINTAINED. MONUMENTS ARE NEAR THE PATH OF CONSTRUCTION. THE CONTRACTOR SHALL HAVE THE MONUMENT LOCATED AND REPERCEIVED OUT BY A LICENSED LAND SURVEYOR PRIOR TO THE TIME OF CONSTRUCTION AND RESET. AFTER CONSTRUCTION, AS ALLOWED BY STATE LAW CORRECT RECORDS ARE TO BE FILLED PROMPTLY WITH THE COUNTY SUPERVISOR FOR NEW INFORMATION.

15. THE CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE AND LOCAL REGULATIONS FOLLOWING THE CITY'S ORDINANCES FOR STORMWATER BEST MANAGEMENT PRACTICES. SHOULD THE CONTRACTOR VIOLATE ANY OF THE FEDERAL, STATE AND LOCAL REGULATIONS REGARDING CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD REGULATIONS, THE CONTRACTOR WILL BE HELD RESPONSIBLE AND SHALL PAY THE FINE.
16. CONTRACTOR SHALL VIDEO THE NEW SEWER MAIN INSTALLATION AND PROVIDE ONE VIDEO TAPE TO THE UTILITY INSPECTOR AND ONE VIDEO TAPE TO THE OWNER PRIOR TO FINAL AS-BUILT.

ELECTRICAL GENERAL NOTES

1. ALL ELECTRIC SUBSTRUCTURES AND CONDUIT SHALL BE INSPECTED BY THE CITY OF COLTON PRIOR TO INSTALLATION.
2. FLOOR SYSTEMS SHALL NOT BE CLOSER THAN 12 INCHES TO ELECTRIC SYSTEM WITHOUT PRIOR APPROVAL BY THE ELECTRIC DEPARTMENT.
3. COMPLETION OF BACKFILL SHALL BE AT A MINIMUM UNLESS OTHERWISE SPECIFIED BY THE CONTRACTOR. ALL ELECTRICAL WORK SHALL BE PROTECTED BY THE CITY OF COLTON BY A LICENSED ENGINEER OR ELECTRICAL JOURNALLY AT RANDOM THROUGH LOCATIONS AND AT ALL PRIMARY VAULT AND BOX LOCATIONS.
4. LANDSCAPED AREAS SURROUNDING BOXES SHALL BE BLOWN AWAY TO PREVENT DRAINAGE INTO SOFT SOILES INITIATED NEAR BOXES. BOXES SHALL BE PROTECTED BY SETTING METAL BOXES AROUND ALL TRANSFORMER PANS AND INSER POLES THAT ARE NEAR TRAFFIC AREAS.
5. BOXES SHALL BE INSTALLED FLUSH IN SIDEWALKS AND 3 INCHES ABOVE FINISH GRADE IN PARKWAYS. TRANSFORMER PANS SHALL BE 3" ABOVE FINISH GRADE. TOPS OF JUBS AND JOINTS SHALL BE 3" ABOVE FINISH GRADE. ALL ELECTRICAL WORK SHALL BE PROTECTED BY THE CITY OF COLTON BY A LICENSED ENGINEER OR ELECTRICAL JOURNALLY AT RANDOM THROUGH LOCATIONS AND AT ALL PRIMARY VAULT AND BOX LOCATIONS.
6. ALL ELECTRIC CONDUITS SHALL BE BORNED AS PVC. SECONDARY VOLTAGE CONDUIT SHALL HAVE A MINIMUM OF 3" OF COVER. PRIMARY VOLTAGE CONDUIT SHALL HAVE A MINIMUM OF 4" OF COVER. THE SIZES AND RATES OF COVER SHALL BE DETERMINED BY THE SITUATION. ALL CONDUIT SHALL BE MARKED WITH THE ELECTRIC DEPARTMENT AND OTHER MARKERS FOR FUTURE LOCATIONS. ALL CONDUIT SHALL BE CAPED AND SHALL BE OF 1" HORIZONTAL AND 1" VERTICAL. ALL VERTICALLY BORED CONDUIT SHALL BE MARKED WITH AN ENCASUREMENT PER ELECTRIC UTILITY INSTRUCTIONS.
7. ALL PRIMARY CONDUITS WITHIN A STREET SHALL BE ENCASED WITH 4 INCHES ON CONCRETE BACKFILL. ALL DUCT BANKS OF A CONDUIT ON HIGHWAYS SHALL BE FULLY ENCASED WITH 4 INCHES ON CONCRETE BACKFILL. ALL DUCT BANKS OF A CONDUIT ON HIGHWAYS SHALL BE FULLY ENCASED WITH 4 INCHES ON CONCRETE BACKFILL. ALL DUCT BANKS OF A CONDUIT ON HIGHWAYS SHALL BE FULLY ENCASED WITH 4 INCHES ON CONCRETE BACKFILL. ALL DUCT BANKS OF A CONDUIT ON HIGHWAYS SHALL BE FULLY ENCASED WITH 4 INCHES ON CONCRETE BACKFILL.
8. A POWEREES RAY FALING TAPE (METCO MULTITAPE OR EQUAL) WHITE WITH REDUCED FOOTAGE MARKING, 2400 INCHES WIDE, SHALL BE INSTALLED IN ALL CONDUIT AND ATTACHED TO ALL CONDUITS. THE ELECTRIC DEPARTMENT SHALL VERIFY THE MARKING OF ALL CONDUITS WITH THE APPROPRIATE MARKING.
9. CONTRACTOR SHALL COMPLY WITH ALL STATE DEPARTMENT OF INDUSTRIAL SAFETY REGULATIONS.
10. CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT AT LEAST 48 HOURS IN ADVANCE PRIOR TO CONSTRUCTION. ALL SEWER AND WATER UTILITIES SHALL BE MARKED AND PROTECTED BY THE CITY OF COLTON BY A LICENSED ENGINEER OR ELECTRICAL JOURNALLY AT RANDOM THROUGH LOCATIONS AND AT ALL PRIMARY VAULT AND BOX LOCATIONS.
11. CONTRACTORS SHALL REQUEST AN ELECTRIC DEPARTMENT STANDBY CREW PRIOR TO ENTRY INTO AN EXISTING ELECTRIC BOX OR WHEN WORKING NEAR EXISTING ELECTRIC FACILITIES.
12. THIS PLAN IS DRAWN BY THE CITY OF COLTON AND FIELD ADJUSTMENTS SHALL BE APPROVED IN ADVANCE BY THE ELECTRIC DEPARTMENT. ALL CONSTRUCTION SHALL CONFORM TO THE CURRENT STANDARDS AND DETAILS OF THE CITY OF COLTON ELECTRIC DEPARTMENT.
13. FOR DETAILED CONSTRUCTION REQUIREMENTS AND INSPECTION CALL THE CITY OF COLTON ELECTRIC DEPARTMENT AT 909-704-6100.
14. ALL CONTRACTOR SUPPLIES MATERIAL MUST BE SUBMITTED TO THE CITY OF COLTON ELECTRIC DEPARTMENT FOR APPROVAL PRIOR TO CONSTRUCTION.
15. ALL SWITCHING PROCEDURES MUST BE APPROVED BY THE CITY OF COLTON ELECTRIC DEPARTMENT PRIOR TO START OF WORK.

GENERAL NOTES

1. RAILROAD REVIEW AND APPROVAL OF DEMOLITION, SHORING, ERECTION AND FALSEWORK IS REQUIRED. ALLOW MINIMUM OF FOUR WEEKS FOR THE REVIEW AND APPROVAL OF EACH ROUND OF SUBMITTAL.
2. DESIGN AND CONSTRUCT ANY SHORING SYSTEM THAT IMPACTS THE RAILROADS OPERATION AND/OR SHORING SYSTEMS. SEE DETAIL FOR THE RAILROADS CURRENT GUIDELINES FOR TEMPORARY SHORING. SEE DETAIL FOR THE RAILROADS CURRENT GUIDELINES FOR TEMPORARY SHORING. SEE DETAIL FOR THE RAILROADS CURRENT GUIDELINES FOR TEMPORARY SHORING. SEE DETAIL FOR THE RAILROADS CURRENT GUIDELINES FOR TEMPORARY SHORING.
3. A TRAIN PASSES THE WORK SITE. ALL PERSONNEL MUST CLEAR THE AREA WITHIN 25 FEET OF THE TRACK CENTERLINE AND SECURE ALL EQUIPMENT.

GENERAL NOTES (CONT.)

4. FOR RAILROAD COORDINATION, PLEASE REFER TO THE RAILROADS COORDINATION REQUIREMENTS AS PART OF THE SPECIFICATIONS ON SPECIAL PROVISIONS OF THE PROJECT.
5. ALL WATER OR WASTEWATER CONNECTIONS AND INSTALLATIONS SHALL BE INSTALLED BY THE CONTRACTOR AND APPROVED BY THE CITY OF COLTON WATER DEPARTMENT.
6. THE UNDERDEVELOPER AND INSTALLED BY THE CITY OF COLTON WATER DEPARTMENT.
7. ALL ON SITE AND OFF SITE FIRE PROTECTION IS SUBJECT FOR REVISIONS ONLY AND IS NOT INCLUDED ON THIS PLAN FOR APPROVAL. ALL ON-SITE FIRE PROTECTION SHALL BE SUBMITTED TO THE FIRE DEPARTMENT FOR REVIEW, APPROVAL AND SEPARATE PERMIT ISSUANCE.
8. PLEASE CONTACT THE FIRE DEPARTMENT, FOR APPROVAL OF FIRE PROTECTION PLANS AT 909-704-6100.

INDEX

SHEET NO	PLAN NO	DESCRIPTION
1	0001	COVER SHEET
2	0002	PROJECT INDEX & REVISIONS
3	0003	GENERAL NOTES & PROJECT CONTACTS
4	0004	ABBREVIATIONS & LEGEND
5	0005	PROJECT OVERVIEW
6	P001	UTILITY PLAN & PROFILE 3RD STREET 14" WATER
7	P002	UTILITY PLAN & PROFILE 3RD STREET 16" SANITARY SEWER
8	P003	UTILITY PLAN & PROFILE 5TH STREET 14" SANITARY SEWER
9	P004	UTILITY PLAN & PROFILE 7TH STREET 12" WATER
10	P005	UTILITY PLAN & PROFILE 7TH STREET 16" SANITARY SEWER
11	P006	UTILITY PLAN & PROFILE 8TH STREET - 16" WATER
12	P007	UTILITY PLAN & PROFILE 11TH STREET - 16" SEWER
13	D001	UNDERGROUND UTILITY UPGRADE DETAIL - SHEET 1 OF 2
14	D002	UNDERGROUND UTILITY UPGRADE DETAIL - SHEET 2 OF 2
15	E001	3RD STREET ELECTRICAL RELOCATION - OH
16	E002	4TH STREET ELECTRICAL RELOCATION - OH - NIC
17	E003	9TH STREET ELECTRICAL RELOCATION
18	E004	11TH STREET ELECTRICAL RELOCATION
19	E005	UNDERGROUND ELECTRICAL DETAILS
20	E006	MANHOLE DETAILS
21	E007	OVERHEAD ELECTRICAL DETAILS

PREPARED BY: **HR**
 HERRINGTON & RYAN, INC.
 1000 W. MAIN ST., SUITE 100
 COLTON, CA 92324
 PHONE: 909-704-6100

CITY OF COLTON
 PUBLIC WORKS & UTILITY DEPARTMENT
 1000 W. MAIN ST., SUITE 100
 COLTON, CA 92324
 PHONE: 909-704-6100

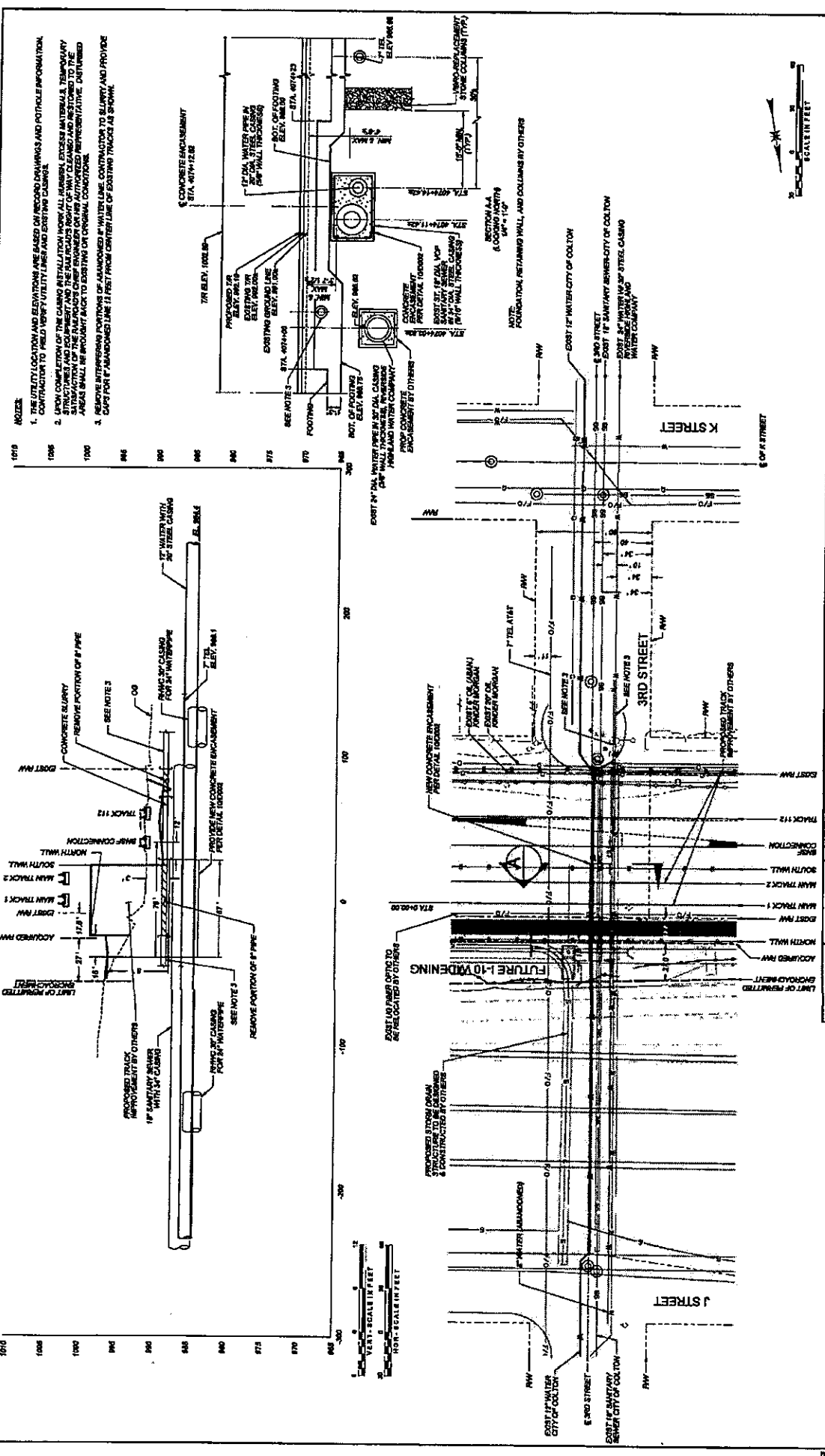
DATE: 08/11/17
 SHEET NO. 1 OF 21
 PROJECT NAME: 3RD STREET & 11TH STREET

UNDERGROUND SERVICE ALERT
 1-800-424-1222
 424-4133

PROVIDE A COPY OF THIS PLAN TO THE UTILITY OWNERS

UNDERGROUND SERVICE ALERT
 1-800-424-1222
 424-4133

PROVIDE A COPY OF THIS PLAN TO THE UTILITY OWNERS



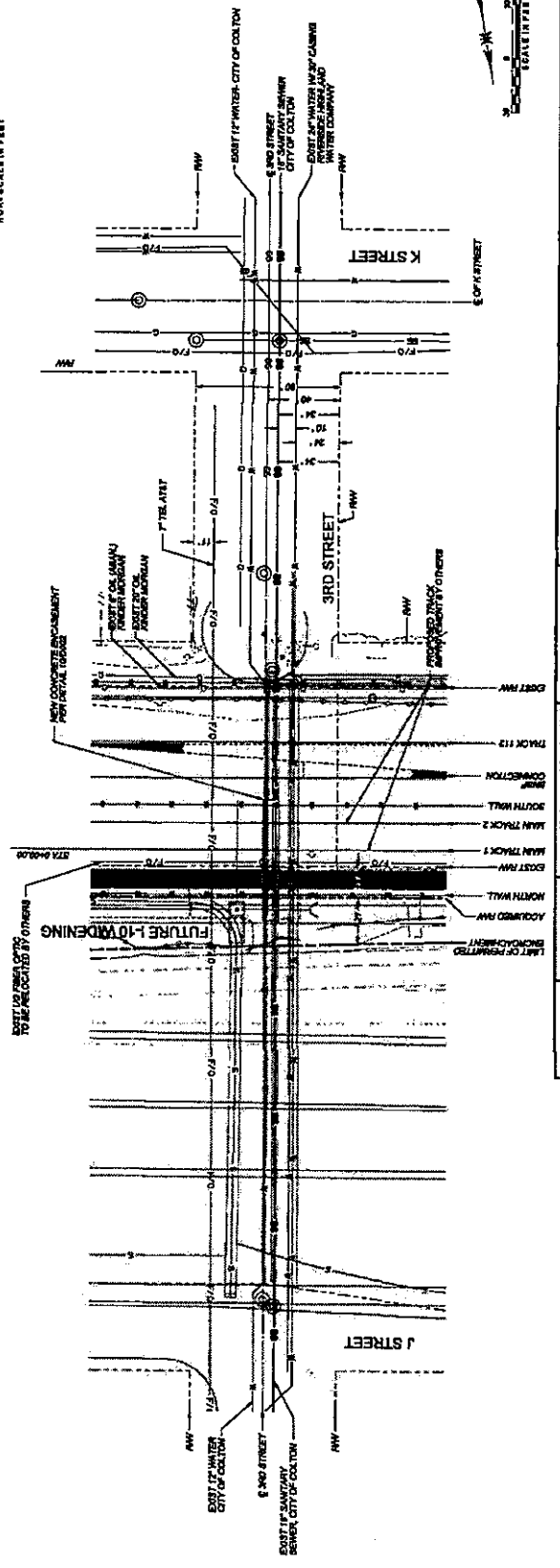
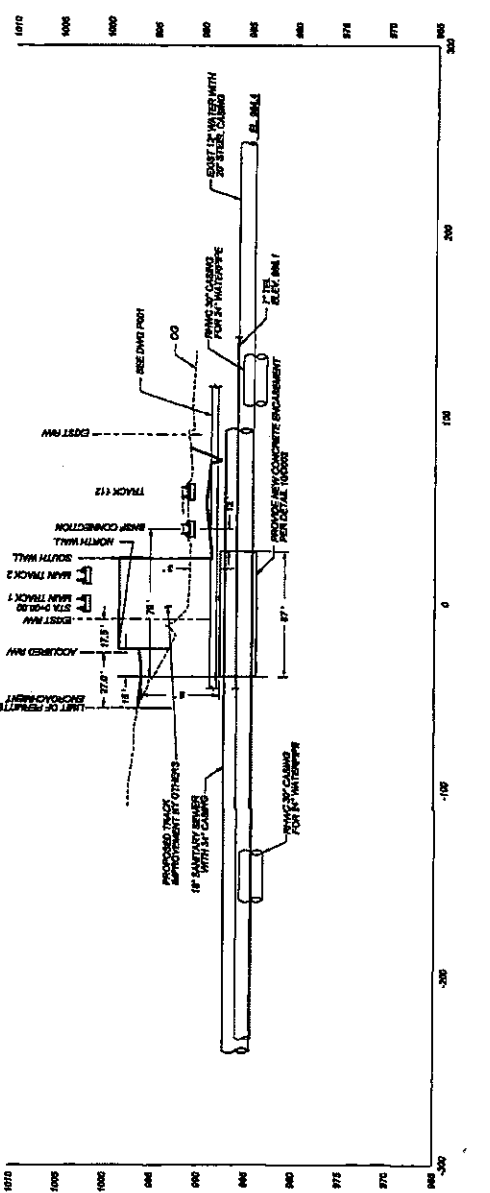
- NOTES:**
1. THE UTILITY LOCATION AND ELEVATIONS ARE BASED ON RECORD DRAWINGS AND POT-HOLE INFORMATION. CONTRACTOR TO FIELD VERIFY UTILITY LINES AND EXISTING CASINGS.
 2. UPON COMPLETION OF THE CASING INSTALLATION WORK ALL NUMERICAL EXCESS MATERIALS, TEMPORARY STRUCTURES AND EQUIPMENT AND THE ROAD SURFACE SHALL BE RESTORED TO ORIGINAL CONDITIONS. ALL AREAS SHALL BE RESTORED TO ORIGINAL CONDITIONS.
 3. REMOVE INTERFERING PORTIONS OF EXISTING WATER MAINS AND CASINGS AS SHOWN. PROVIDE CURB FOR 4' ADJACED LINE 12 FEET FROM CENTERLINE OF EXISTING TRACKS AS SHOWN.

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<p>CITY OF COLTON PUBLIC WORKS & UTILITY SERVICE DEPARTMENT 100 WEST MAIN ST., COLTON, CA 95310 PHONE: (530) 932-1133</p>		<p>UTILITY MAINS FREE 3RD STREET 12' WATER</p>
<p>PREPARED BY: HXR HARRIS & RYAN ENGINEERS, INC. 1000 BROADWAY, SUITE 1000 SAN FRANCISCO, CA 94133 PHONE: (415) 774-1100</p>		<p>PLANNING NO. 001 DATE: 01/11/2008</p>
<p>BENCHMARK SEE GENERAL NOTES & PROJECT CONTRACT (SHEET 1000)</p>		<p>UTILITY MAINS FREE 3RD STREET 12' WATER</p>
<p>Underground Service Alert Call TOLL FREE 1-800-422-4133 THE MODERN DRIVE SERVICE YOU DESERVE</p>		<p>UTILITY MAINS FREE 3RD STREET 12' WATER</p>

- ROUTE
1. UTILITY LOCATION AND ELEVATIONS ARE BASED ON RECORD DRAWINGS AND FIELD VERIFICATION OF EXISTING UTILITIES AND RECORD DRAWINGS.
 2. UPON COMPLETION OF THE CASINO INSTALLATION WORK, ALL EXISTING EXCESS MATERIALS, TEMPORARY STRUCTURES AND EQUIPMENT AND THE REMAINDER OF THE CASINO SHALL BE REMOVED TO THE SATISFACTION OF THE AGENCIES AND THE AREA SHALL BE RESTORED TO ORIGINAL CONDITIONS.



99 19191-1-02 (09) 11/22/03 (03) 14

PREPARED BY: **HR** HERRINGTON & RICHARDS, INC. 1000 BROADWAY, SUITE 1000, NEW YORK, NY 10018

BENCHMARK: SEE VERTICAL CURVE SHEET FOR LOCATION

Underground Service Alert: CALL TOLL FREE 1-800-422-4133

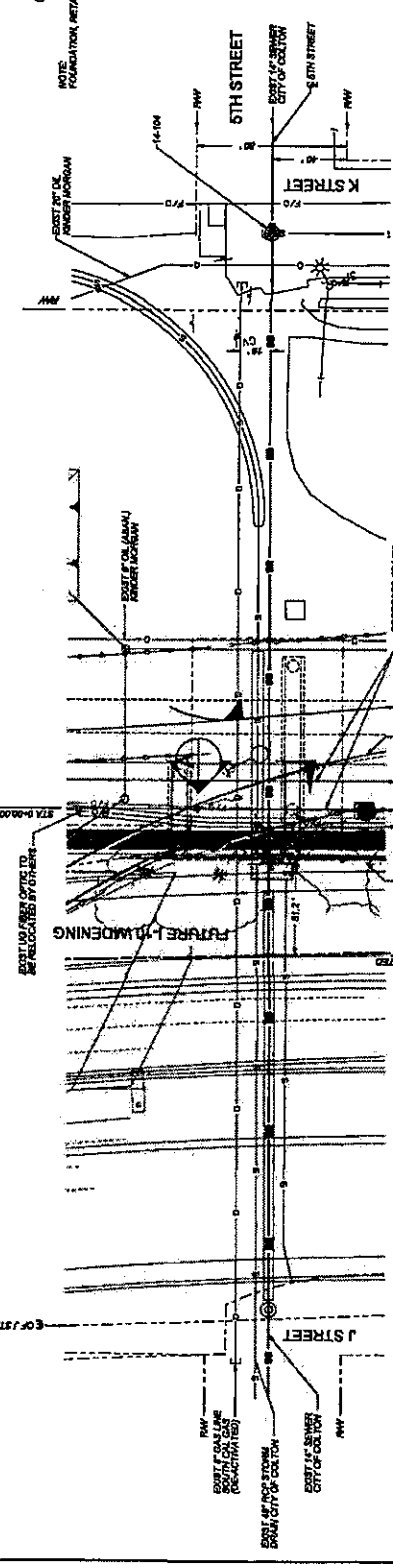
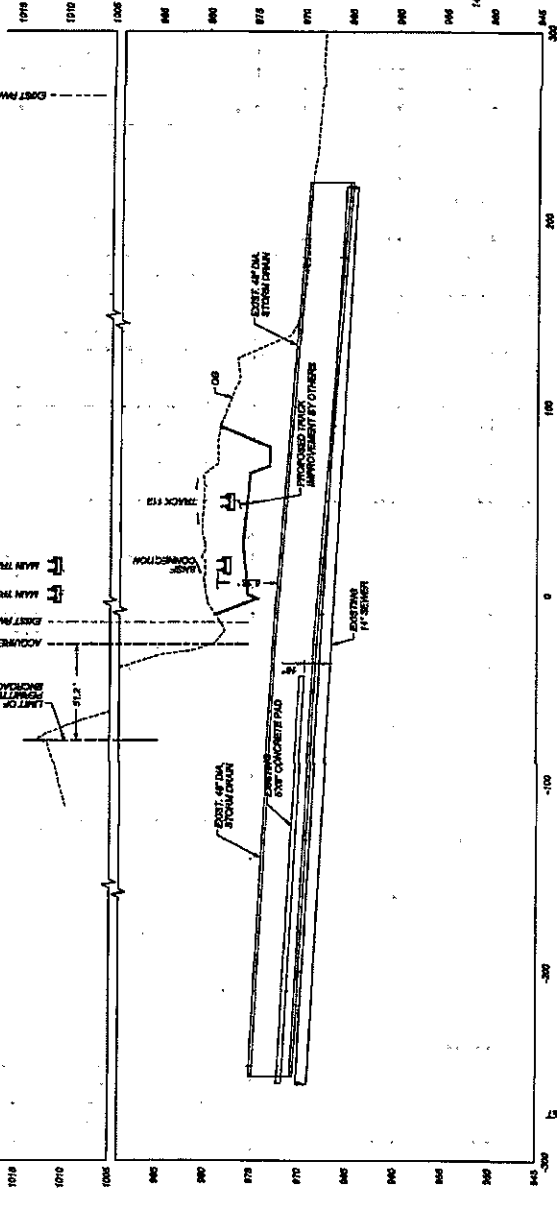
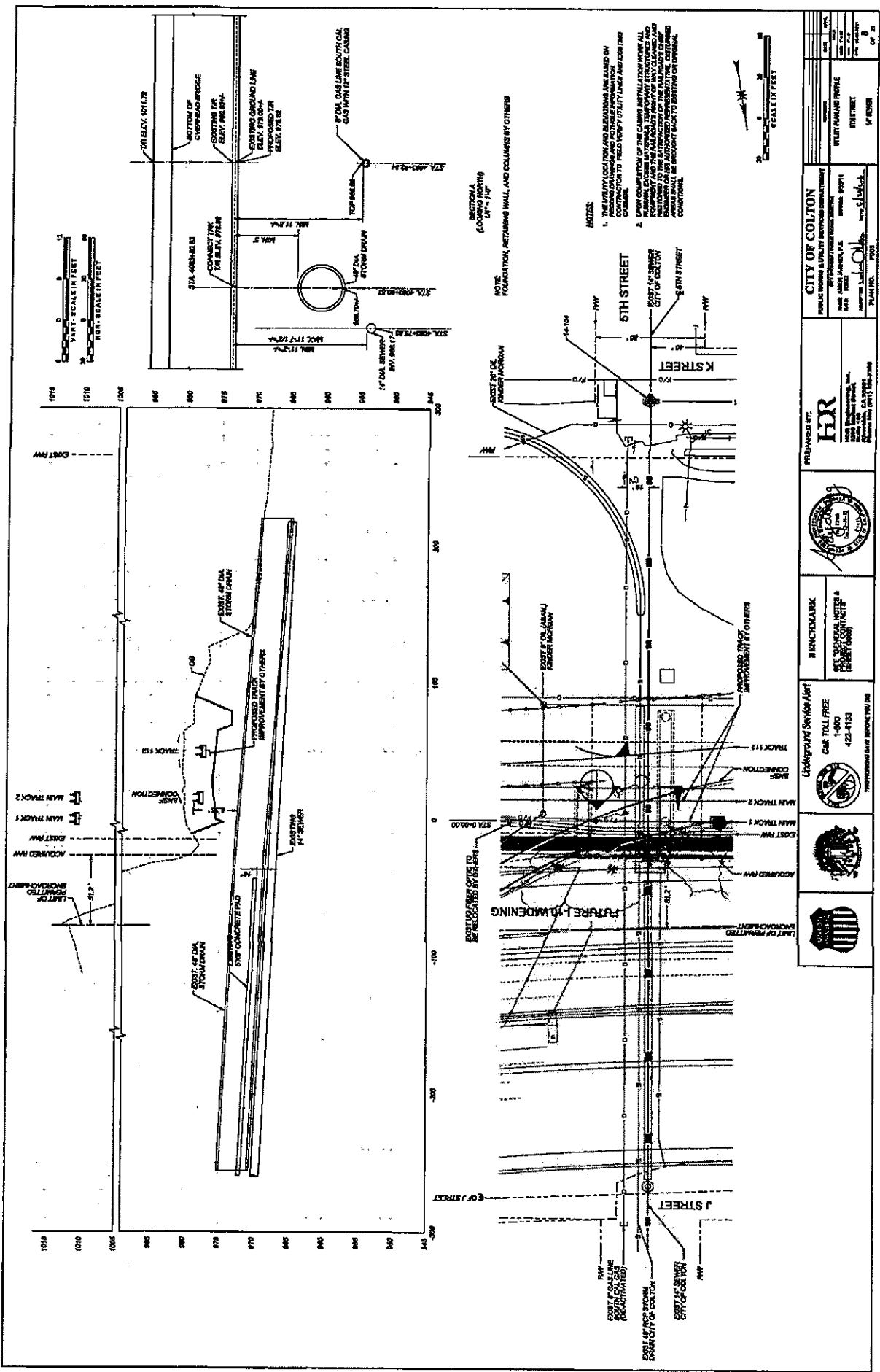
CITY OF COLTON PUBLIC WORKS & UTILITY SERVICES DEPARTMENT 300 STREET COLTON, CA 95024

PLANNED BY: CITY OF COLTON

DATE: 11/22/03

PROJECT NO: 03-001

OF 11



SECTION A
CROSSING NORTH
1/4\"/>

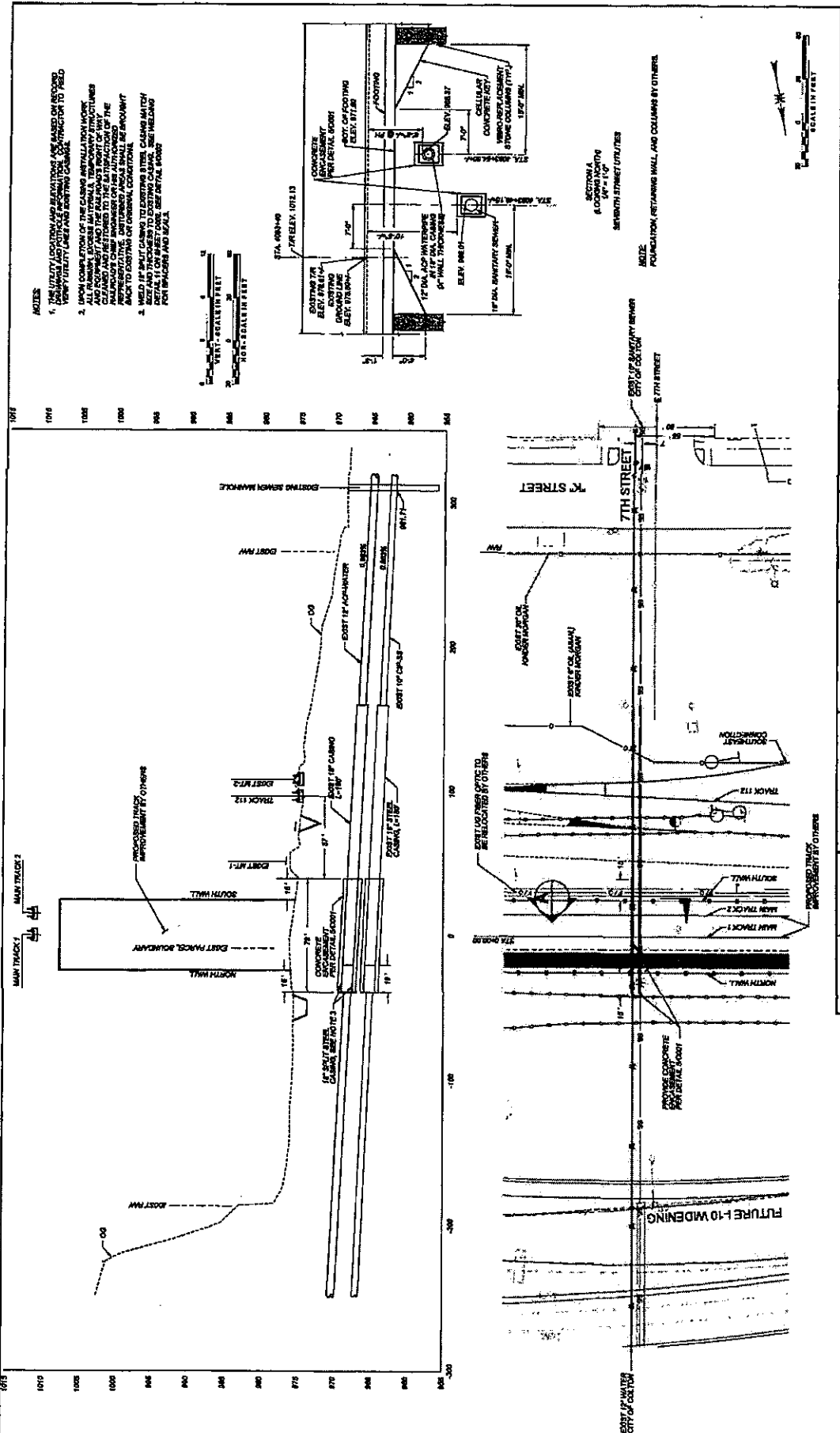
NOTE:
 FOUNDATION, RETAINING WALL, AND COLUMNS BY OTHERS

NOTES:

1. THIS PLAN IS FOR THE USE OF THE CONTRACTOR AND IS NOT TO BE USED FOR ANY OTHER PURPOSES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF COLTON AND THE CALIFORNIA DEPARTMENT OF TRANSPORTATION AND PUBLIC UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF COLTON AND THE CALIFORNIA DEPARTMENT OF TRANSPORTATION AND PUBLIC UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF COLTON AND THE CALIFORNIA DEPARTMENT OF TRANSPORTATION AND PUBLIC UTILITIES.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.

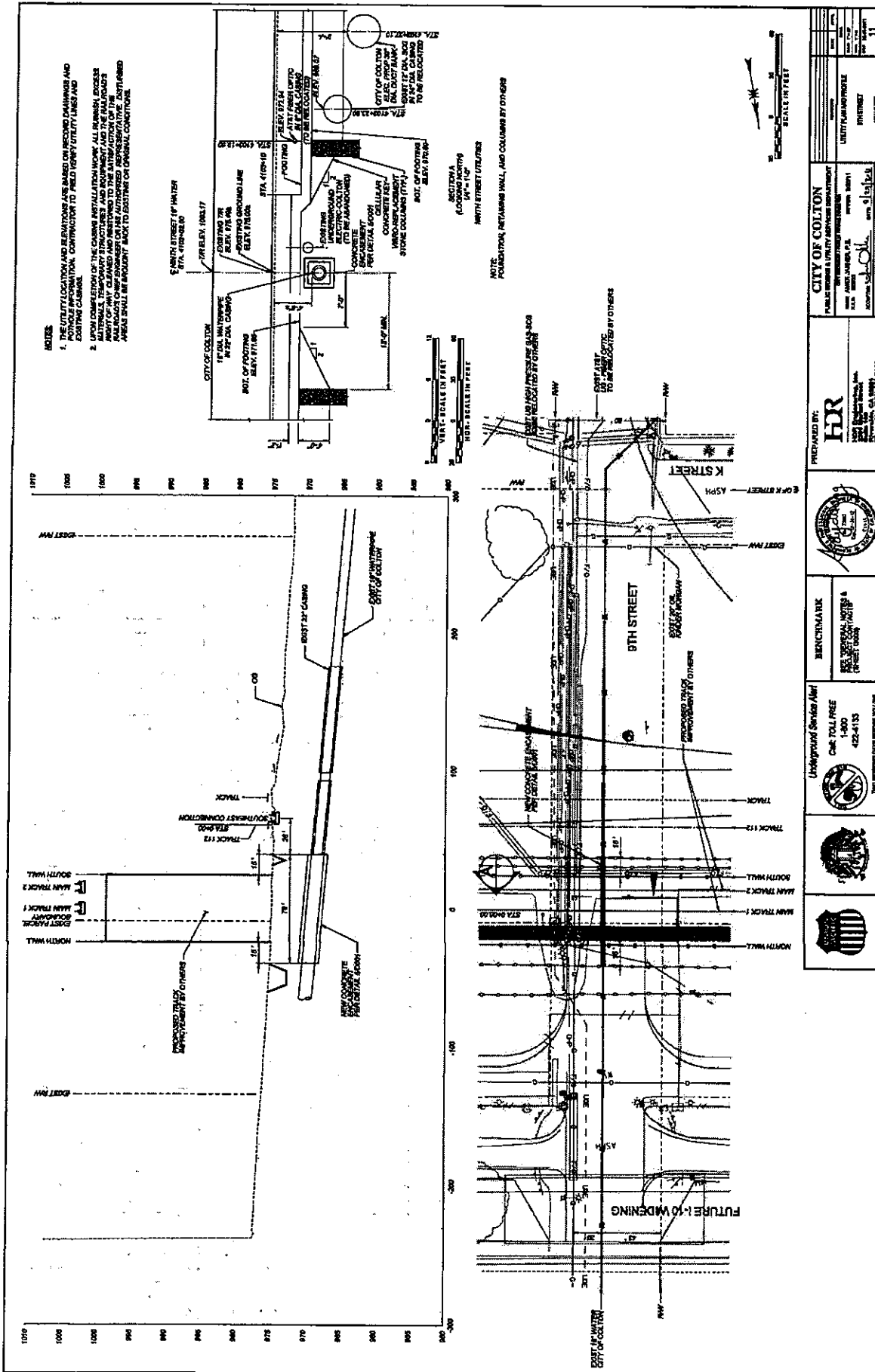


	CITY OF COLTON PUBLIC WORKS & UTILITY DIVISION DEPARTMENT 200 WEST MAIN STREET, COLTON, CA 95710 (530) 932-1100
	PREPARED BY:
	BENCHMARK METEOROLOGICAL SERVICE & SURVEY CONTRACTORS (916) 735-1000
	Underground Service Alert CAR FREE LADS 422-4133 TWO WEEKS ADVANCE BEFORE YOU GO

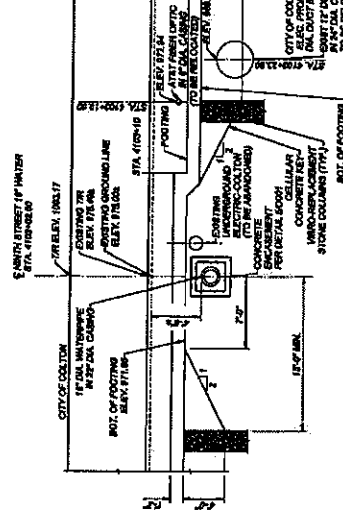


- NOTES**
1. THE UTILITY LOCATIONS AND DEPTHS ARE BASED ON RECORD DRAWINGS AND UTILITY INFORMATION. CONTRACTOR TO FIELD VERIFY STREET UTILITIES AND DEPTHS.
 2. UPON COMPLETION OF THE CANALS INITIAL IRON WORK AND STRENGTH AND THE MAIN POINT OF THE CANALS SHALL BE PROTECTED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES FROM DAMAGE DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES FROM DAMAGE DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES FROM DAMAGE DURING CONSTRUCTION.
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		CITY OF COLTON PUBLIC WORKS & UTILITIES DEPARTMENT 1000 MAIN STREET COLTON, CA 95310 PHONE: (530) 932-1234 FAX: (530) 932-1234
	BERNARD BANK 1000 MAIN STREET COLTON, CA 95310 (530) 932-1234	PREPARED BY:
Underground Service Alert CALL TOLL FREE 1-800-4-A-HEAD 1-800-442-4133 WWW.HEADLINE119.COM		SECTION A 12'-0" x 12'-0" SEVENTH STREET UTILITIES FOUNDATION RETAINING WALL AND COLUMNS BY OTHERS.



- NOTES:**
1. THE UTILITY LOCATION AND ELEVATIONS ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY. CONTRACTOR TO FIELD VERIFY UTILITY LINES AND COORDINATE CLASS.
 2. UPON COMPLETION OF THE WORK, ALL UTILITIES SHALL BE RELOCATED TO ORIGINAL OR NEARBY LOCATIONS. ALL EXISTING STRUCTURES, INCLUDING TEMPORARY STRUCTURES, SHALL BE MAINTAINED AND RESTORED TO ORIGINAL CONDITION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL UTILITIES AND STRUCTURES. ALL UTILITIES SHALL BE RELOCATED BACK TO ORIGINAL OR NEARBY LOCATIONS.

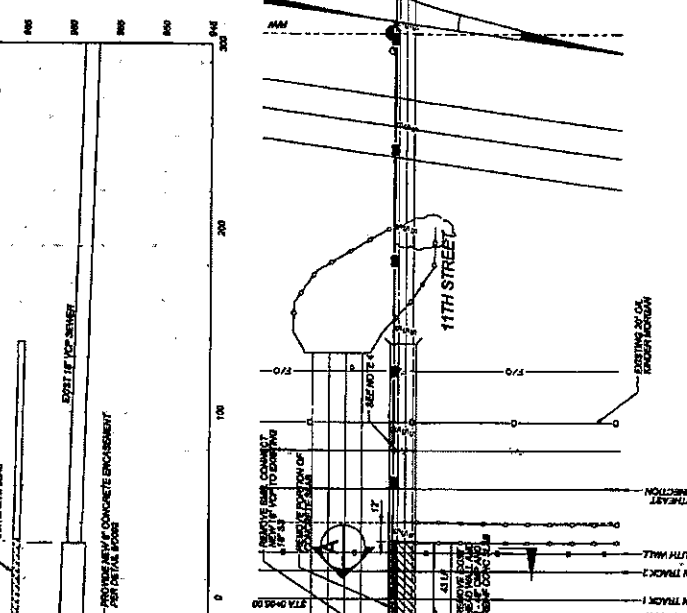
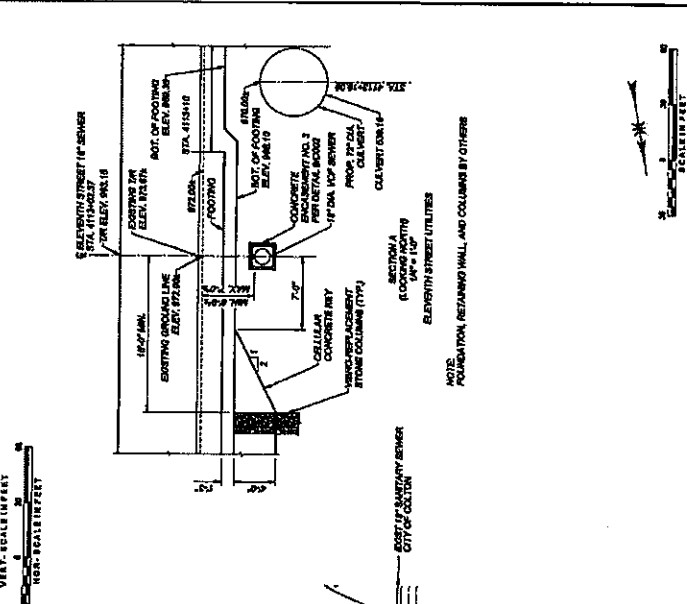


SECTION A (CROSS SECTION)
 NORTH STREET UTILITIES
 FOUNDATION, RETAINING WALL, AND COLLARS BY OTHERS

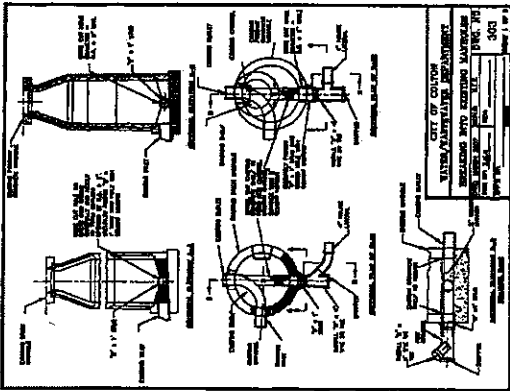


	CITY OF COLTON PUBLIC WORKS & UTILITY DEPARTMENT 100 W. MAIN STREET, P.O. BOX 1000 COLTON, CA 92324 PHONE: (951) 261-1000
	PREPARED BY:
	BENCHMARK 1000 W. MAIN STREET, SUITE 100 COLTON, CA 92324 PHONE: (951) 261-1000
	UNDERGROUND SERVICE ALERT CALL TOLL FREE 1-800-422-4153 THIS MESSAGE IS NOT A SERVICE CALL
	PROJECT NO.: 11-0000 SHEET NO.: 11-0000

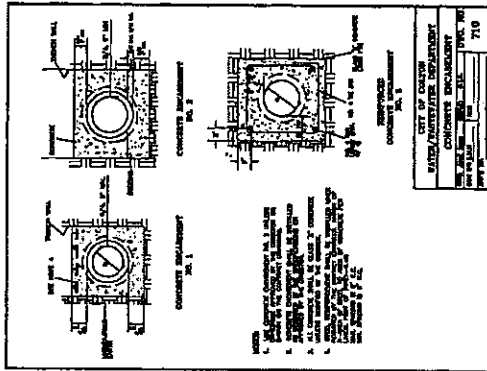
- NOTES:**
1. THE UTILITY LOCATION AND ELEVATIONS ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY DATA. CONTRACTOR TO FIELD VERIFY UTILITY LINES AND EXISTING CONDITIONS.
 2. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL MAINTAIN ALL EXISTING EXCESS MATERIALS, TEMPORARY STRUCTURES AND EQUIPMENT TO THE MAINTENANCE FRONT OF THE PROJECT. ALL EXCESS MATERIALS AND EQUIPMENT SHALL BE REMOVED FROM THE PROJECT AREA AND RESTORED TO THE ORIGINAL CONDITION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND AUTHORITY FROM THE CITY OF COLTON AND THE CALIFORNIA HIGHWAY PATROL.
 3. CONTRACTOR TO MAINTAIN ALL EXISTING UTILITY LINES AND STRUCTURES AS SHOWN ON THE RECORD DRAWINGS. CONTRACTOR TO PROVIDE PROTECTIVE COVERINGS FOR ALL EXPOSED UTILITIES. CONTRACTOR TO PROVIDE PROTECTIVE COVERINGS FOR ALL EXPOSED UTILITIES. CONTRACTOR TO PROVIDE PROTECTIVE COVERINGS FOR ALL EXPOSED UTILITIES.
 4. CONTRACTOR TO MAINTAIN ALL EXISTING UTILITY LINES AND STRUCTURES AS SHOWN ON THE RECORD DRAWINGS. CONTRACTOR TO PROVIDE PROTECTIVE COVERINGS FOR ALL EXPOSED UTILITIES. CONTRACTOR TO PROVIDE PROTECTIVE COVERINGS FOR ALL EXPOSED UTILITIES.
 5. CONTRACTOR TO MAINTAIN ALL EXISTING UTILITY LINES AND STRUCTURES AS SHOWN ON THE RECORD DRAWINGS. CONTRACTOR TO PROVIDE PROTECTIVE COVERINGS FOR ALL EXPOSED UTILITIES. CONTRACTOR TO PROVIDE PROTECTIVE COVERINGS FOR ALL EXPOSED UTILITIES.
 6. COORDINATE WITH CITY OF COLTON TO DETERMINE OR SHUT-DOWN SANITARY SEWER FLOW.



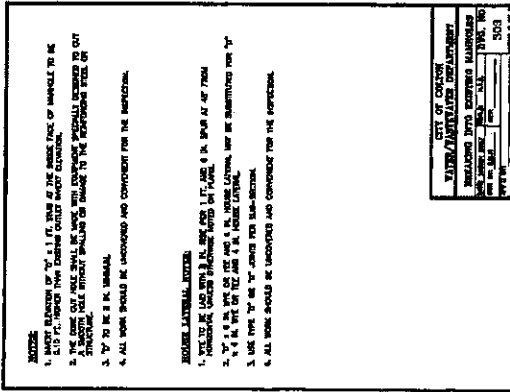
	CITY OF COLTON PUBLIC WORKS DEPARTMENT 1000 WEST MAIN STREET COLTON, CA 95310 PHONE: (530) 932-1133 FAX: (530) 932-1134 WWW: WWW.COLTON.CA.GOV	PREPARED BY: 		ENGINEER: JOHN J. HARRIS, P.E. LICENSE NO. 44511 CIVIL ENGINEER CALIFORNIA	PROJECT NO.: 17-200-001 DATE: 01/20/17	SCALE: 1" = 10'-0" DATE: 01/20/17
	UNDERGROUND SERVICE ALERT CALL TOLL FREE 1-800-432-4133 24 HOURS A DAY BEFORE YOU DIG			ENGINEER: JOHN J. HARRIS, P.E. LICENSE NO. 44511 CIVIL ENGINEER CALIFORNIA	PROJECT NO.: 17-200-001 DATE: 01/20/17	SCALE: 1" = 10'-0" DATE: 01/20/17



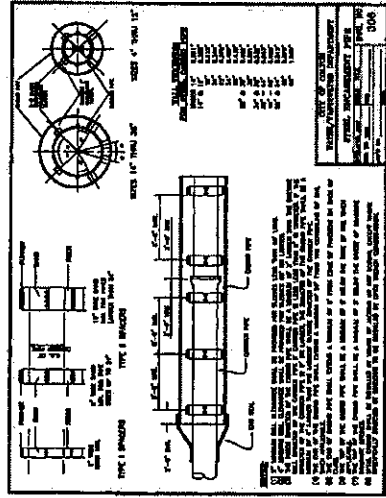
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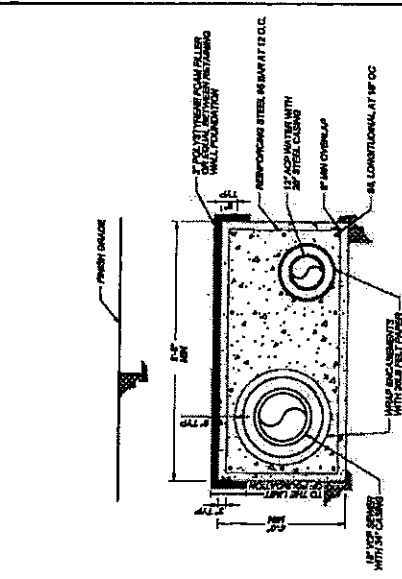
DETAIL 8
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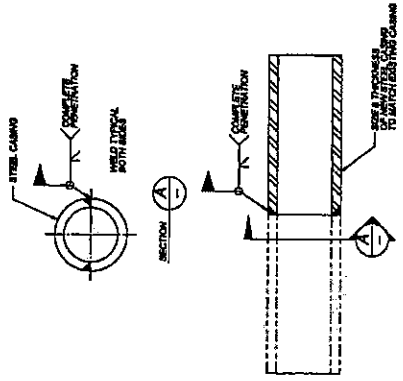
DETAIL 7-2
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DETAIL 9
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DETAIL 10
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DETAIL 11
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- NOTES:**
1. HATCH MANHOLE TO BE 1/2" IN. FROM THE INSIDE FACE OF MANHOLE TO BE 1/2" FROM THE INSIDE FACE OF MANHOLE.
 2. HATCH MANHOLE TO BE 1/2" IN. FROM THE INSIDE FACE OF MANHOLE TO BE 1/2" FROM THE INSIDE FACE OF MANHOLE.
 3. 1/2" TO BE 1/2" IN. MINIMUM.
 4. ALL WORK SHOULD BE CHECKED AND COMMENT FOR THE INSPECTION.

- REBAR LATERAL DETAIL:**
1. REBAR LATERAL DETAIL TO BE 1/2" IN. FROM THE INSIDE FACE OF MANHOLE TO BE 1/2" FROM THE INSIDE FACE OF MANHOLE.
 2. REBAR LATERAL DETAIL TO BE 1/2" IN. FROM THE INSIDE FACE OF MANHOLE TO BE 1/2" FROM THE INSIDE FACE OF MANHOLE.
 3. USE TYPE "B" OR "C" JOINT FOR REBAR.
 4. ALL WORK SHOULD BE CHECKED AND COMMENT FOR THE INSPECTION.

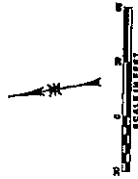
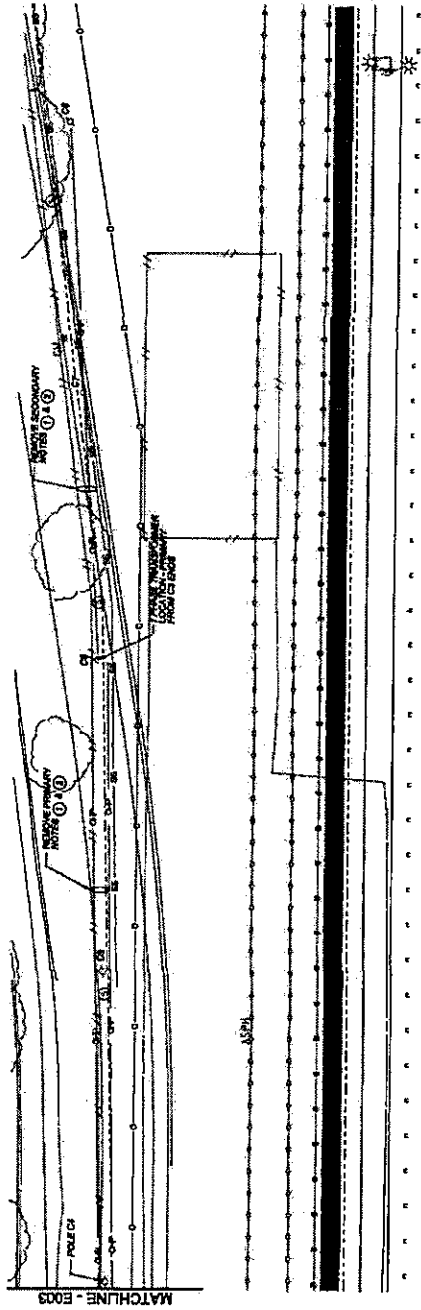
CITY OF COLTON	
WATER/WASTEWATER DEPARTMENT	
PROJECT NO.	3003
DATE	03/03
BY	...
CHECKED BY	...



PREPARED BY:
HR
 HERRING CONSULTANTS
 1000 W. COLTON AVENUE
 COLTON, CA 95310
 PHONE: (916) 231-1100
 FAX: (916) 231-1101
 WWW: WWW.HERRINGCONSULTANTS.COM

CITY OF COLTON
 PUBLIC WORKS & UTILITIES DEPARTMENT
 1000 W. COLTON AVENUE
 COLTON, CA 95310
 PHONE: (916) 231-1100
 FAX: (916) 231-1101
 WWW: WWW.CITYOFCOLTON.COM

DATE	03/03
BY	...
CHECKED BY	...
PROJECT NO.	3003
DATE	03/03
BY	...
CHECKED BY	...



- ELECTRICAL GENERAL NOTES**
1. ALL POLES, TRANSFORMERS, OUTLETS, APERTURES, SERVICE COUPLERS, AND TAPINGS SHALL BE RETURNED TO THE CITY OF COLTON AND SHALL BE MAINTAINED AS SHOWN.
 2. MISCELLANEOUS WIRE CONNECTIONS AND OTHER WORK SHALL BE REMOVED FROM THE SITE TAKEN TO THE AREA INDICATED THEREON.
 3. ALL WIRE SHALL BE REMOVED, ALL POLES AND TAPINGS SHALL BE REMOVED AND THE TAPING SHALL BE RECONNECTED TO THE MAIN SERVICE TAPING.
 4. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF COLTON SPECIFICATIONS AND THE CITY OF COLTON SPECIFICATIONS SHALL BE OBTAINED FROM THE CITY ENGINEER.
- UTILITY GENERAL NOTES**
1. ALL UTILITIES SHALL BE MAINTAINED AS SHOWN.
 2. ALL UTILITIES SHALL BE MAINTAINED AS SHOWN.
 3. ALL UTILITIES SHALL BE MAINTAINED AS SHOWN.

	CITY OF COLTON PUBLIC WORKS & UTILITY SERVICES DEPARTMENT 17TH STREET COLTON, CALIFORNIA 92324 PHONE: (951) 261-1111 FAX: (951) 261-1112	PREPARED BY: 		BENCHMARK SEE SPECIAL NOTES & PROJECT MANUAL	Underground Services Alert Call 800-FREE 1-800-422-1113 THE MESSAGE DATE BEFORE YOU DIAL			

Exhibit B

Letter Summarizing Additional Work
[attached hereto]



San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov



■ San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

March 18, 2011

Mr. Rod Foster
City of Colton
650 N. La Cadena Drive
Colton, CA 92324

Regarding: Colton Crossing Grade Separation Project
UPRR's Commitments

Dear Rod,

During our last Council Sub-Committee meeting we discussed and concurrence was reached on the aesthetic treatment of the Colton Crossing structure and other aesthetic improvements including the La Cadena Drive underpass. The final design of the Colton Crossing is proceeding and we have been working with the project team to have these aesthetic improvements incorporated into the design. The topics addressed below include Colton Crossing wall treatment, La Cadena Drive underpass, landscaping, and the American Railway Express Company Building.

Colton Crossing Wall Treatment

At the February 22, 2011 City Council Sub-Committee meeting HDR provided a PowerPoint presentation of the proposed wall treatment on the elevated rail structure. The treatments and textures have been influenced by the San Salvador Church and designed in such a manner to reduce graffiti. While the north and south side of the structure do not have the same design, the San Salvador Church elements provide a common thread to link the two sides. Attached (Attachment A) are two slides from the PowerPoint presentation of both sides of the structure. The final design team is currently drawing plans to implement these designs concurred to by the Sub-Committee.

La Cadena Drive Underpass

The La Cadena Drive Underpass will ultimately include three bridges. The southern bridge currently exists and will remain in place to accommodate the existing yard connector track and SE quadrant BNSF connector track. The middle bridge will be the new crossing of the elevated rail structure over La Cadena Drive. Finally, the northern bridge is the existing I-10 crossing.

During the Sub-Committee meeting we presented a rendering of La Cadena Drive that showed improvements to the existing structure and the proposed design of the new structure. As discussed and agreed to, the Colton Crossing project will incorporate the components shown in that rendering, which is included as Attachment B, as follows:

- Enhancement to the existing southern railroad bridge abutments with a treatment such as sandblasting medallions onto the face.
- Paint a background color on the abutments of the existing southern railroad bridge structure and the retaining walls on each side of the underpass to the existing stairways south of I-10.
- Implement the proposed design treatment on the new structure.
- Perform a one-time enhancement of the southern approach to the existing bridge by refreshing the existing hardscape (i.e. washing, staining, and/or sealing) and landscape (replacement planting and/or mulch) located on the slopes above the sidewalk.

In addition to the above, the project will fund the painting of two murals, one on each side of La Cadena Drive between the existing southern railroad bridge abutments to the existing stairways south of I-10. The area available for murals will be located approximately 10 feet above existing grade to discourage graffiti and will measure approximately 275 feet by 16 feet. There are several options for the design of the murals. One is to incorporate a railroad theme, such as depicting the American Railway Express Company building or something similar. The other option is to have local artists contribute a design that has Colton themes. Further discussions between UPRR and the City will be necessary to finalize the details of the implementation, cost, and design of the murals.

Landscaping

The Environmental Documents analyzed the opportunity for new landscaping in the area of the elevated structure and determined that the only viable location for landscaping exists on private property and within City right-of-way. Therefore, UPRR will create a fund for the eligible residents and the City to purchase and install landscaping as follows.

The residential areas generally include those lots north of West K Street from Rancho Avenue to 5th Street. Our preliminary research shows approximately 29 residential lots are eligible. The addresses of those lots are included in Attachment C.

Based on our aerial photograph research, the ability of each residential lot to handle additional landscaping varies. Some lots appear to be almost completely covered with either structure or driveway. Other lots are more open and could accept two or three trees

depending on the species. On average, the typical wholesale cost of a 15-gallon tree is \$30 to \$50. The cost of installation is similar to the tree cost. Therefore, each eligible residence would receive a budget of \$240 for the purchase and installation of three trees at \$40 per tree for purchase and \$40 per tree for installation. Of course a resident could choose to purchase two more expensive trees and remain within the allotment. Therefore, UPRR will commit a budget of \$6,960 for residential landscaping.

City right-of-way occurs along West K Street, between the BNSF tracks and La Cadena Drive. Additional right-of-way occurs on East K Street between La Cadena Drive and the 9th Street tracks. The length of right-of-way along West K Street is approximately 710 linear feet and East K Street is approximately 425 linear feet. Assuming street trees at 30 feet on center, this right-of-way would support 38 new trees. Based on similar values as discussed above, UPRR will commit an additional landscape budget of \$3,040 for City right-of-way street trees that are drought tolerant and consistent with the City's Tree Replacement Palette.

For both the residential and City right-of-way landscaping areas, UPRR will not be responsible for installation, irrigation, or ongoing maintenance. All work would be performed by the City or private residents and/or their contractors.

American Railway Express Company Building

The HDR/LSA team conducted extensive analysis of potential historical and cultural resources in the project area. That analysis determined that the American Railway Express Company building is not eligible for State or Federal listing. The Subcommittee expressed concern that while the structure may not be eligible for State or Federal listing, the structure is important to the community. Therefore, UPRR has committed to assemble a photographic and architectural survey of the American Railway Express Company Building as follows:

- UPRR will search its archives for historic photographs of the structure.
- UPRR will commission a photographer to take photos of the existing structure in high quality digital format and those photos will be printed on resin coated paper and included on an archival gold CD.
- UPRR will commission a LIDAR survey of the existing structure. The LIDAR survey is a laser technology that sweeps the structure and generates a 3 dimensional model. The detail can be at tight as 1/8". This survey would be presented digitally and on a set of plans.

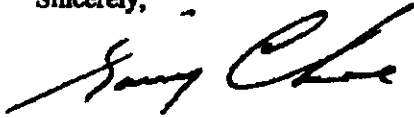
The information prepared by UPRR will allow the City to have excellent historical documentation of the structure and if an opportunity arises in the future, the City could use the plans to recreate the structure at a different location as part of a separate project.

UPRR's Commitments
Page 4
March 18, 2011

We anticipate this information could be presented to the City sometime this summer, prior to the start of construction.

The Colton Crossing is on schedule to begin construction this fall. We expect a three-year construction schedule. The HDR final design team is currently preparing the construction drawings and all of the details are being pulled together. The topics in this letter are important and I want to make sure all parties agree and have a shared understanding as to how these issues will be addressed. As more details become available I will let you know. If you have any questions or comments, please give me a call.

Sincerely,



Garry Cohoe
Director of Freeway Construction

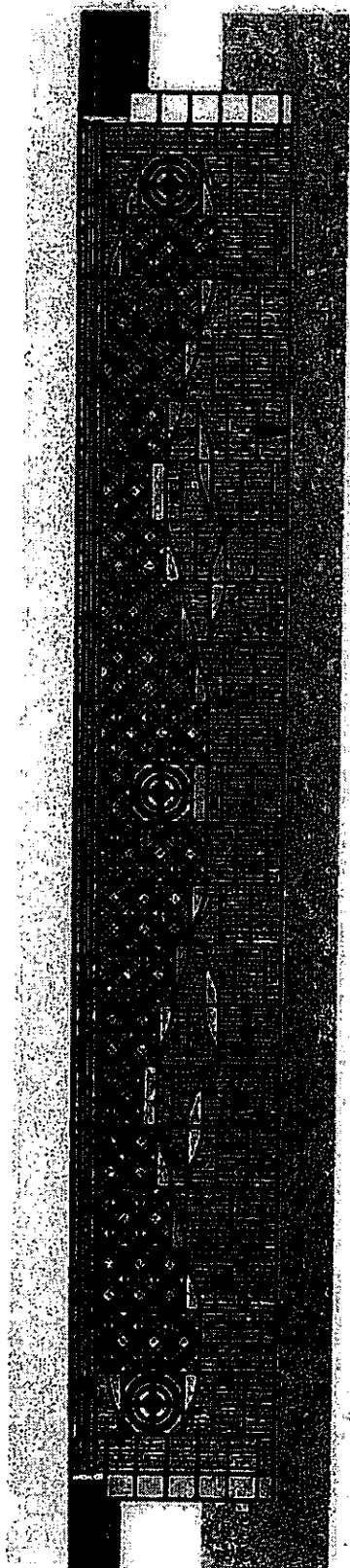
Attachments:

- A: Graphics depicting aesthetic treatment on the structure
- B: La Cadena Underpass concept
- C: List of resident addresses eligible for landscaping program

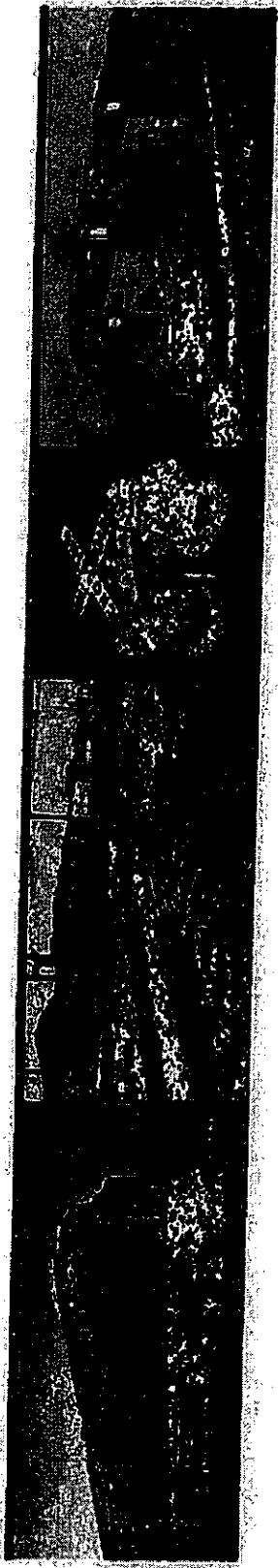
Attachment A



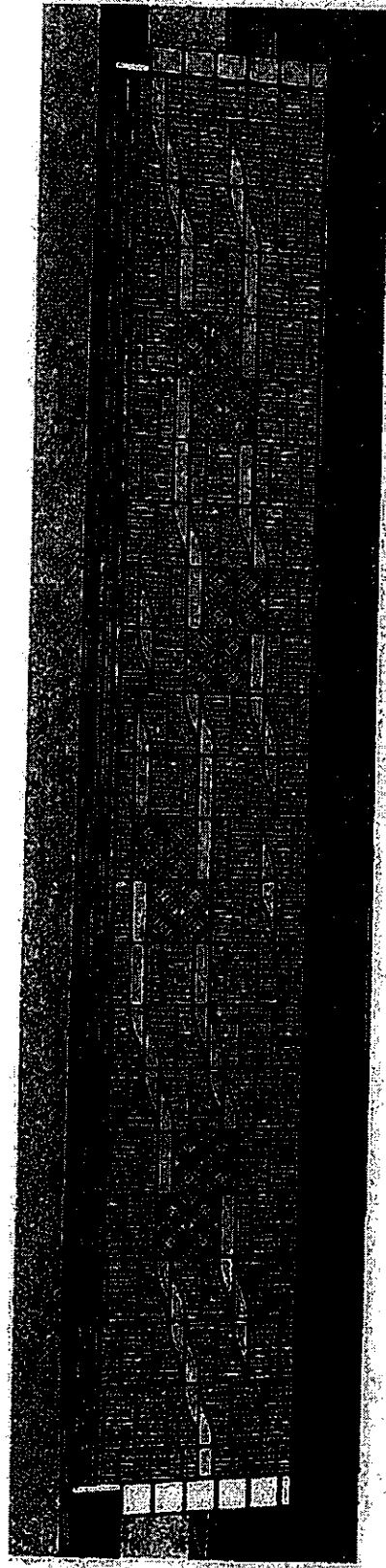
• Example of wall design on south side of the structure:



GOVERNMENT
SANBAG

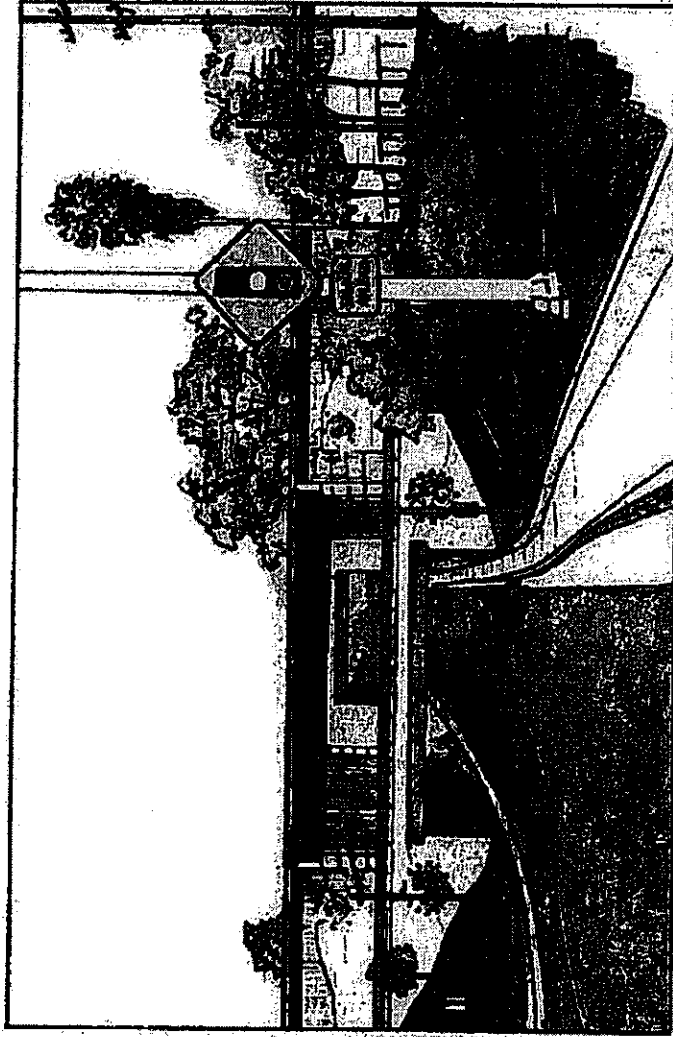


•Example of wall design on north side of the structure:



Attachment B

•Example of La Cadena Drive Underpass treatment option:



Governments
SANBAG
Working Together

Residences Eligible for Landscaping

781 W. K Street
775 W. K Street
745 W. K Street
735 W. K Street
725 W. K Street
709 W. K Street
705 W. K Street
699 W. K Street
697 W. K Street
687 W. K Street
681 W. K Street
649 W. K Street
639 W. K Street
125 S. 3rd Street
181 S. 3rd Street
191 S. 3rd Street
595 W. K Street
579 W. K Street
565 W. K Street
547 W. K Street
537 W. K Street
523 W. K Street
511 W. K Street
503 W. K Street
146 S. 4th Street
483 W. K Street
481 W. K Street
469 W. K Street
457 W. K Street
264 W. K Street
252 W. K Street
248 W. K Street
192 W. K Street
** W. K Street
** E. K Street
148 E. K Street
162 E. K Street
** E. K Street

**** The address numbers are unknown at this time.**

Exhibit C

PREVAILING WAGES

Contractors performing any work pursuant to this Agreement shall be required to comply with the applicable portions of prevailing wages.

The Director of the California Department of Industrial Relations determines the general prevailing wage rates. Obtain the wage rates at the DIR Web site, <http://www.dir.ca.gov>.

The federal minimum wage rates as determined by the United States Secretary of Labor are available at <http://www.dol.gov/hq/esc/oe/federal-wages>.

If the minimum wage rates as determined by the United States Secretary of Labor differs from the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the contractor and subcontractors must not pay less than the higher wage rate. Lower State wage rates not specifically included in the Federal minimum wage determinations will not be accepted. This includes helper, or other classifications based on hours of experience, or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the contractor and subcontractors, the contractor and subcontractors must not pay less than the Federal minimum wage rate that most closely approximates the duties of the employees in question.

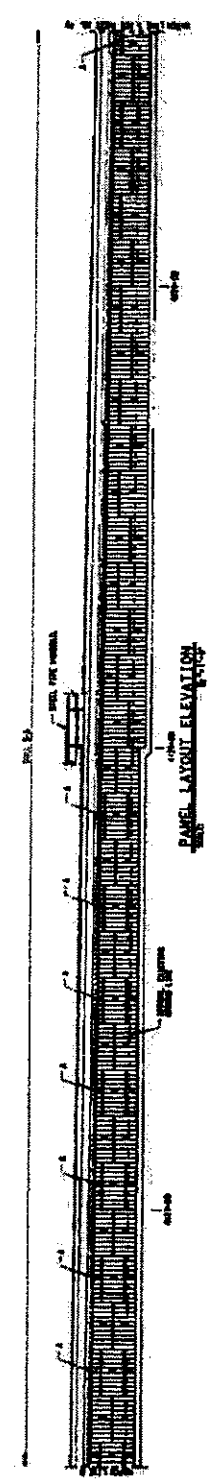
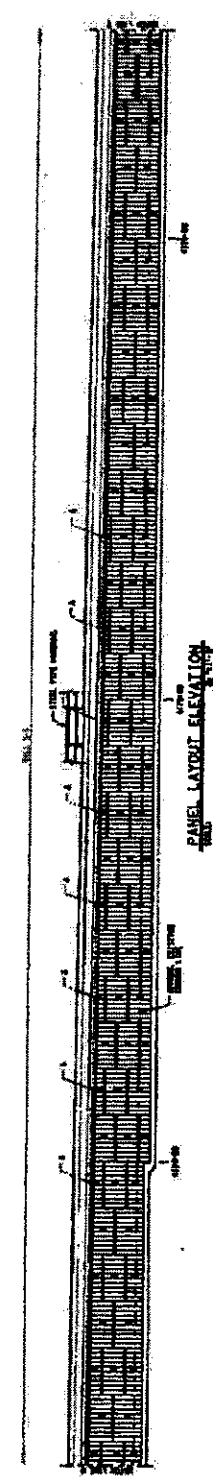
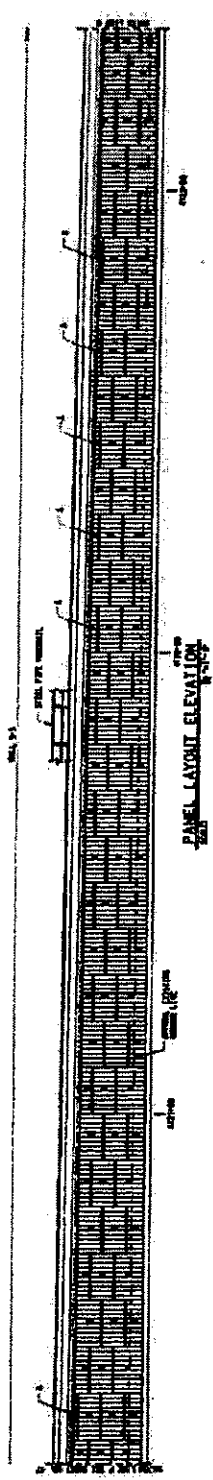
Changes in general prevailing wage determinations apply to the contract when the Director of Industrial Relations has issued them at least 10 days before advertisement (Labor Code § 1773.6 and 8 CA Code of Regs 16204).

Exhibit D

Wall Treatment Design Plans
[attached hereto]

11/20/2011

11/20/2011



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FDR
 FEDERAL DEFENSE RESEARCH & DEVELOPMENT ADMINISTRATION
 4800 RAWLINS DRIVE, SUITE 1000
 WASHINGTON, DC 20330-5000
 PHONE: (301) 713-3400
 FAX: (301) 713-3401
 WWW: www.fdr.gov

UNCLASSIFIED
 UNRESTRICTED

FLYOVER RETAINING STRUCTURE
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 DATE: 11/20/2011
 BY: [Signature]
 CHECKED BY: [Signature]
 PROJECT NO. 110720

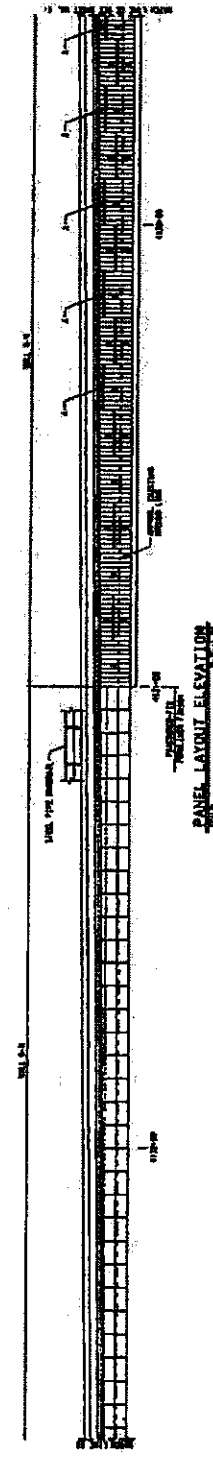
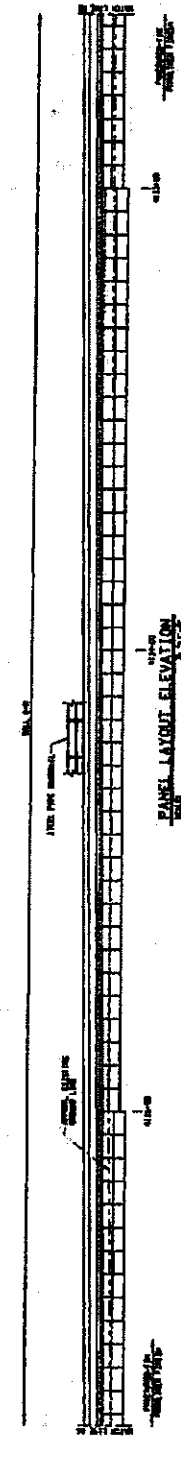
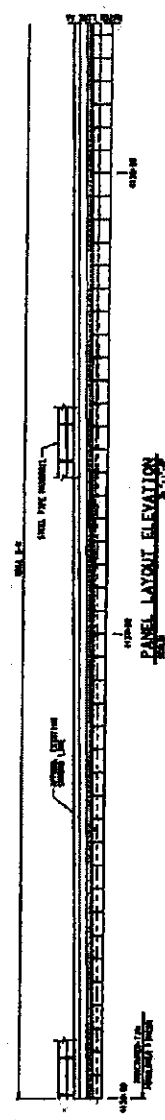
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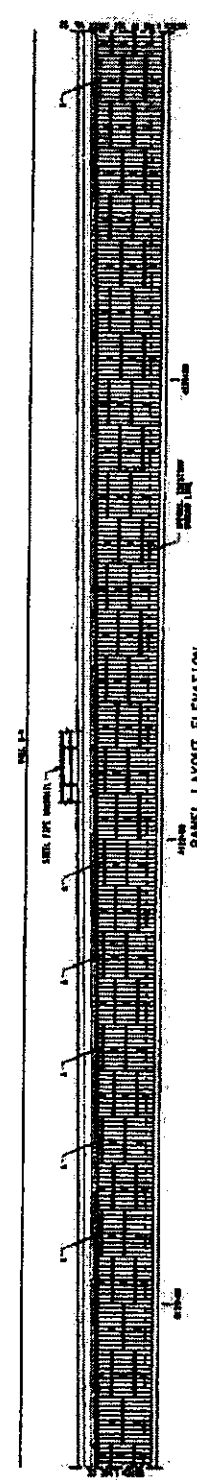
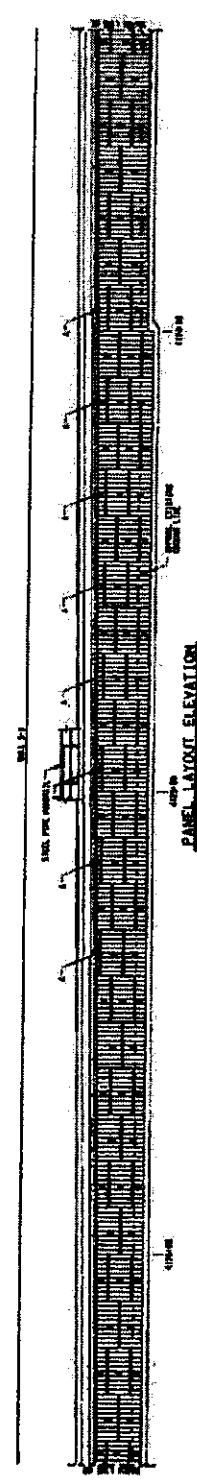
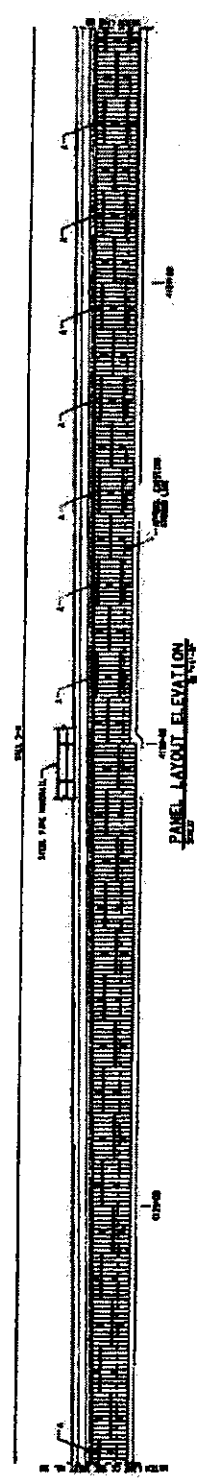
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UNIVERSITY OF TEXAS AT ARLINGTON FLUORIDE RETAINING STRUCTURE	
SHEET NO. 11 OF 31	DATE: 11/20/11
PROJECT NO. 1118720	DRAWN BY: [Name]
CHECKED BY: [Name]	APPROVED BY: [Name]

THIS DRAWING IS THE PROPERTY OF HDR ENGINEERING, INC.
 IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON.
 ANY REUSE OR MODIFICATION OF THIS DRAWING WITHOUT THE WRITTEN PERMISSION OF HDR ENGINEERING, INC. IS STRICTLY PROHIBITED.

11/18/70



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HR Engineering, Inc.
 11000 W. 11th St., Suite 100
 Overland Park, MO 66211
 (913) 491-1100

UNDERGROUND
RAILROAD

LOWER RETAINING STRUCTURE
 NORTH WALL PANEL LAYOUT
 SHEET 2 OF 3

DATE: 11/18/70
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT NO.: 118720

11/18/70

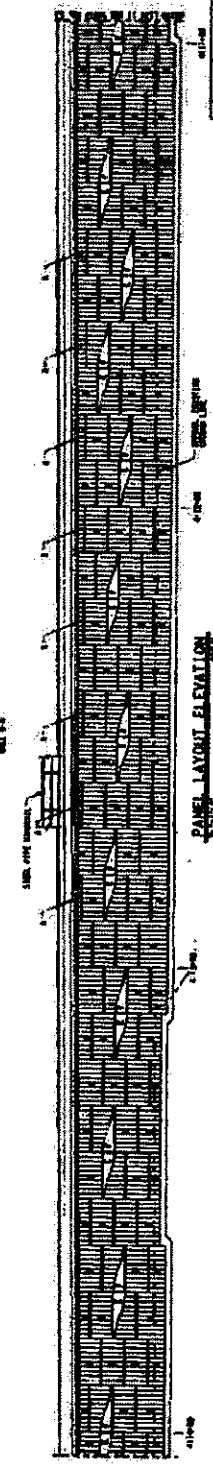
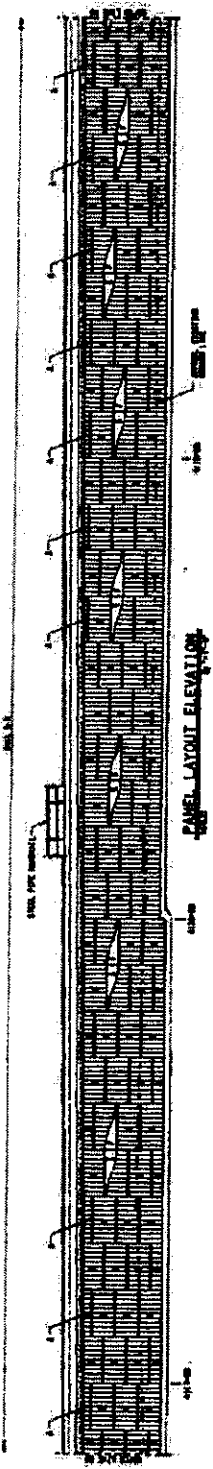
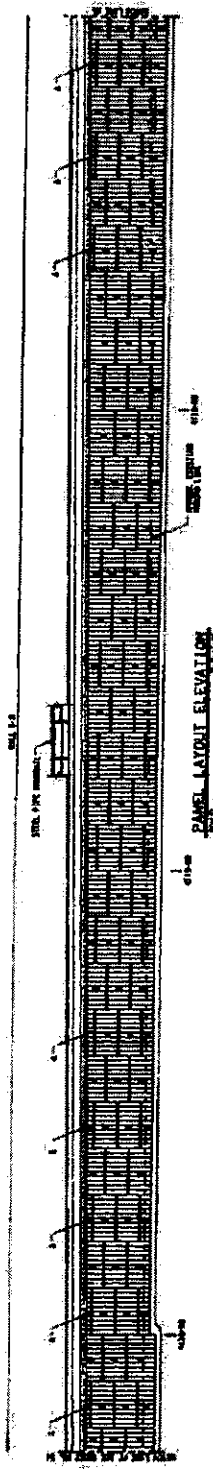
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11/20/2018 10:00 AM



NO.	DATE	DESCRIPTION

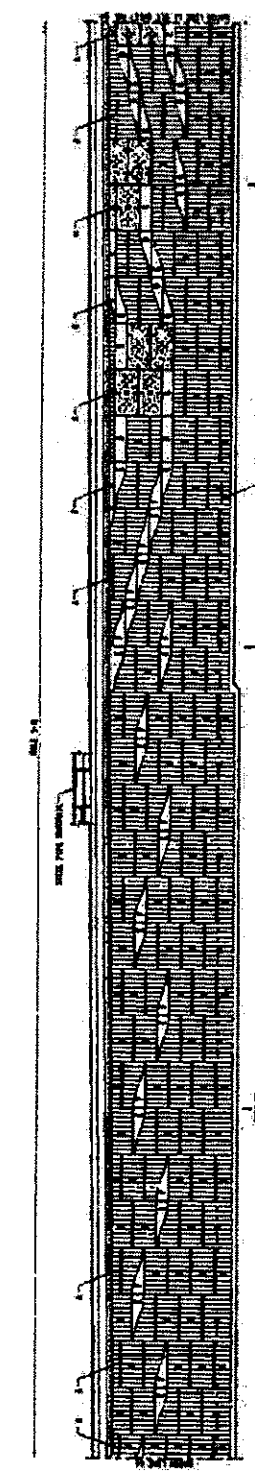
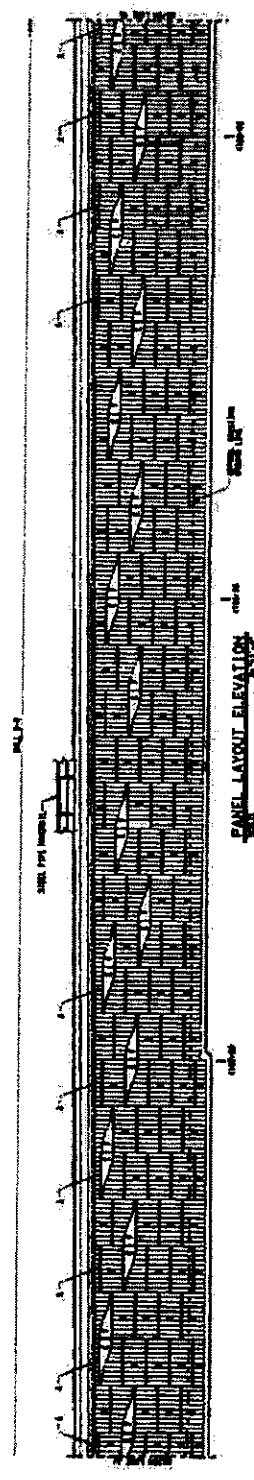
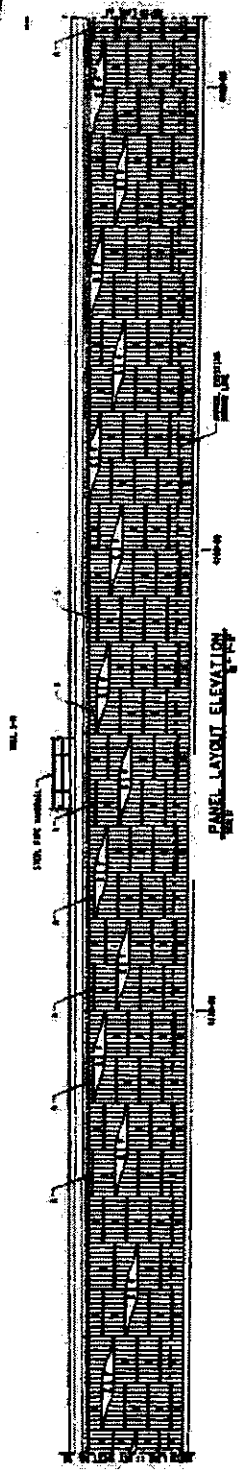
HR Engineering, Inc.
 10000 W. 10th Ave., Suite 100
 Denver, CO 80202
 (303) 751-1000

UNIT PRICE
 ESTIMATE

PROJECT: NEW WALL PANEL LAYOUT
 DRAWING NO.: 11/20/18
 SHEET NO.: 1 OF 1
 DATE: 11/20/18
 BY: [Signature]
 CHECKED: [Signature]
 PROJECT NO.: 118720

11/20/18
 11/20/18
 11/20/18
 11/20/18

11/17/20



NO.	DATE	DESCRIPTION

HR Inc. Engineers, Inc.
 1000 W. 10th St., Suite 100
 Oklahoma City, Oklahoma 73106
 Phone: (405) 241-1111
 Fax: (405) 241-1112

UNDERSTANDING

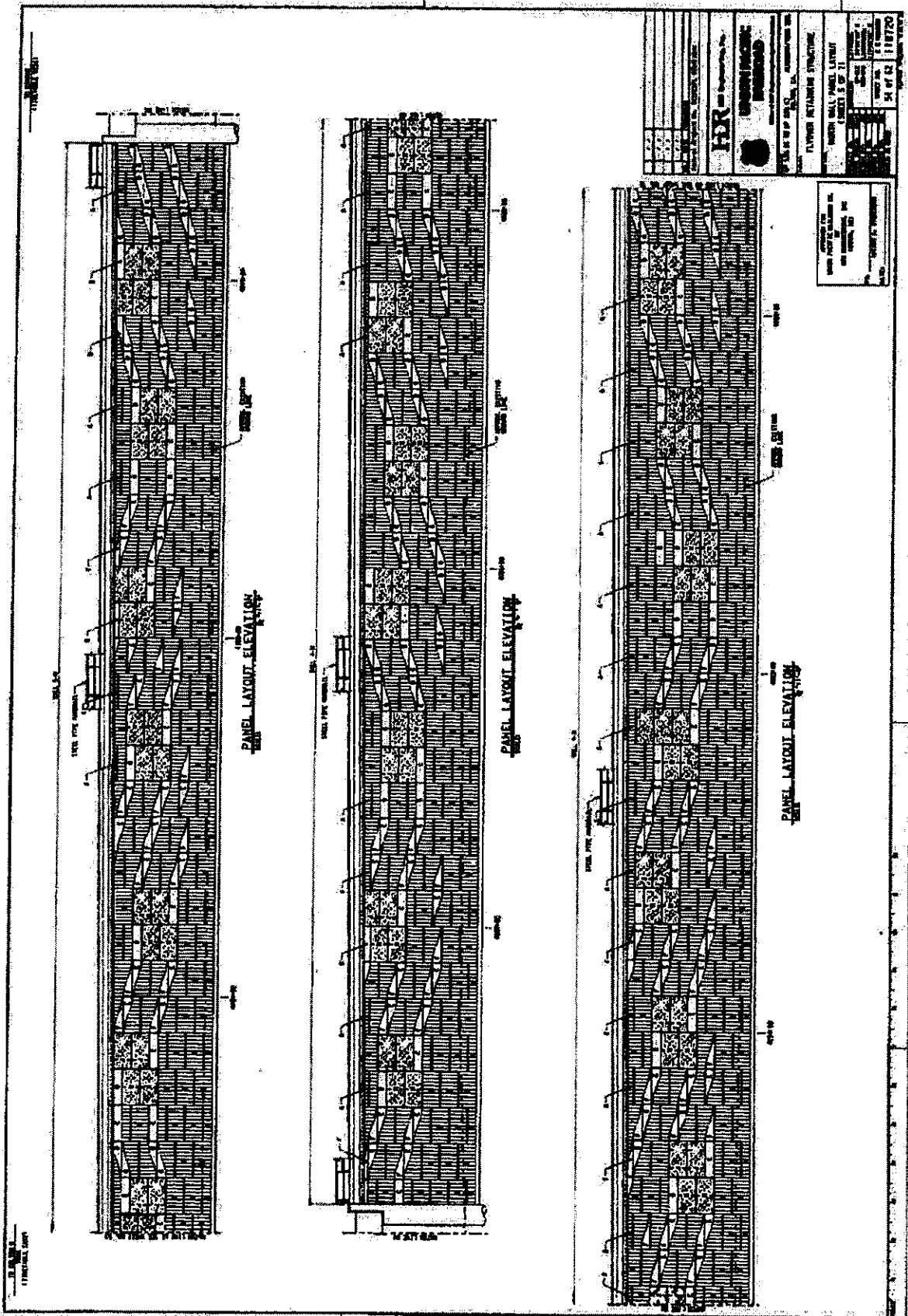
ENGINEERING STRUCTURE:
 NORTH HALL PANEL LAYOUT
 SHEET 4 OF 7

DATE: 11/17/20
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 SCALE: AS SHOWN

11/17/20

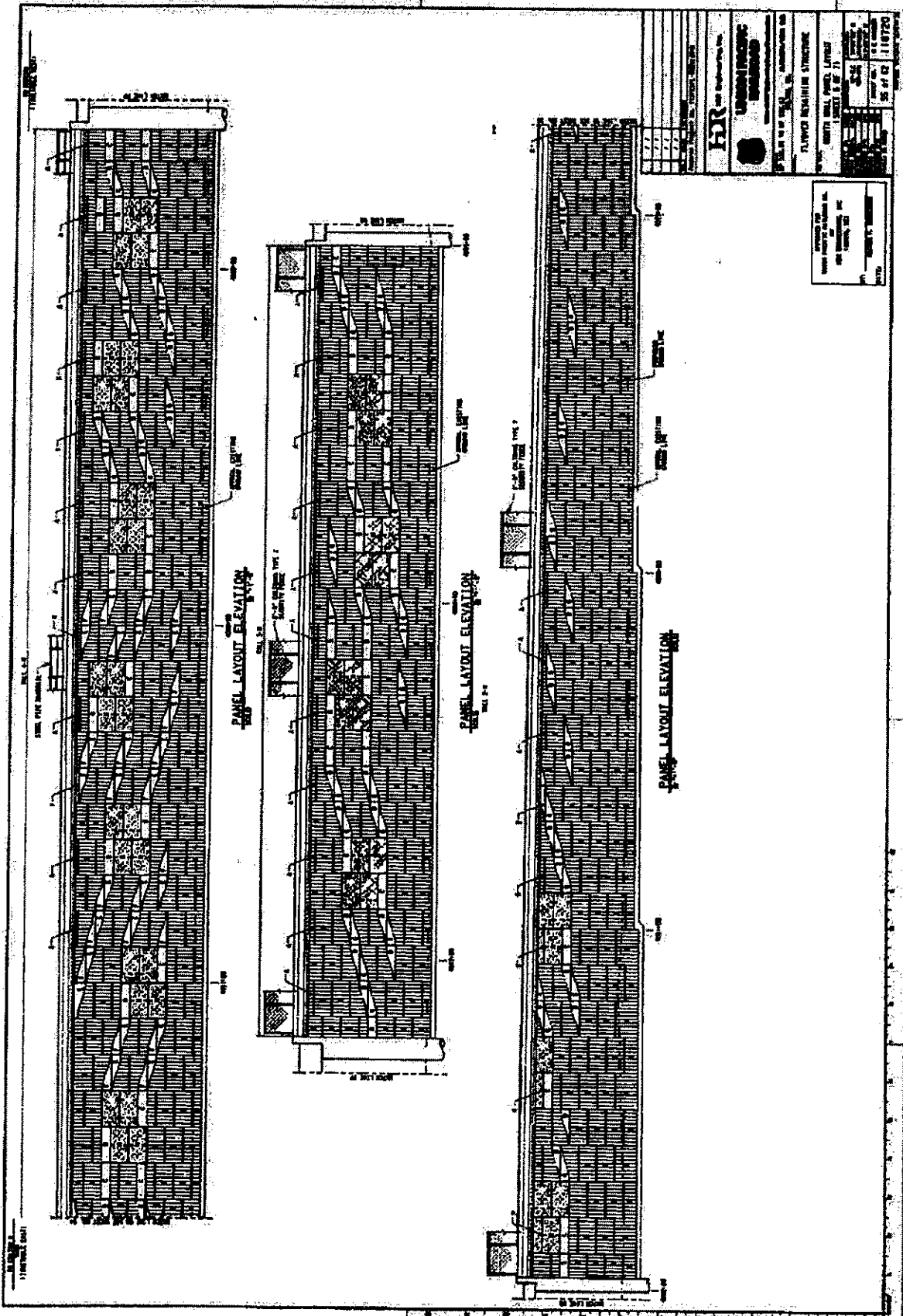
11/17/20

11/17/20



FR FLYING RETAINING STRUCTURE 111770	
SHEET NO. 111770 SHEET NO. 111770 SHEET NO. 111770	SHEET NO. 111770 SHEET NO. 111770 SHEET NO. 111770

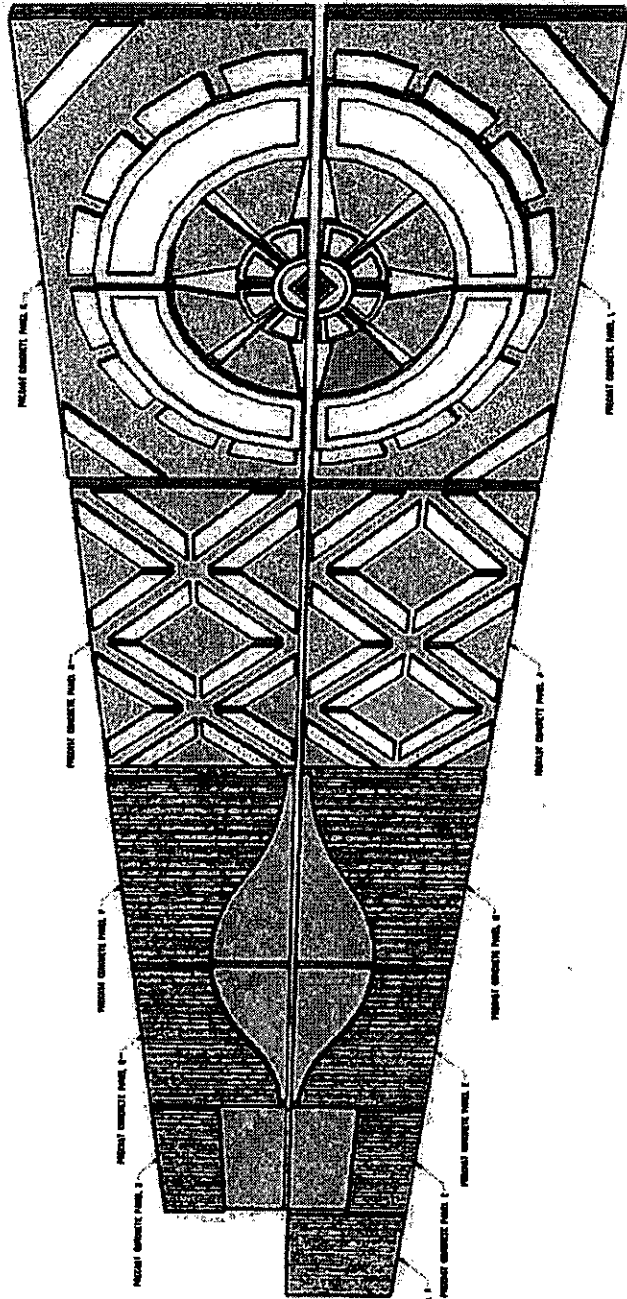
SHEET NO. 111770
 SHEET NO. 111770
 SHEET NO. 111770



UPPER PACIFIC BUILDINGS
 1100 BROADWAY, SUITE 1000
 SAN FRANCISCO, CALIF. 94133
 TEL. 415.774.1000
 FAX 415.774.1001
 WWW.UPPERPACIFIC.COM

SHEET NO. 101
 PROJECT NO. 101
 DATE 10/12/10

10/12/10
 101



DATE	11/11/20
BY	J. J. J.
NO.	119720
FIR	
PLYWOOD REINFORCING STRUCTURE	
PANEL, ALUMINUM TREATMENT	

DATE	11/11/20
BY	J. J. J.
NO.	119720

Exhibit E

Graffiti Remediation and Abatement for Wall Treatments

The City and Union Pacific agree that graffiti causes serious economic consequences and negatively impacts the City and associated infrastructure, that the structure on which the Wall Treatments are located presents a unique and challenging situation, and, thus, the parties desire to establish a consistent, manageable plan for remediation of graffiti placed on the Wall Treatments. Accordingly, the City and Union Pacific hereby agree to the following plan for graffiti abatement and remediation:

1. Graffiti Abatement and Remediation.

- a. In connection with the initial installation of the Wall Treatments, Union Pacific shall apply a product to the Wall Treatments that is intended to aid in the remediation of graffiti.
- b. After the date that the structure on which the Wall Treatments will be installed is completed (the "Completion Date"), Union Pacific will implement and follow a proactive program to monitor the structure and abate and remediate graffiti as needed to ensure that the Wall Treatments are kept reasonably free of graffiti. On or before the date of this Agreement, Union Pacific has provided to the City that certain Program Outline - Colton Crossing Wall Treatments – Graffiti Abatement and Remediation, dated of even date with this Agreement (the "Program Outline"), which provides certain additional information about the remediation and abatement program.
- c. Union Pacific agrees that after the Completion Date it shall remove any graffiti from the Wall Treatments no later than thirty (30) days after such graffiti appears. If at any time the City believes that Union Pacific may not meet this obligation, the City may give Union Pacific notice to remove such graffiti. The graffiti does not have to be present for a minimum amount of time before the City gives the notice. The City must give the notice via e-mail to Union Pacific's Vice President, Public Affairs, Western Region (or such other representative as Union Pacific may designate by written notice) and the Project Representatives identified in the Right of Entry (defined below). The notice shall begin the notice period under the Right of Entry. If the graffiti has not been removed within thirty (30) days after the e-mail notice has been sent to Union Pacific and the Project Representatives, the City may use the Right of Entry process to enter the property to remove the graffiti. Union Pacific will reimburse the City for its actual costs to remove the graffiti.
- d. The City will deem Union Pacific to be compliant with the City's municipal code provisions now or hereafter promulgated regarding graffiti remediation, removal or abatement, including without limitation the graffiti provisions contained in Chapter 9.27 of the City of Colton's Municipal Code (collectively, the "City's

Graffiti Laws") on the structure if Union Pacific removes graffiti from the Wall Treatments within thirty (30) days after such graffiti appears, or, if the City provides notice to remove graffiti, within thirty (30) days after Union Pacific's receipt thereof.

- e. The parties anticipate that graffiti may appear on the structure prior to the Completion Date. During that time Union Pacific's contractor installing the structure will be required to remove graffiti. If the City believes that the contractor is not meeting its obligation to remove the graffiti, the City may provide notice via e-mail to Union Pacific's Vice President, Public Affairs, Western Region (or such other representative as Union Pacific may designate by written notice). Upon receipt of the notice, Union Pacific will notify the contractor and direct it to remove the graffiti.
2. City's Enforcement of Graffiti Laws. The City shall proactively enforce and prosecute the City's Graffiti Laws with respect to any graffiti placed on the Wall Treatments, and Union Pacific shall cooperate with the City in connection with the City's enforcement efforts. Such enforcement by the City shall be at the highest and strictest level permitted under the City's Graffiti Laws, and, within its prosecutorial discretion, the City shall refer to the District Attorney for prosecution any offender allegedly violating the City's Graffiti Laws against whom the City believes there is a reasonably likelihood of successful prosecution. The City agrees to reasonably cooperate with Union Pacific from time to time to identify additional measures that may be implemented by the City to further deter the placement of graffiti on the Wall Treatments (e.g., increased fines and additional punishment for offenders).
3. Graffiti Abatement and Remediation Working Group. Union Pacific and the City agree to create a working group consisting of two representatives from Union Pacific and two representatives from the City for purposes of evaluating the success of and making recommendations to Union Pacific about the graffiti abatement and remediation program (including proposing recommendations to the Program Outline) and the City's efforts to enforce and prosecute the City's Graffiti Laws, and collaborating to identify additional abatement, remediation and enforcement measures that may improve the same. Each party shall have sole discretion in appointing its representatives to the working group.
4. Enforceability; Approval of Changes in Law. Subject to the provisions contained herein, Union Pacific hereby agrees that the City's Graffiti Laws in effect as of the date of this Agreement apply to the Wall Treatments and that Union Pacific will not challenge the enforceability of such laws with respect to the Wall Treatments. The City may from time to time provide Union Pacific with proposed modifications to the City's Graffiti Laws. Union Pacific will provide a response to the City as to whether Union Pacific consents to the enforceability of any such proposed modifications against Union Pacific with respect to the Wall Treatments within sixty (60) days after receipt thereof. If Union Pacific fails to timely respond to any such proposed modifications, Union Pacific shall be deemed to have consented to the enforceability of such proposed modifications against Union Pacific with respect to the Wall Treatments.

5. Survival. In the event this Agreement is terminated or expires, the provisions of this exhibit shall survive such termination or expiration with respect to any liabilities or obligations of the parties that arise or accrue prior to such termination or expiration.
6. No Precedent. Given the unique nature and scope of the Project, the obligations of Union Pacific set forth in this Agreement are limited to the Project and none of the terms or conditions contained herein shall be deemed to set precedent for any other transactions now or in the future between Union Pacific and City or any other party.
7. Evaluation of Graffiti Remediation and Abatement Provisions; Term. Prior to date that is eighteen (18) months after the Completion Date, the parties shall meet to review the working group's findings and to otherwise evaluate the success of the graffiti abatement and remediation program (including the Program Outline) and the City's efforts to enforce and prosecute the City's Graffiti Laws. During such period, the parties shall in good faith determine whether to modify and/or continue the program based on such review and evaluation, and, if the parties so determine, shall modify or amend this Exhibit E accordingly. If the parties fail to agree to modify and/or continue the program, this Exhibit E shall continue for a term of one (1) month, renewing monthly automatically thereafter, unless terminated by either party for any reason with prior written notice to the other party. In the event of the termination or expiration this Exhibit E, the City may enforce the City's Graffiti Laws in relation to graffiti on the Wall Treatments. Both parties reserve all rights and defenses in relation to such enforcement activities.
8. Contractor's Right of Entry. The City will execute the then-current standard form of the Contractor's Right of Entry Agreement applicable to the property prior to entry ("Right of Entry"). The parties intend to enter into one (1) Right of Entry to cover any failures by Union Pacific to remove graffiti. The City will require any City contractor to execute the Right of Entry. The City and its contractors will comply with the terms of the Right of Entry.

Schedule 1

List of Addresses
[attached hereto]

Residences Eligible for Landscaping

781 W. K Street
775 W. K Street
745 W. K Street
735 W. K Street
725 W. K Street
709 W. K Street
705 W. K Street
699 W. K Street
697 W. K Street
687 W. K Street
681 W. K Street
649 W. K Street
639 W. K Street
125 S. 3rd Street
181 S. 3rd Street
191 S. 3rd Street
595 W. K Street
579 W. K Street
565 W. K Street
547 W. K Street
537 W. K Street
523 W. K Street
511 W. K Street
503 W. K Street
146 S. 4th Street
483 W. K Street
481 W. K Street
469 W. K Street
457 W. K Street
264 W. K Street
252 W. K Street
248 W. K Street
192 W. K Street
** W. K Street
** E. K Street
148 E. K Street
162 E. K Street
** E. K Street

**** The address numbers are unknown at this time.**

October 4, 2011

Mr. Rod Foster
City of Colton
650 N. La Cadena Drive
Colton, CA 92324

Re: *Program Outline - Colton Crossing Wall Treatments – Graffiti Abatement and Remediation*

Dear Mr. Foster:

On October 4, 2011, Union Pacific Railroad Company ("Union Pacific") and the City of Colton (the "City") entered into a letter agreement (the "Agreement") related to construction and maintenance of the Colton crossing grade separation. Exhibit E of the Agreement sets forth the parties' agreement to establish a graffiti abatement and remediation program (the "Program"). At the City's request, Union Pacific has written this letter (the "Program Outline") to provide supplemental information about how Union Pacific plans to meet its abatement and remediation commitments in the Agreement. This Program Outline is not a contract or an amendment to the Agreement – it is provided for information only. For simplicity, the capitalized terms used here are the same as those terms in the Agreement.


- Selection of Wall Treatment Product – As part of the selection of the product to be applied to the Wall Treatments, Union Pacific will evaluate treatment options for the type of surface that will comprise the Wall Treatments and will make a determination about the most effective option to assist Union Pacific with graffiti removal and maintaining compliance under the Agreement.
- Graffiti Removal Methods - Union Pacific anticipates that the graffiti will be removed using a high pressure water source, but the parties understand that Union Pacific may modify the method of removal from time to time to utilize more effective removal techniques.
- Frequency of Working Group Meetings - The working group established pursuant to the Agreement will meet from time to time at a mutually agreed upon location. For the first six (6) months after the Completion Date, the working group will meet monthly. Thereafter, the frequency of the working group's meetings will be adjusted by the

working group depending on the success of the Program and the enhanced enforcement and prosecution by the City related thereto.

- Contractor Assistance - It is anticipated that the Program will include Union Pacific's hiring of a contractor (the "Contractor") whose job responsibilities will entail, in part, removal of graffiti on the Wall Treatments.
- Frequency of Remediation - Union Pacific will initially perform (or cause the Contractor to perform) graffiti removal four (4) days per week (subject to holidays). The working group may confer to evaluate the amount of time devoted to graffiti removal by Union Pacific or the Contractor and make recommendations to Union Pacific to adjust the amount of time if deemed necessary. Union Pacific may adjust the time spent by Union Pacific or the Contractor based on the recommendations made by the working group, together with consideration of the current frequency of the graffiti activities, the efficiency of the graffiti removal methods and preserving the functionality of freight rail operations.
- E-mail Notices. Any e-mail notices to be sent to Union Pacific's Vice President, Public Affairs, Western Region shall be sent to Mr. Scott Moore and Ms. Lupe Valdez at the following e-mail addresses: sdmoore@up.com and lvaldez@up.com. Any e-mail notices to be sent to the Project Representatives shall be sent to Mr. David Miller and Mr. Joel Adams at the following e-mail addresses: davidmiller2@bnsf.com and joeladams@up.com.

Sincerely,

UNION PACIFIC RAILROAD COMPANY

By: 
Name: LANCE KEITH
Title: EVP-O