

190 - GRADE SEPARATION FUND

City of Corona  
 McKinley Street Grade Separation Project  
 Priority No.2,2020-21  
 GS-6136  
 Agreement No. 75GS6136

I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance.						
Andrew Daniels				Accounting Officer		2017-18 \$41,116 2018-19 \$4,958,884
Chapter	Statutes	Item	Fiscal Year	Program Code	Category	Fund Source
14	2017	2660.102.0042	2017-18	20.30.010.400	21800	SHA
29	2018	2660.102.0042	2018-19	20.30.010.400	21800	SHA

AGREEMENT

THIS AGREEMENT, made and entered into this **1st** day of **December 01, 2021**, or upon approval by and between the STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "State", and the **City of Corona**, a political subdivision of the State of California, hereinafter referred to as "**City**", **whichever is later.**

WITNESSETH

WHEREAS, pursuant to the provisions of Section 2452 et seq of the Streets and Highways Code, the Public Utilities Commission of the State of California, by **Decision Establishing Priority List for 2020-2021 Fiscal Year as part of Investigation 19-06-013**, established a Priority List of Grade Separation Projects for the Fiscal Year of 2020-21; and

WHEREAS, said Priority List includes a project proposed by **City** to construct an **overpass** at **the intersection of McKinley Street and Sampson Avenue** to carry the roadway **over** the tracks of **BNSF Railway Company (BNSF)** hereinafter referred to as "Project", as shown on Exhibit "A" Site Map, attached hereto and application was made for an allocation of **\$5 million;**

WHEREAS, by decision No. **XREQ 2021060009**, dated **June 30, 2021**, the Public Utilities Commission authorized **City** to construct a crossing at separated grade identified as **PUC Crossing No. 002B-21.20**, DOT No. **026519P**, whereby **McKinley Street and Sampson Avenue**, will pass over the tracks of the **BNSF**, hereinafter referred to as "Railroad";

WHEREAS, on **June 24, 2021**, **City** and Railroad entered into an agreement for the construction and maintenance of said Project, and wherein Railroad has agreed to contribute a portion of the cost of Project as required by law;

WHEREAS, **City** has herein certified to State that sufficient **City** funds are available to finance its share of Project cost, and that all other matters prerequisite to awarding a construction contract within a period of two years after the allocation have been or will be awarded within that time;

WHEREAS, the California Transportation Commission, by Resolution No. M-136, has authorized the Department of Transportation to allocate funds from the Grade Separation Fund to local agencies in accordance with the applicable annual priority list as established by the Public Utilities Commission;

WHEREAS, an agreement is to be entered between **City** and State to provide reimbursement to **City** in a sum not to exceed **\$5,000,000**, provided, however, **City** establishes to the satisfaction of State that all sums expended by **City** for Project are reasonable and a necessary part of Project;

NOW THEREFORE, in consideration of the premises and mutual undertakings of the parties hereto, as hereinafter set forth, State and **City** agree as follows:

1. **City** hereby certifies it has sufficient **City** funds available to finance its share of Project cost.
2. **City**, in cooperation with Railroad, will undertake Project, which consists of acquisition and clearing of necessary rights of way, preliminary and construction engineering, work by Railroad forces, and construction of Project.
3. The costs attributable to Project are limited to the following:
  - (a) Right of Way: The cost of right of way shall include condemnation attorney fees, escrow fee, other necessary acquisition costs, the actual payment to property owners for right of way obtained, the right of way agent's time plus

travel expenses not to exceed the amounts set forth in the Department's travel guidelines available at <https://accounting.onramp.dot.ca.gov/caltrans-travel-guide> and normal payroll additives, the cost of clearing the right of way including utility relocation to the extent required by law and all relocation assistance benefit payments for the participating parcel as required by law, less the value of excess land obtained in such transactions.

- (b) Engineering: The cost of engineering shall include the actual time of engineers and designers plus travel expense not to exceed the amounts set forth in the Department's travel guidelines available at <https://accounting.onramp.dot.ca.gov/caltrans-travel-guide> and normal payroll additives.
- (c) Construction: The cost of construction shall include the amounts actually paid to the contractor(s) and the amounts directly expended for field supervision and inspection, normal payroll additives, laboratory tests, and work by Railroad forces.
- (d) Direct incidental costs: Direct incidental costs shall be limited to the cost of advertising for bids.

All additives, overhead, or administrative costs other than those mentioned above are excluded from the determination of the cost of Project.

- 4. As promptly as possible, and in any event **not more than two years** after the allocation by the Director of Transportation, **City** shall award a contract for construction of Project pursuant to the laws governing **City** in the advertising and award of public construction contracts, and in conformance with plans and specifications prepared by or on behalf of **City** in accordance with the California Department of Transportation "Bridge Design Specifications for Overhead and Under Crossings Structures". Each plan sheet shall be signed and stamped by the responsible design engineer who shall be registered in the State California. Construction shall be under the control of **City**.
- 5. Within 60 days after award of contract by **City and/or Agencies** for construction of Project and upon being furnished with a copy of the executed contract and the plans and specifications, and an itemized statement from **City** showing expenditures actually and necessarily made by **City** prior to award of contract for engineering, right of way and utility relocation directly connected with Project, State will

- reimburse **City** for up to **\$5,000,000**, or a portion of said expenditures by the ratio of State's estimated share of the total Project cost to such Project cost, whichever is less.
6. Thereafter, as the work progresses, once funds have been made available by the Legislature, and the California Transportation Commission, then been added to this Agreement by amendment, upon being furnished with copies of the contractor's progress estimates as certified by a Civil Engineer registered in the State of California on behalf of **City** that the costs are true and correct, or other proof satisfactory to State as to amounts actually paid the contractor and necessarily expended directly for field supervision and inspection as certified by a Civil Engineer registered in the State of California on behalf of **City**, State will reimburse **City** up to the total amount allocated for Project by the State for a portion of the amount of said payments to the contractor, and the amounts expended by **City** directly for field supervision and inspection, equal to the product obtained by multiplying said expenditures by the ratio of State's estimated share of the total Project cost to such total Project cost **or \$5,000,000** whichever is less.
7. Within 60 days after completion of the work and acceptance thereof by **City**, a detailed statement of the direct cost of Project will be prepared by **City** and furnished to State, whereupon a final accounting will be made based on the direct cost of the work to **City**, using the definition of cost herein provided in Section 3. State's share of said cost will be equal to 80 percent of the direct cost of State's participating portion of Project, up to a **total not to exceed \$5,000,000**. If upon final accounting it is determined that State paid more than its share of Project cost, computed in said manner, **City** will refund to State the difference between State's share of the participating portion of Project cost, and the amount paid by State.
8. All books, papers, records, and accounts of the parties hereto, and the contractors and subcontractors, insofar as they relate to the items of expenses for labor and material or are in any way connected with the work herein contemplated, shall at all reasonable times be open to inspection and audit by the agents and the authorized representatives of the parties hereto, and the records

relating thereto shall be retained by the parties and the contractors for a minimum of three years from the date that the final payment is made.

9. The portion of the total project which is the participating project for determination of State's share of the cost of Project is shown on Exhibit "B", attached hereto and made part hereof.
10. Any obligation by State for payment of moneys contained herein is subject to and contingent upon the **City** establishing to the satisfaction of State that all sums expended by **City** for Project, for which **City** requests partial reimbursement from State, are reasonable and are a necessary part of Project.
11. Disbursements of State funds to **City**, which are encumbered to pay for State's share of the participating portion of Project, must be made prior to December 1, 2024, otherwise the undisbursed balance shall revert to and become part of the fund from which the appropriation was made. If the **City** does not bill in a timely fashion, funds from a particular budget year may no longer be available in which case the State will not replace reverted funds from other sources of any kind.
12. Any progress payments made by State pursuant to Sections 6 and 7 herein are not an admission by State that such expenditures were reasonable and a necessary part of the project, and if State finds in final accounting that such expenditures were not reasonable and a necessary part of the project, **City** will reimburse State for such advance funds.
13. An original invoice, including supporting documentation and two (2) copies of each invoice summary shall be submitted to State. Invoices should be submitted in accordance with the Local Assistance Procedures Manual found at <http://dot.ca.gov/hq/LocalPrograms/lam/lapm.htm>.
14. All invoices and all written correspondence from **City** to State shall reference this Agreement Number (Agreement No. **75GS6136**) and the name of the street crossing at separated grade (**McKinley Street/Sampson Avenue**).
15. All City invoices for payments are to be submitted to the following address:

California Department of Transportation  
Division of Rail and Mass Transportation - MS 74  
Railroad Crossing Safety Branch  
P.O. Box 942874-MS 74  
Sacramento, CA 94274-001  
Attn: Carlos Ruiz

Attn: Grade Separation Fund

16. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. Any changes to the terms of this Agreement must be set forth in a formal Agreement amendment.

This Agreement will expire on **December 1, 2024**.

Attachments:

Exhibit A - Scope of Work and Site Map

Exhibit B - Project Budget

Exhibit C - Schedule

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate the  
day and year first above written.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
BY

\_\_\_\_\_  
**W.Kyle Grading**, Division Chief,  
Division of Rail and Mass Transportation

**CITY OF CORONA**

BY:  
**Savat Khamphou**  
Public Works Director

Attest \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_

EXHIBIT A: Scope of Work and Site Map,  
EXHIBIT B: Project Budget  
EXHIBIT C: Schedule

EXHIBIT A: Scope of Work and Site Map: Construction of a 4-lane overhead grade separation at the BNSF crossing at McKinley Street just south of Sampson Avenue. Project limits extend from Magnolia Avenue to the South to the State Route 91 to the north covering approximately 2300 lineal feet including 0.75 miles of new sidewalk improvements and 0.5 miles of class II bicycle lanes. The new 290 foot plus long tied arch bridge crosses over the railroad tracks and the Arlington Channel and Sampson Avenue, both located within 100 feet north of the tracks. The project will add a new loop road across from the SR-91 westbound ramps to connect McKinley Street to Sampson Avenue. The project also modifies the eastbound off-ramp, eastbound loop on-ramp, and the eastbound slip on-ramp at the SR-91 freeway.





EXHIBIT B: Project Budget:

Environmental & Design: \$1,694,000  
Engineering Design: \$9,194,000  
Right of Way Support: \$678,000  
Right of Way: \$25,000,000  
Project/Construction Management: \$7,000,000  
Construction: \$68,124,000  
Railroad: \$770,000  
Utility Relocations: \$2,090,000  
Total: \$114,550,000

EXHIBIT C: Schedule:

End Preliminary Design: 2/2019  
End Environmental: 3/2019  
End PS&E: 3/2021  
End R/W: 6/2021  
Award Construction: 6/2021  
Complete Construction: 6/2023