

ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017
PROJECT BASELINE AGREEMENT
McKinley Street Grade Separation

Resolution _____ TCEP-P-2021-07B
(will be completed by CTC)

1. FUNDING PROGRAM

- ☐ Active Transportation Program
- ☐ Local Partnership Program (Competitive)
- ☐ Solutions for Congested Corridors Program
- ☐ State Highway Operation and Protection Program
- ☒ Trade Corridor Enhancement Program

2. PARTIES AND DATE

- 2.1 This Project Baseline Agreement (Agreement) for the *McKinley Street Grade Separation*, effective on, June 23, 2021 (will be completed by CTC), is made by and between the California Transportation Commission (Commission), the California Department of Transportation (Caltrans), the Project Applicant, *City of Corona*, and the Implementing Agency, *City of Corona*, sometimes collectively referred to as the "Parties".

3. RECITAL

- 3.2 Whereas at its *Commission Programmed Project Date* meeting the Commission approved the Trade Corridor Enhancement Program, and included in this program of projects the *McKinley Street Grade Separation*, the parties are entering into this Project Baseline Agreement to document the project cost, schedule, scope and benefits, as detailed on the Project Programming Request Form attached hereto as Exhibit A and the Project Report attached hereto as Exhibit B, as the baseline for project monitoring by the Commission.
- 3.3 The undersigned Project Applicant certifies that the funding sources cited are committed and expected to be available; the estimated costs represent full project funding; and the scope and description of benefits is the best estimate possible.

4. GENERAL PROVISIONS

The Project Applicant, Implementing Agency, and Caltrans agree to abide by the following provisions:

- 4.1 To meet the requirements of the Road Repair and Accountability Act of 2017 (Senate Bill [SB] 1, Chapter 5, Statutes of 2017) which provides the first significant, stable, and on-going increase in state transportation funding in more than two decades.
- 4.2 To adhere, as applicable, to the provisions of the Commission:
- ☐ Resolution *Insert Number* , "Adoption of Program of Projects for the Active Transportation Program", dated _____
- ☐ Resolution *Insert Number* , "Adoption of Program of Projects for the Local Partnership Program", dated _____
- ☐ Resolution *Insert Number* , "Adoption of Program of Projects for the Solutions for Congested Corridors Program", dated _____
- ☐ Resolution *Insert Number* , "Adoption of Program of Projects for the State Highway Operation and Protection Program", dated _____
- ☒ Resolution *G-20-77* , "Adoption of Program of Projects for the Trade Corridor Enhancement Program", dated December 3, 2020.

- 4.3 All signatories agree to adhere to the Commission's Trade Corridor Enhancement Program, Guidelines. Any conflict between the programs will be resolved at the discretion of the Commission.
- 4.4 All signatories agree to adhere to the Commission's SB 1 Accountability and Transparency Guidelines and policies, and program and project amendment processes.
- 4.5 The City of Corona agrees to secure funds for any additional costs of the project.
- 4.6 The City of Corona agrees to report to Caltrans on a quarterly basis; after July 2019, reports will be on a semi-annual basis on the progress made toward the implementation of the project, including scope, cost, schedule, outcomes, and anticipated benefits.
- 4.7 Caltrans agrees to prepare program progress reports on a quarterly basis; after July 2019, reports will be on a semi-annual basis and include information appropriate to assess the current state of the overall program and the current status of each project identified in the program report.
- 4.8 The City of Corona agrees to submit a timely Completion Report and Final Delivery Report as specified in the Commission's SB 1 Accountability and Transparency Guidelines.
- 4.9 All signatories agree to maintain and make available to the Commission and/or its designated representative, all work related documents, including without limitation engineering, financial and other data, and methodologies and assumptions used in the determination of project benefits during the course of the project, and retain those records for four years from the date of the final closeout of the project. Financial records will be maintained in accordance with Generally Accepted Accounting Principles.
- 4.10 The Transportation Inspector General of the Independent Office of Audits and Investigations has the right to audit the project records, including technical and financial data, of the Department of Transportation, the Project Applicant, the Implementing Agency, and any consultant or sub-consultants at any time during the course of the project and for four years from the date of the final closeout of the project, therefore all project records shall be maintained and made available at the time of request. Audits will be conducted in accordance with Generally Accepted Government Auditing Standards.

5. SPECIFIC PROVISIONS AND CONDITIONS

5.1 Project Schedule and Cost

See Project Programming Request Form, attached as Exhibit A.

5.2 Project Scope

See Project Report or equivalent, attached as Exhibit B. At a minimum, the attachment shall include the cover page, evidence of approval, executive summary, and a link to or electronic copy of the full document.

5.3 Other Project Specific Provisions and Conditions

Cost increases will be funded with local sources. State will not be able to fund any cost increases for this project.

Attachments:

Exhibit A: Project Programming Request Form

Exhibit B: Project Report

SIGNATURE PAGE
TO
PROJECT BASELINE AGREEMENT

McKinley Street Grade Separation

Resolution TCEP-P-2021-07B



Jacob Ellis, City Manager

2.23.2021
Date

City of Corona

Project Applicant

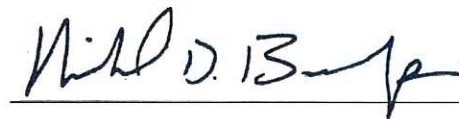


Jacob Ellis, City Manager

2.23.2021
Date

City of Corona

Implementing Agency




Will D. B...

03/01/2021
Date

District Director

California Department of Transportation



Toks Omishakin

05-04-21
Date

Director

California Department of Transportation



Mitchell Weiss

07/16/21
Date

Executive Director

California Transportation Commission

Amendment (Existing Project) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO					Date	05/12/2021 15:30:05
Programs <input type="checkbox"/> LPP-C <input type="checkbox"/> LPP-F <input type="checkbox"/> SCCP <input type="checkbox"/> TCEP <input type="checkbox"/> STIP <input type="checkbox"/> Other						
District	EA	Project ID	PPNO	Nominating Agency		
08	1J990	0818000153	1272	City of Corona		
County	Route	PM Back	PM Ahead	Co-Nominating Agency		
Riverside	91	9.200	9.200			
				MPO	Element	
				SCAG	Capital Outlay	
Project Manager/Contact			Phone	Email Address		
Savat Khamphou			951-279-3604	Savat.Khamphou@CoronaCA.gov		

Project Title
McKinley Street Grade Separation

Location (Project Limits), Description (Scope of Work)

In Riverside County in the City of Corona on McKinley St from SR-91 to Magnolia Ave. Construct a new four-lane overhead grade separation. The new roadway will include a raised median, sidewalks, and ADA-compliant curb ramps. The project will construct a one-way ramp connecting southbound McKinley St. to Sampson Ave. and a new two-way loop road connecting McKinley St to Sampson Ave. The SR-91 eastbound off-ramp will be realigned and widened and the SR-91 eastbound loop on-ramp and eastbound slip on-ramp will be reconstructed.

Component	Implementing Agency
PA&ED	City of Corona
PS&E	City of Corona
Right of Way	City of Corona
Construction	City of Corona

Legislative Districts

Assembly:	60	Senate:	31	Congressional:	42
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Project Milestone	Existing	Proposed
Project Study Report Approved		
Begin Environmental (PA&ED) Phase	07/18/2018	07/18/2018
Circulate Draft Environmental Document Document Type CE	03/27/2019	03/27/2019
Draft Project Report	02/10/2019	02/10/2019
End Environmental Phase (PA&ED Milestone)	03/28/2019	03/28/2019
Begin Design (PS&E) Phase	07/18/2018	07/18/2018
End Design Phase (Ready to List for Advertisement Milestone)	01/13/2021	07/10/2021
Begin Right of Way Phase	01/31/2019	01/31/2019
End Right of Way Phase (Right of Way Certification Milestone)	05/12/2021	07/10/2021
Begin Construction Phase (Contract Award Milestone)	06/23/2021	09/01/2021
End Construction Phase (Construction Contract Acceptance Milestone)	06/30/2023	06/30/2023
Begin Closeout Phase	07/07/2023	07/07/2023
End Closeout Phase (Closeout Report)	09/04/2025	09/04/2025

Date 05/12/2021 15:30:05

Purpose and Need

McKinley Street is heavily traveled by trucks and commuter vehicles, and the at-grade crossing with the BNSF railroad tracks has significantly impacted traffic circulation in the area. Approximately 105 trains traverse this crossing daily, resulting in the crossing gates being down for over 170 minutes per day. Subsequent issues include the pollutants emitted by vehicles idling at the grade crossing during gate down time. Train frequency and length will only continue to grow. Future projections (Year 2035) project that train volumes will increase to approximately 91 freight trains and 42 passenger trains per day, increasing gate-down time to over 4 hours per day. These current and future delays will have significant impacts on what is already one of the busiest rail corridors in California. This creates a freight bottleneck impacting the movement of goods by both train and truck.

Safety is of paramount concern at the grade crossing. Eight accidents at this grade crossing have been recorded with the Federal Rail Administration since 2000, including four fatalities. A grade separation is needed to remove the hazardous grade crossing.

The goals of the project are to relieve the freight bottleneck by eliminating the at-grade crossing allowing for the enhanced flow of goods; enhance safety by separating vehicles, pedestrians, and cyclists from trains at the railroad crossing; reduce traffic congestion along a busy arterial and at access points to the State Highway System; reduce air and noise pollution; and provide unhindered access for emergency vehicles.

NHS Improvements	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Roadway Class	NA	Reversible Lane Analysis	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Inc. Sustainable Communities Strategy Goals	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Reduce Greenhouse Gas Emissions	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		

Project Outputs

Category	Outputs	Unit	Total
Bridge / Tunnel	At-grade crossings eliminated	SQFT	26,385
Active Transportation	Sidewalk miles	Miles	0.75
Rail/ Multi-Modal	Grade separations/ rail crossing improvemnets	EA	1
Operational Improvement	Intersection / Signal improvements	EA	5
Pavement (lane-miles)	Roadway lane miles	Miles	3.75

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Additional Information

SCAG 2020 RTP/SCS Goals:

1. Encourage regional economic prosperity and global competitiveness
2. Improve mobility, accessibility, reliability, and travel safety for people and goods
3. Enhance the preservation, security, and resilience of the regional transportation system
4. Increase person and goods movement and travel choices within the transportation system
5. Reduce greenhouse gas emissions and improve air quality
6. Support healthy and equitable communities

Due to COVID 19 impacts, R/W and CON start dates have been delayed due to the Riverside County Court System unforeseen excessive court processing times. This caused a two (2) month delay in securing property rights for one (1) property impacted by the project. Currently the City has a possession hearing with the Court in May with no challenges to the City's right to take the interests from the property owner, which in turn guarantees the Riverside County Court System awarding the City the rights to take. Although Riverside County Court System will award possession in June, it will not be effective until early July. R/W Certification is anticipated to have Certification by July, 2021.

The City is requesting a 12 month extension for the TCEP funds as the May 2021 CTC meeting.

Project costs have increased due to the cost of steel and other goods.

Project funds are being moved from CON to R/W to address City share of utility relocations and structures demolition required for R/W Certification.

Performance Indicators and Measures						
Measure	Required For	Indicator/Measure	Unit	Build	Future No Build	Change
Congestion Reduction	TCEP	Daily Vehicle Hours of Travel Time Reduction	Hours	14,255	17,430	-3,175
	TCEP	Daily Truck Trips	# of Trips	2,295	2,295	0
	TCEP	Daily Truck Miles Traveled	Miles	1,028	1,028	0
Throughput	TCEP	Change in Truck Volume That Can Be Accommodated	# of Trucks	3,183,376	2,947,570	235,806
	TCEP	Change in Rail Volume That Can Be Accommodated	# of Trailers	0	0	0
			# of Containers	0	0	0
	TCEP	Change in Cargo Volume That Can Be Accommodated	# of Tons	0	0	0
			# of Containers	0	0	0
System Reliability	TCEP	Truck Travel Time Reliability Index	Index	0.86	0	0.86
	TCEP	Daily Vehicle Hours of Travel Time Reduction	Hours	14,255	17,430	-3,175
Velocity	TCEP	Travel Time or Total Cargo Transport Time	Hours	0	0	0
	Optional	Average Peak Period Weekday Speed for Road Facility	Miles per Hour	12.2	10.6	1.6
	Optional	Average Peak Period Weekday Speed for Rail Facility	Miles per Hour	60	43	17
Air Quality & GHG	LPPF, LPPC, SCCP, TCEP	Particulate Matter	PM 2.5 Tons	1.6	1.75	-0.15
			PM 10 Tons	1.76	1.91	-0.15
	LPPF, LPPC, SCCP, TCEP	Carbon Dioxide (CO2)	Tons	139,752	150,708	-10,956
	LPPF, LPPC, SCCP, TCEP	Volatile Organic Compounds (VOC)	Tons	129.1	129.6	-0.5
	LPPF, LPPC, SCCP, TCEP	Sulphur Dioxides (SOx)	Tons	1.38	1.48	-0.1
	LPPF, LPPC, SCCP, TCEP	Carbon Monoxide (CO)	Tons	1,440	1,436	4
	LPPF, LPPC, SCCP, TCEP	Nitrogen Oxides (NOx)	Tons	167	174.8	-7.8
Safety	LPPF, LPPC, SCCP, TCEP	Number of Non-Motorized Fatalities and Non-Motorized Serious Injuries	Number	0	2	-2
	LPPF, LPPC, SCCP, TCEP	Number of Fatalities	Number	8	12.6	-4.6
	LPPF, LPPC, SCCP, TCEP	Fatalities per 100 Million VMT	Number	2.673	4.609	-1.936
	LPPF, LPPC, SCCP, TCEP	Number of Serious Injuries	Number	10.4	22	-11.6
	LPPF, LPPC, SCCP, TCEP	Number of Serious Injuries per 100 Million VMT	Number	1.982	4.609	-2.627
Economic Development	LPPF, LPPC, SCCP, TCEP	Jobs Created (Direct and Indirect)	Number	675	0	675

Performance Indicators and Measures						
Measure	Required For	Indicator/Measure	Unit	Build	Future No Build	Change
Cost Effectiveness	LPPF, LPPC, SCCP, TCEP	Cost Benefit Ratio	Ratio	2.25	0	2.25

District	County	Route	EA	Project ID	PPNO
08	Riverside	91	1J990	0818000153	1272
Project Title					
McKinley Street Grade Separation					

Existing Total Project Cost (\$1,000s)									Implementing Agency
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	
E&P (PA&ED)	1,694							1,694	City of Corona
PS&E	11,183							11,183	City of Corona
R/W SUP (CT)	1,221							1,221	City of Corona
CON SUP (CT)	7,000							7,000	City of Corona
R/W	25,000							25,000	City of Corona
CON	62,202							62,202	City of Corona
TOTAL	108,300							108,300	
Proposed Total Project Cost (\$1,000s)									Notes
E&P (PA&ED)	1,694							1,694	
PS&E	11,183							11,183	
R/W SUP (CT)									
CON SUP (CT)									
R/W	28,517							28,517	
CON	68,156	2,876						71,032	
TOTAL	109,550	2,876						112,426	

Fund #1:	Local Funds - Local Transportation Funds (Committed)								Program Code
	Existing Funding (\$1,000s)								20.10.400.100
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	Funding Agency
E&P (PA&ED)									Riverside County Transportation Com
PS&E	6,827							6,827	
R/W SUP (CT)	1,221							1,221	
CON SUP (CT)	7,000							7,000	
R/W	25,000							25,000	
CON	44,402							44,402	
TOTAL	84,450							84,450	
Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)									
PS&E	6,827							6,827	
R/W SUP (CT)									
CON SUP (CT)									
R/W	28,517							28,517	
CON	49,106							49,106	
TOTAL	84,450							84,450	

Fund #2:	Local Funds - City Funds (Committed)								Program Code
Existing Funding (\$1,000s)									20.10.400.100
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	Funding Agency
E&P (PA&ED)	64							64	
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL	64							64	
Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)	64							64	
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL	64							64	
Fund #3:	Local Funds - TDA (Committed)								Program Code
Existing Funding (\$1,000s)									20.10.400.100
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	Funding Agency
E&P (PA&ED)									City of Corona
PS&E	2,000							2,000	
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL	2,000							2,000	
Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)									
PS&E	2,000							2,000	
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL	2,000							2,000	

Fund #4:	Local Funds - Local Transportation Funds (Committed)								Program Code
Existing Funding (\$1,000s)									20.10.400.100
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	Funding Agency
E&P (PA&ED)	1,630							1,630	Western Riverside Council of Govern
PS&E	1,356							1,356	
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL	2,986							2,986	
Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)	1,630							1,630	
PS&E	1,356							1,356	
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL	2,986							2,986	
Fund #5:	Local Funds - Local Transportation Funds (Committed)								Program Code
Existing Funding (\$1,000s)									20.10.400.100
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	Funding Agency
E&P (PA&ED)									Riverside County Transportation Cor
PS&E	1,000							1,000	
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL	1,000							1,000	
Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)									
PS&E	1,000							1,000	
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL	1,000							1,000	

Fund #6:	Other State - SECTION 190 GRADE SEPARATION PROGRAM (Committed)								Program Code
Existing Funding (\$1,000s)									20.30.207.811
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	Funding Agency
E&P (PA&ED)									Caltrans HQ
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON	5,000							5,000	
TOTAL	5,000							5,000	
Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON	5,000							5,000	
TOTAL	5,000							5,000	
Fund #7:	Local Funds - Local Transportation Funds (Committed)								Program Code
Existing Funding (\$1,000s)									20.10.400.100
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	Funding Agency
E&P (PA&ED)									City of Corona
PS&E									BNSF 10% funding requirement
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON	2,500							2,500	
TOTAL	2,500							2,500	
Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)									BNSF 10% Funding Reimbursement Requirement
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON	3,750							3,750	
TOTAL	3,750							3,750	

Fund #8:	State SB1 TCEP - Trade Corridors Enhancement Account (Committed)								Program Code
Existing Funding (\$1,000s)									20.XX.723.200
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON	10,300							10,300	
TOTAL	10,300							10,300	
Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON	10,300							10,300	
TOTAL	10,300							10,300	
Fund #9:	State Bond - Highway-Railroad Crossing Safety Account (Uncommitted)								Program Code
Existing Funding (\$1,000s)									
Component	Prior	21-22	22-23	23-24	24-25	25-26	26-27+	Total	Funding Agency
E&P (PA&ED)									California Transportation Commissio
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding (\$1,000s)									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		2,876						2,876	
TOTAL		2,876						2,876	

Complete this page for amendments only

Date 05/12/2021 15:30:05

District	County	Route	EA	Project ID	PPNO
08	Riverside	91	1J990	0818000153	1272

SECTION 1 - All Projects

Project Background

The Project will construct a new four-lane overhead grade separation over the BNSF railroad crossing along McKinley Street in the City of Corona, CA. The new roadway will include a raised median, sidewalks, and ADA-compliant curb ramps. The project will construct a one-way ramp connecting southbound McKinley St. to Sampson Ave. and a new two-way loop road connecting McKinley St to Sampson Ave. The SR-91 eastbound off-ramp will be realigned and widened and the SR-91 eastbound loop on-ramp and eastbound slip on-ramp will be reconstructed.

Currently, the City is nearing completion of final plans and specifications. Additionally, the City has secured approvals from Riverside County on improvements within the County's jurisdiction, and is expected to have approvals via General Order 88 approval/Construction and Maintenance Agreements from BNSF, and Caltrans PS&E Approvals, and Riverside County Flood Control permit approvals by mid May, 2021. The City has secured possession and/or acquired all rights of way interests for ten of the twelve private property interests. The City will secure possession with one more ownership by mid-April and will have all right of way interests acquired or possession secured for all private property interests by July 10, 2021. The City has approved utility relocation plans and executed as necessary agreements for all utilities.

The City will meet the following milestones:

1. Railroad Clearances – Execution of a Construction and Maintenance Agreement / General Order 88 Approvals – June 15, 2021.
2. Utility Clearances – April 15, 2021
3. Right of Way Certification – July 10, 2021
4. Construction Advertisement Commencement – July 10, 2021
5. Construction Contract Award – September 1, 2021
6. Trade Corridor Enhancement Program Funding Allocation – August, 2021 CTC Hearing

Programming Change Requested

The City is requesting to allocate funds at the August, 2021 CTC Hearing in lieu of the June, 2021 CTC Hearing. Our original request was for Fiscal Year 20/21, this change will result in the allocation request occurring Fiscal Year 21/22.

Reason for Proposed Change

As a result of COVID-19, the Riverside County Court System has had unforeseen excessive court processing times to schedule possession hearings causing approximately a two (2) month delay in securing property rights for one (1) property impacted by the project. Currently the City has a possession hearing with the Court in May with no challenges to the City's right to take the interests from the property owner, which in turn guarantees the Riverside County Court System awarding the City the rights to take. Although Riverside County Court System will award possession in May, it will not be effective until late June, 2021. This delay results in the City no longer achieving Right of Way Certification by the March 15th, 2021 deadline and is anticipated to have Certification by July, 2021.

If proposed change will delay one or more components, clearly explain 1) reason for the delay, 2) cost increase related to the delay, and 3) how cost increase will be funded

There is no cost increase, only a time impact by approximately 2 months. No funding impacts will occur associated with the delay. The Project is fully funded included the TCEP and HRCSA Funds.

Other Significant Information

SECTION 2 - For SB1 Project Only

Project Amendment Request (Please follow the individual SB1 program guidelines for specific criteria)

1. Total Project Costs went from \$108,300,000 to \$112,426,000. The cost increase was due to increased construction costs, particularly the cost of steel and other goods.

2. The fund differential was made up from the new HRCSA available funds of \$2,876,000 (not included in the TCEP application) and an increase in BNSF contribution from the TCEP application now that we completed the hypothetical structure exercise. Railroad contribution went up to

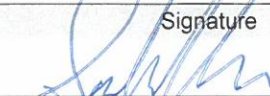
\$3,750,000 from \$2,500,000.

3. \$2,090,000 in Utility Relocation Costs, the City's share for Water Line Relocations for Riverside Public Utilities, needed to be moved from the Construction Costs and applied to the R/W Costs. SB 132, non-TCEP funds, will cover this work. This work is required for R/W Certification and needs to be completed prior to requesting allocation of the TCEP CON funds.

4. \$206,000 for structure demolition for two buildings in conflict with the project costs need to be moved from CON to R/W. SB 132, non-TCEP funds, will cover this work. This work is required for R/W Certification and needs to be completed prior to requesting allocation of the TCEP CON funds.

Approvals

I hereby certify that the above information is complete and accurate and all approvals have been obtained for the processing of this amendment request.

Name (Print or Type)	Signature	Title	Date
Savat Khamphou		Acting Public Works Director/City Engineer	5/12/21

SECTION 3 - All Projects

Attachments

- 1) Concurrence from Implementing Agency and/or Regional Transportation Planning Agency
- 2) Project Location Map



PUBLIC WORKS DEPARTMENT

(951) 736-2266
(951) 279-3627 (FAX)

400 SOUTH VICENTIA AVENUE, CORONA, CALIFORNIA 92882
CITY HALL - ON LINE ALL THE TIME (<http://www.coronaca.gov>)

May 12, 2021

California Transportation Commission
Attn: Mitch Weiss, Executive Director
1120 N Street, MS-52
P.O. Box 942873
Sacramento, CA 95814

**SUBJECT: 2020 Trade Corridor Enhancement Program
McKinley Grade Separation Project, City of Corona
Request for Extension to Allocate Funding – Attachment 1**

As the Implementing Agency for the McKinley Street Grade Separation Project in the City of Corona, please consider this letter the City's request for the California Transportation Commission to grant the City up to a twelve (12) month extension to allocate funding from the Trade Corridor Enhancement Program. As a result of COVID-19, the Riverside County Court System has had unforeseen excessive court processing times to schedule possession hearings causing approximately a two (2) month delay in securing property rights for one (1) property impacted by the project. Currently, the City has a possession hearing with the Court in May with no challenges to the City's right to take the interests from the property owner, which in turn guarantees the Riverside County Court System awarding the City the rights to take. Although Riverside County Court System will award possession in June, it will not be effective until early July 2021. Because of the delay, the City is unable to achieve Right of Way Certification by March 15th, 2021. The City currently anticipates achieving Right of Way Certification by July 2021. The City will meet the following milestones:

- 1) Railroad Clearances – Execution of a Construction and Maintenance Agreement / General Order 88 Approvals – June 15, 2021
- 2) Utility Clearances – April 15, 2021
- 3) Right of Way Certification – July 10, 2021
- 4) Construction Advertisement Commencement – July 10, 2021
- 5) Construction Contract Award – September 1, 2021
- 6) Trade Corridor Enhancement Program Funding Allocation – August 2021 CTC Hearing

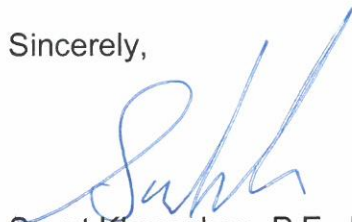
Additionally, between the August 3rd, 2020 Trade Corridor Enhancement Program Application submittal and the current Project Programming Request Amendment, construction materials costs, particularly steel, concrete, and other goods, have generally increased substantially throughout the industry due to lack of available materials. As a result, the total Project costs have increased from \$108,300,000 to \$112,426,000. The City has secured additional funds, including \$2,876,000 from the Highway Railroad Crossing Safety Account and \$1,250,000 in additional BNSF railroad contributions now that the hypothetical structure exercise has been completed, both of which will accommodate the cost increase. Neither of these additional funds were illustrated in the Trade Corridor Enhancement Program application.

Lastly, the following changes were included with the Project Programming Request Amendment:

- 1) The amount of \$2,090,000 in Utility Relocation Costs, the City's share for Water Line Relocations for Riverside Public Utilities, needed to be moved from the Construction Costs and applied to the Right of Way Costs. State Senate Bill 132 (non-Trade Corridor Enhancement Program funds) will cover this work. This work is required to complete the Right of Way Certification and needs to be completed prior to requesting allocation of the Trade Corridor Enhancement Program funds.
- 2) The amount of \$206,000 for demolition of two building structures in conflict with the Project need to be moved from Construction to Right of Way. State Senate Bill 132 (non-Trade Corridor Enhancement Program funds) will cover this work. This work is required to complete the Right of Way Certification and needs to be completed prior to requesting allocation of the Trade Corridor Enhancement Program funds.

Thank you in advance for your consideration.

Sincerely,



Savat Khamphou, P.E., P.L.S.
Acting Public Works Director
City of Corona

ATTACHMENT "2" - PROJECT LOCATION MAP

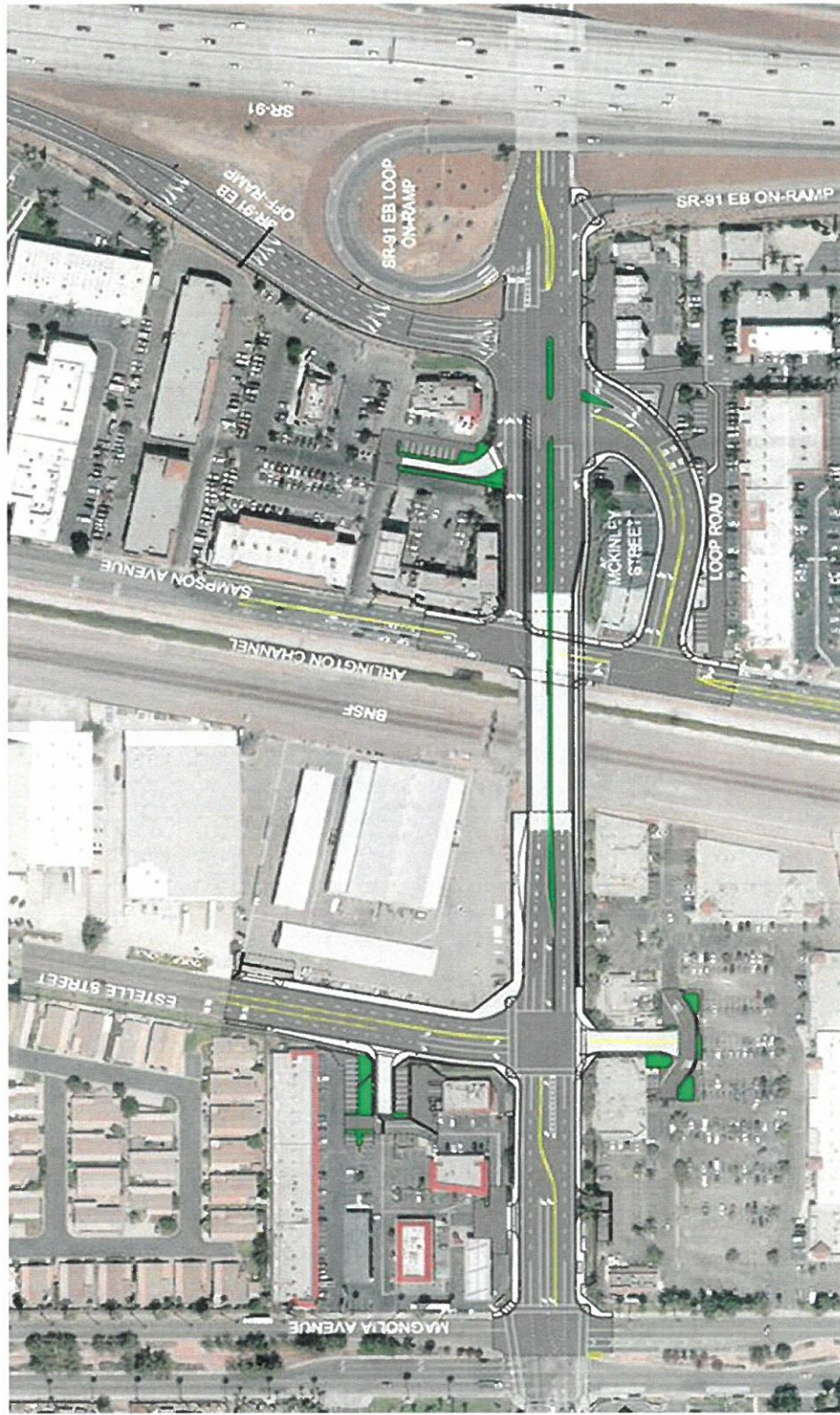


Exhibit B

Project Report Equivalent

Project Report Equivalent

FOR



February 23, 2021

Submitted by:



City of Corona
400 S. Vicentia Avenue
Corona, CA 92882

February 23, 2021

Caltrans
Office of Capital Improvement Programming
Division of Financial Programming


RE: Project Report Equivalent Document

The purpose of this document is to provide an equivalent to a Project Report for the McKinley Grade Separation Project (Project) for the City of Corona (City). The subsequent sections and attached documentation are indicative of the current scope, schedule, and estimate of probable costs for the Project and are consistent with the City's Trade Corridor Enhancement Program Application submitted to the California Transportation Commission in 2020. The following sections/attachments have been included with this document:

- Section 1 – Project Background
- Section 2 – Project Performance Measures
- Section 3 – Project Description
- Section 4 – Schedule
- Section 5 – Costs
- Attachment A – 95% Improvement Plans
- Attachment B – CEQA Notice of Exemption
- Attachment C – Project Baseline Schedule
- Attachment D – Estimate of Probable Costs
- Attachment E – Riverside County Cooperative Agreement
- Attachment F – Right of Way Summary Matrix

I approve this document as an equivalent to a Project Report for the Project and all attachments. Please do not hesitate to contact me should you have questions at either (951) 736-2278 or Peter.Ramey@CoronaCA.gov.

Sincerely,



Peter Ramey, P.E.
City Project Manager
City of Corona

SECTION 1 - PROJECT BACKGROUND



Figure 1 - Steel Tied Arch Network Bridge Overcrossing Looking Southeast

The McKinley Street Grade Separation has been a high priority project for close to 15 years. In 2006, the Riverside County Transportation Commission (RCTC) and the City placed the project in the top priority tier of at-grade railroad crossings in Alameda Corridor East of Riverside County. Subsequent updates to this grade separation funding strategy in 2008 and 2012 maintained the project in RCTC's Priority Tier 1. In 2011, a Project Study Report (PSR) was prepared which identified feasible overpass (roadway over tracks) and underpass (tracks over roadway) alternatives. Overpass options

evaluated elevating Sampson Avenue along with McKinley Street, and other options evaluated leaving Sampson Avenue at-grade with various alignments for a connector road between McKinley Street and Sampson Avenue. The selected project alternative elevates McKinley Street over the BNSF tracks, and provides a connector road between McKinley Street and Sampson Avenue.

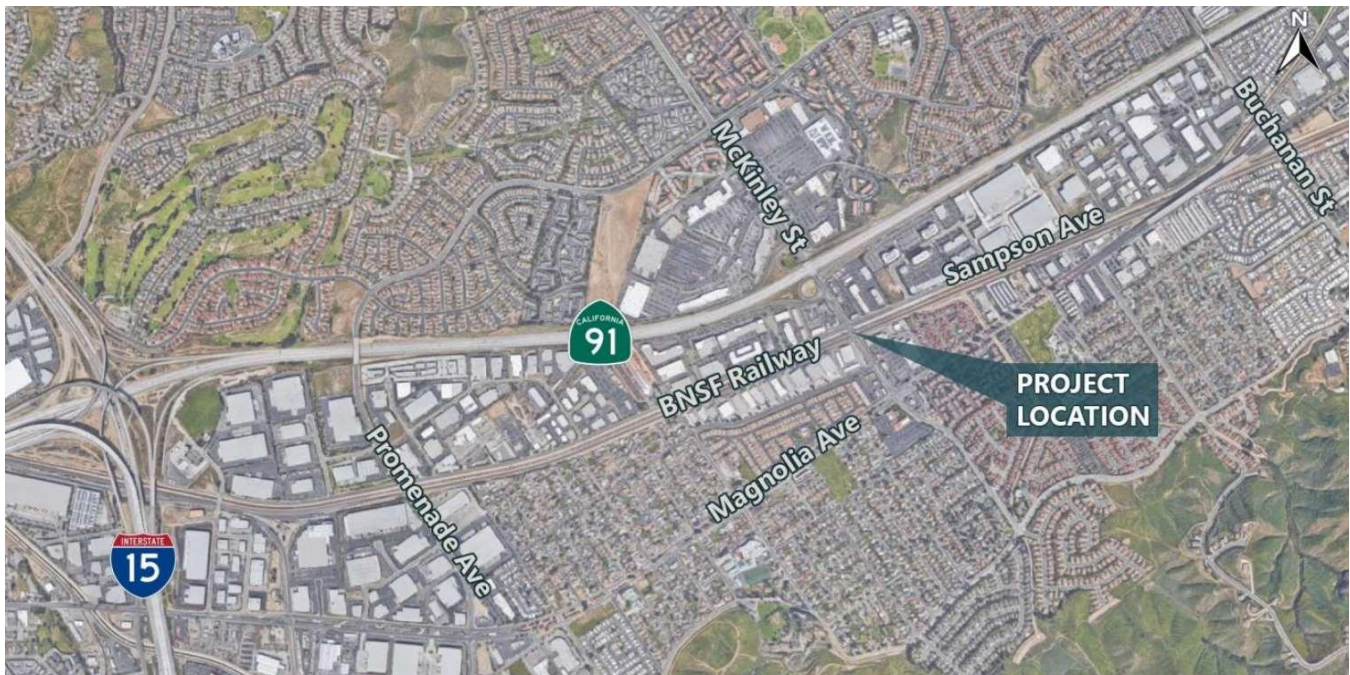


Figure 2 - Project Location Map

The City selected a design consultant in 2018 to evaluate up to four overcrossing alternatives and proceed with final design services. A Project Concept Report was developed by the City's consultant in October, 2018 with the primary goal of evaluating numerous connections to Sampson Avenue from McKinley Street as the overcrossing prohibited the ability to directly connect to Sampson. The alternatives reviewed included Roundabout, Offset Intersection, Inner and Outer Loop connection alternatives ultimately recommending the Inner Loop configuration as it was the most cost effective and least impactful to surrounding property owners and utilities. Upon preparation of 35% plans early 2019, costs for the

project exceeded \$140 million and the City procured a value engineering consultant and established an ad-hoc committee consisting of Caltrans, Riverside County, RCTC, and Transportation Corridor Agency personnel to identify potential design alternatives / recommendations to minimize costs and impacts to the surrounding properties/business owners. This two-month process was concluded March, 2019 and memorialized in the March 20th, 2019 City Council Meeting resulting in the direction to proceed with a two-lane each direction facility for McKinley Street, the Inner Loop configuration, and a Steel Tied Arch Network Bridge configuration to avoid closures to McKinley Street and Sampson Avenue during the construction of this project.



Between March and May of 2019, the Project design team continued to identify value engineering solutions and the final 35% concepts were presented to and approved by the City Council May 22, 2019. From May, 2019 through current, the Project has progressed these to 95% PS&Es and is expected to have approved Utility Relocation Plans, BNSF Railroad C&M Agreements, GO-88 Approval, and all right of way certification by the end of May, 2021.

Major funding for the project is provided by Senate Bill (SB) 132, which created the Riverside County Transportation Efficiency Corridor to advance five critical projects in Riverside County. The bill provides \$84.45 million for the McKinley Street Grade Separation. The City is supplementing the project with an additional \$23.85 million from the following funding sources (including the TCEP Program) for a project total of \$108.30 million:

- 1) SB132
- 2) City General Funds
- 3) Gas Tax (SB1)
- 4) Transportation Uniform Mitigation Fees (TUMF)
- 5) Transportation Development Act (TDA)
- 6) TCEP (Pending CTC Approval for Allocation)
- 7) California Public Utilities Commission (CPUC) Section 190 (Pending CPUC Approval for Allocation)

SECTION 2 - PROJECT PERFORMANCE MEASURES

Section 190 Priority Project

The McKinley Street Grade Separation Project is one of the most notable grade separation priority projects statewide. The Section 190 Grade Separation Program is a funding program to grade separate crossings between roadways and railroad tracks. The program receives \$15,000,000 annually in state funds that are distributed among up to four projects. Every other year, most recently in 2019, the California Public Utilities Commission (CPUC) accepts project nominations from agencies for replacing existing at-grade crossings or improving existing grade separations. The nomination process establishes a Priority Index which is based upon ADT, average freight and commuter train traffic, accident history, funding request, and special factors including crossing geometrics and daily crossing arms downtime. Following the establishment of the Priority Index, Caltrans Division of Rail requests project applications and distributes available funds to the highest ranked and most shovel-ready projects on the Priority List.

In 2019 the City submitted a Section 190 Grade Separation Program nomination for the McKinley Street Grade Separation. The project ranked #2 statewide with a score of 4955.9 (<https://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M341/K610/341610273.PDF>). This ranking was driven by the crossing's accident history, challenging geometry with the hump at the crossing and two adjacent signalized intersections, and community impacts.

The City is in the process of finalizing documentation to request allocation for \$10 million dollars and funding is anticipated

Improved Traffic and Truck Operations

The McKinley Street Grade Separation Project greatly improves traffic operations and reduces congestion along McKinley Street. The City prepared a Preliminary Traffic Operations Analysis Report (TOAR) to study existing conditions and their impacts in the construction year (2023) and design year (2043). The TOAR analyzed eight intersections and nine roadway segments. Existing morning peak period (7:00 AM to 9:00 AM) and evening peak period (4:00 PM to 6:00 PM) turning movement counts for the study intersections and 24-hour roadway volumes for the roadway segments were conducted in October 2017. Trucks contribute to six percent of traffic along McKinley Street. The existing conditions analysis showed all the intersections operate at Level of Service (LOS) D or better, except for the McKinley Street/Sampson Avenue intersection directly adjacent to the rail crossing. When the crossing is closed, this intersection operates at LOS E with 67.3 seconds of delay in the AM and LOS F with 233.8 seconds of delay in the PM. The McKinley Street roadway segment for the SR-91 eastbound off-ramp to Sampson Avenue operates at LOS F with a Volume to Capacity (V/C) of 1.10.

There are approximately 102 acres of industrial and warehousing land uses east and approximately 209 acres west of McKinley Street along Sampson Avenue and approximately 19 acres along Estelle Street (**Figure 3**). The SR-91/McKinley Street Interchange is the primary highway access point to and from these land uses for trucks. The congestion and delays at the McKinley Street/Sampson Avenue intersection impacts truck access to these properties. This is due to trucks not being able to turn right or left or travel through the intersection and also due to delays in making right turns.

There will be immediate improvements within the project study area as a result of the project improvements. Delays and congestion at the at-grade crossing and the Sampson Avenue intersection are eliminated with the grade separation. Without the project, the McKinley Street/Sampson Avenue intersection is anticipated to operate at LOS E in the AM and LOS F in the PM.

This intersection is eliminated and replaced with a side ramp from southbound McKinley Street and Loop Road intersections. The two new intersections at Sampson Avenue will operate at LOS B in the AM and LOS C or D in the PM. This will enhance goods movement capabilities for trucks accessing adjacent industrial and warehousing businesses. Additionally, the LOS at the McKinley Street segment from the eastbound SR-91 ramps to Sampson Avenue improves to C with a V/C of 0.77. **Table 1** below compares the 2023 build and no build conditions for key intersections and **Table 2** compares those conditions for the McKinley Street roadway segments.



Figure 3 – Industrial/Warehouse Truck Access

Table 1 – 2023 Intersection Operational Analysis

Intersection		No Build		Build	
		AM LOS/Delay	PM LOS/Delay	AM LOS/Delay	PM LOS/Delay
McKinley Street/SR-91 WB Ramps	Period 1	C/22.9	B/15.9	C/21.5	B/15.4
	Period 2	C/22.7	B/16.3	C/22.3	B/15.9
	Period 3	C/22.7	B/16.3	C/23.1	B/15.9
	Period 4	C/22.9	B/16.2	C/21.5	B/15.7
McKinley Street/SR-91 EB On-Ramp		Intersection is uncontrolled			
McKinley Street/SR-91 EB On-Ramp	Period 1	C/26.1	C/25.8	C/31.8	C/28.9
	Period 2	C/26.8	C/28.5	C/32.2	C/34.6
	Period 3	C/27.8	C/28.5	C/32.6	C/34.6
	Period 4	C/26.1	C/27.8	C/31.9	C/32.2
McKinley Street/Sampson Avenue (with crossing gate down)		E/75.7	F/253.8	Intersection Removed	
McKinley Street/Estelle Street		B/11.5	B/15.8	B/17.0	C/27.8
McKinley Street/Magnolia Avenue		C/33.3	D/46.7	C/28.3	C/26.4
Side Ramp/Sampson Avenue	Period 1	N/A		B/17.2	C/21.0
	Period 2			B/17.7	C/26.0
	Period 3			B/19.0	C/26.0
	Period 4			B/17.2	C/23.3
Loop Road/Sampson Avenue		N/A		B/16.7	D/42.2

Table 2 –Street Segments 2023 Analysis

Segment	Capacity	No Build			Build		
		ADT	V/C	LOS	ADT	V/C	LOS
McKinley: SR-91 WB Ramps to SR-91 EB on-ramp	35,900	45,900	1.28	F	45,900	1.28	F
McKinley: SR-91 EB Off-Ramp to Sampson Avenue	35,900	41,477	1.16	F	24,748	0.77	C
McKinley: Sampson Avenue to Estelle Street	35,900	24,200	0.67	B	24,200	0.67	B
McKinley: Estelle Street to Magnolia Avenue	35,900	19,000	0.53	A	19,000	0.53	A
McKinley: SR-91 EB On-Ramp	20,000	4,802	0.24	A	4,802	0.24	A
Sampson: West of McKinley Street	26,000	14,500	0.56	A	14,500	0.56	A
Sampson: McKinley Street to KPC Parkway	26,000	12,078	0.46	A	16,428	0.63	B

In 2043, similar vehicle and truck operational improvements are achieved. Without the project, the McKinley Street/Sampson Avenue intersection would operate at LOS F with 101.2 seconds of delay in the AM and LOS F with 323.8 seconds of delay. With the project, the new side ramp intersection with Sampson Avenue operates at LOS C or better in the AM and PM. The Loop Road/Sampson Avenue intersection operates at LOS B in the AM and E in the PM. While LOS E is below the City's LOS threshold of LOS D, the intersection operates far more efficiently than the no build McKinley Street/Sampson Avenue intersection. Additionally, the McKinley Street segment from the eastbound SR-91 ramps to Sampson Avenue improves from LOS F with a V/C of 1.37 to LOS E with a V/C ratio of 0.94. **Table 3** below compares the 2043 build and no build conditions for key intersections around the project area and **Table 4** compares the 2043 build and no build conditions for the McKinley Street roadway segments.

Table 3 – 2043 Intersection Operational Analysis

Intersection		No Build		Build	
		AM LOS/Delay	PM LOS/Delay	AM LOS/Delay	PM LOS/Delay
McKinley Street/SR-91 WB Ramps	Period 1	C/22.3	B/19.9	C/26.6	B/14.9
	Period 2	C/22.5	C/20.5	C/27.8	B/15.7
	Period 3	C/24.4	C/20.5	C/30.4	B/15.8
	Period 4	C/22.3	C/20.4	C/26.8	B/15.5
McKinley Street/SR-91 EB On-Ramp	Intersection is uncontrolled				
McKinley Street/SR-91 EB On-Ramp	Period 1	C/30.5	C/22.3	C/27.9	C/32.2
	Period 2	C/31.6	C/26.3	C/28.5	D/40.8
	Period 3	C/35.0	C/26.3	C/29.9	E/70.0

Intersection		No Build		Build	
		AM LOS/Delay	PM LOS/Delay	AM LOS/Delay	PM LOS/Delay
	Period 4	C/30.5	C/25.3	C/27.9	E/78.2
McKinley Street/Sampson Avenue (with crossing gate down)		F/101.2	F/323.8	Intersection Removed	
McKinley Street/Estelle Street		B/12.0	B/17.6	B/17.3	C/27.1
McKinley Street/Magnolia Avenue		D/48.7	F/102.7	D/47.3	F/100.6
Side Ramp/Sampson Avenue	Period 1	N/A		B/16.1	C/33.5
	Period 2			C/17.7	C/38.2
	Period 3			C/22.0	C/33.7
	Period 4			B/16.1	C/34.2
Loop Road/Sampson Avenue		N/A		B/19.9	E/55.3

Table 4 –Street Segments 2043 Analysis

Segment	Capacity	No Build			Build		
		ADT	V/C	LOS	ADT	V/C	LOS
McKinley: SR-91 WB Ramps to SR-91 EB on-ramp	35,900	45,900	1.28	F	45,900	1.28	F
McKinley: SR-91 EB Off-Ramp to Sampson Avenue	35,900	49,225	1.37	F	33,657	0.94	E
McKinley: Sampson Avenue to Estelle Street	35,900	24,200	0.67	B	24,200	0.67	B
McKinley: Estelle Street to Magnolia Avenue	35,900	19,000	0.53	A	19,000	0.53	A
McKinley: SR-91 EB On-Ramp	20,000	4,802	0.24	A	4,802	0.24	A
Sampson: West of McKinley Street	26,000	21,972	0.85	D	21,972	0.85	D
Sampson: McKinley Street to KPC Parkway	26,000	18,665	0.72	C	25,257	0.97	E

As demonstrated in the tables above, congestion and delays are reduced by eliminating the at-grade crossing and the McKinley Street/Sampson Avenue intersection. Trucks can travel more freely to Sampson Avenue and Estelle Street to access warehousing business.

In addition to providing truck and vehicle congestion reduction and operational improvements, the project also benefits intercity transit operations. McKinley Street is also used by the Corona Cruiser Blue Line, intercity bus transit, and bus stops are located at McKinley Street/Sampson Avenue and McKinley Street/Magnolia Avenue. Approximately 24 buses travel along McKinley Street per day. Currently, buses are stopped at the at-grade crossing with BNSF during gate-down time, which results in delayed arrivals at bus stops. The grade separation will improve transit operations and reliability. With the proposed

project, buses and their riders will have more assurance that the buses will arrive on time as shown in the bus schedules. This on-time performance will help attract additional riders and have additional positive impacts on traffic congestion and air quality.

Improved Rail Freight

McKinley Street crosses the BNSF San Bernardino Subdivision at-grade. The BNSF San Bernardino Subdivision is double tracked through the project limits. Approximately 78 freight trains per day cross McKinley Street on route between the San Bernardino Intermodal Yard and the Alameda Corridor. This is expected to increase to more than 91 freight trains per day in the near future. While the speed limit for trains at the crossing is 60 miles per hour (mph), 2011 counts conducted by RCTC show that trains cross McKinley Street at an average of 43 mph, a significantly slower speed. Trains are slowing as they reach the at-grade crossing, increasing travel time and reducing throughput.

There are plans to have triple track from West Riverside to the Union Pacific Railroad (UPRR) Los Angeles Subdivision. This will involve constructing a new third track from approximately the Orange County line to the Metrolink Riverside Downtown station (**Figure 4**). There are currently 27 commuter/passenger trains per day at the McKinley Street crossing and is projected to grow to 42 commuter/passenger trains per day. The third track would be dedicated to Metrolink commuter trains to carry this high volume efficiently without impacting freight operations. This will provide two dedicated tracks for freight rail and support an increase in freight rail traffic.

Rail freight velocity can be increased with the proposed project. The elimination of the at-grade crossing will allow trains to travel at higher speeds through eastern Corona. There will be nearly three miles of track without at-grade crossings to promote higher speeds and safer train travel. Additionally, the project will accommodate increased rail freight volumes with the third track. The project clear spans the railroad right-of-way and provides the space for the additional track. The project will not conflict with the future track expansion efforts that will accommodate higher train volumes.

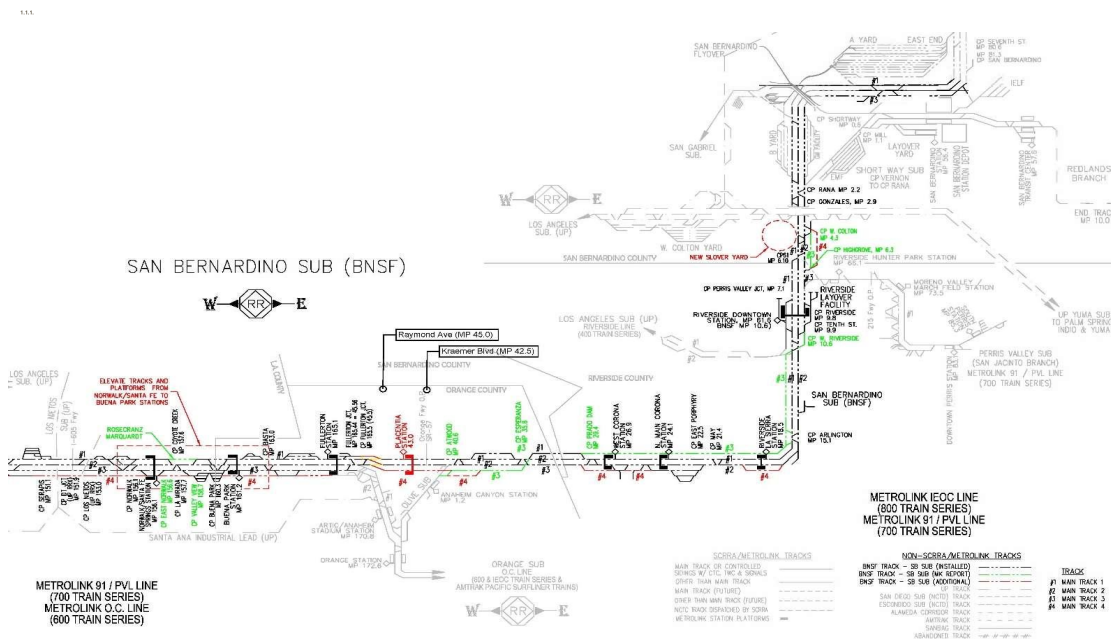


Figure 4 – BNSF San Bernardino Subdivision and Track Expansions Map Excerpt

Eliminate Conflict with Trains

The existing McKinley Street at-grade crossing with BNSF has experienced a high number of collisions over the past 20 years, even though the crossing has features to enhance safety such as quad gates and raised medians. A review of the FRA accident database shows that since the year 2000, there have been eight crashes involving trains (**Table 5**). Of these incidents, three fatalities involved pedestrians crossing the tracks and one fatality involved a bicyclist. As train volumes are projected to increase, this will exacerbate the existing safety concerns at the at-grade crossing. In addition to the injuries and loss of life, collisions with trains have impacts on train operations and travel time reliability. Trains are stopped following crashes while an investigation takes place. This has a downstream effect on train mobility as not only are trains stopped at the crossing but other trains traveling along the line are slowed or stopped as well. As a result of the crashes and train operational impacts, addressing safety is a key priority for the project.

Table 5 – Train Involved Collisions

Date	Accident Type	Position	Severity	
6/14/2019	Auto v. Train	Stalled or stuck on crossing	Vehicle Only	Damage
9/20/2016	Pedestrian v. Train	Stopped on crossing	Fatal	
1/22/2016	Pedestrian v. Train	Moving over crossing	Fatal	
8/3/2005	Bicycle v. Train	Moving over crossing	Fatal	
12/4/2001	Auto v. Train	Stopped on crossing	Injury	
5/16/2001	Truck v. Train	Moving over crossing	Vehicle Only	Damage
2/24/2001	Truck v. Train	Stopped on crossing	Vehicle Only	Damage
2/15/2000	Pedestrian v. Train	Stopped on crossing	Fatal	
Source: Federal Railroad Administration Highway-Rail Grade Crossing Accident/Incident Reports				

The McKinley Street Grade Separation Project greatly enhances safety along the project corridor. The train conflicts with trucks, vehicles, pedestrians, and bicyclists are eliminated. Train traffic can flow freely under McKinley Street without concern of collisions with travel along the local roadway. This will also improve train operations and travel time reliability.

Improved Emergency Vehicle Response Times

The McKinley Street at-grade crossing currently slows emergency vehicle response times and impedes access. Several hospitals are located within less than five miles of the project area in nearby downtown Corona and neighboring Riverside. The project site is located between the Corona Fire Station 4 on McKinley Street one mile to the north and the Riverside County Fire Department Station 13 on Magnolia Avenue one mile southwest of the site. The police station is four miles west of the project site. Emergency vehicles responding to incidents near the project site are delayed when gate arms are down, approximately 170 minutes per day, or they must take alternative routes to cross at adjacent grade

separations which detracts from valuable response time. This will be exacerbated in the future when the at-grade crossing is anticipated to be closed for more than four hours and 20 minutes per day by 2035.

The population north of the McKinley Street crossing serviced by the Corona City Fire Station 4 is most impacted when the crossing is closed. The nearest hospital is the Kaiser Permanente Medical Center in Riverside. When the McKinley Street at-grade crossing is closed, emergency vehicles must use SR-91 to access this hospital, traveling 3.8 miles. When the grade separation is in place, the travel distance is reduced to 3.3 miles as emergency vehicles can use the new bridge without fear of delay. This reduces travel times by one or two minutes, which is critical during emergency situations.

The project will provide improved and unhindered access for emergency vehicles and improve response times. Emergency vehicles will no longer be stuck at the closed at-grade crossing or need to take long detours to get around the site. This will increase the speed at which police and fire can respond to an incident as well as improve how quickly an ambulance can respond to a site and travel to the hospital.

SECTION 3 - PROJECT DESCRIPTION

The McKinley Street Grade Separation Project proposes to construct a new four-lane overhead grade separation at the BNSF Railway double tracks near the McKinley Street intersection with Sampson Avenue. The project limits extend from the SR-91 interchange on the north side to Magnolia Avenue on the south side. A new network steel tied arch bridge will cross over the railroad tracks, Arlington Channel, and Sampson Avenue. The Project will also include new connector road facilities in the northeast and northwest quadrant of the McKinley Street/Sampson Avenue intersection and approximately four hundred (400) feet of reconstruction of Estelle Street west of McKinley Street. The Project will also realign and widen the SR-91 eastbound off-ramp and reconstruct the SR-91 eastbound loop on-ramp and eastbound slip on-ramp entrances.

It is also anticipated the project will include the relocation of several underground utility facilities prior to and during the construction of the proposed Project improvements. Due to the proposed elevations of the grade separated railroad crossing, the Project includes reconstruction/reconfiguration of multiple private property driveway entrances and parking areas along McKinley Street, Estelle Street, and Sampson Avenue.

Generally, the list below summarizes the improvements to be performed by this project:

1. Demolishing miscellaneous roadway, landscape, hardscape and improvements within the project limits.
2. Constructing new storm drain, potable/non-potable water, and sanitary sewer underground infrastructure.
3. Constructing all roadway improvements including light weight cellular concrete structure fill, excavation/compaction/backfill, pcc concrete curbs/sidewalks/ driveways, and asphalt concrete improvements.
4. Constructing all pre-cast panel and MSE retaining wall systems.
5. Installation of CIDH piles, bridge abutments and PCC concrete structural retaining systems necessary to support the proposed bridge.
6. On-site prefabrication, movement, and pre-fabrication of the proposed steel tied arch bridge.
7. Construction of a water quality basin, numerous water quality best management practice treatment control devices, and miscellaneous drainage features.
8. Installation of landscape and irrigation facilities.
9. Modification/installation of traffic signals and equipment at numerous intersections
10. Installation of proposed streetlight system including streetlights, conductors, conduit, pull boxes and appurtenances.

Refer to Attachment "A" – 95% Improvement Plans for additional information.

The following depicts the general summation of improvements above:

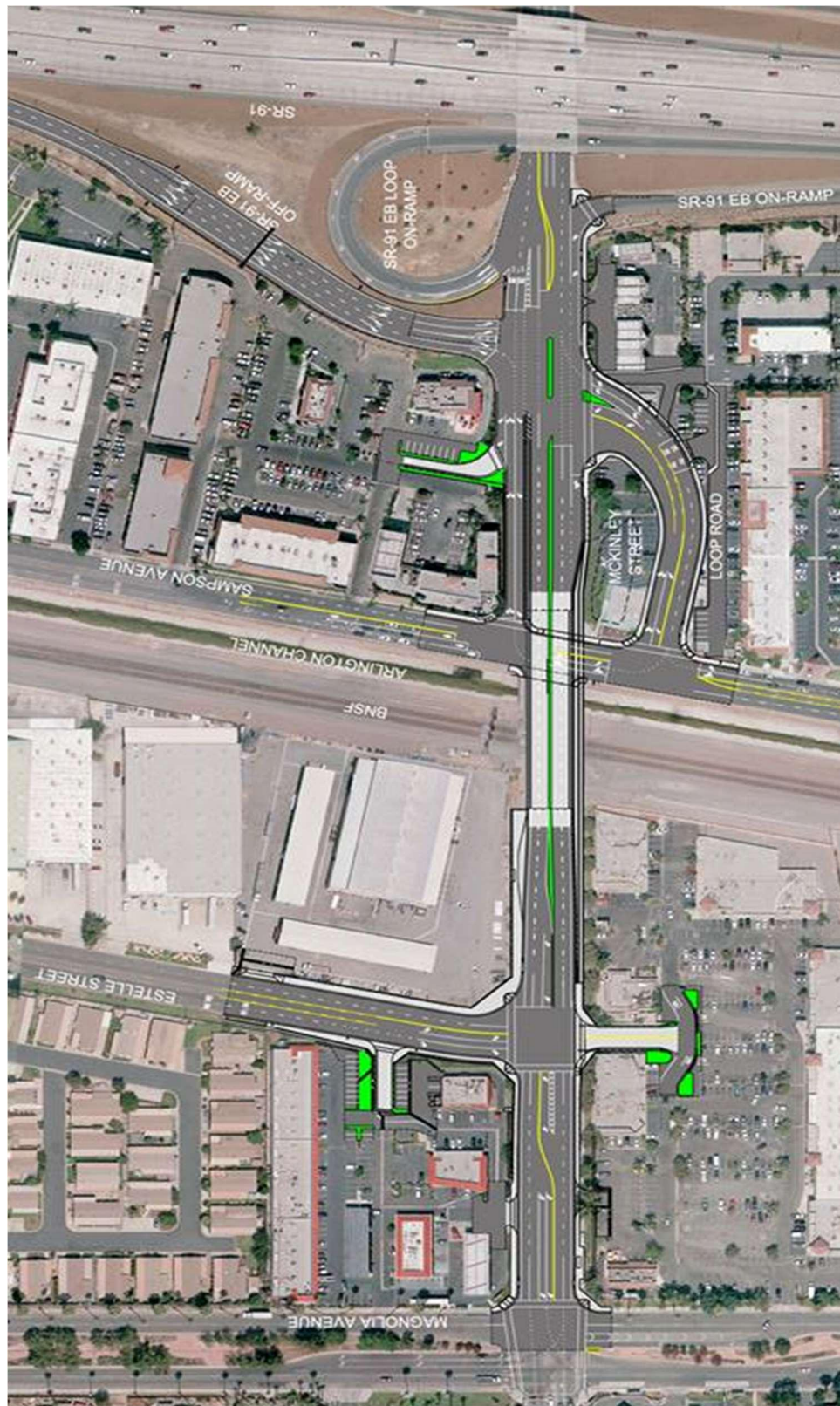


Figure 5 - Project Improvements (North to the Top of the Page)

Environmental/Permits

Grade separation projects are Statutorily Exempt (SE) under the California Environmental Quality Act (CEQA). No environmental document or technical study is required. With no federal funds contributing to the project, clearance under the National Environmental Policy Act (NEPA) is not required.

Refer to Attachment "B" – CEQA Notice of Exemption.

Utilities

The table below illustrates the impacted utility owners/facilities by the project:

Table 6 – Utility Conflicts

Utility	Disposition
Sewer (City)	<ul style="list-style-type: none"> 15-inch sewer line along McKinley Street between Sampson Avenue and SR-91 will be relocated alongside the relocated 4'x8' double box storm drain culvert along the new McKinley Street side ramp to allow access to both facilities in the final condition. 4-inch sewer force main can be protected in place and will require a steel casing to be installed under the proposed embankment to allow access for future maintenance. Private property laterals will be re-routed as necessary to re-establish services. All other sewer lines can be protected in place. <p><i>These improvements are incorporated into the Project improvement plans.</i></p>
Sewer (Western Municipal Water District)	<ul style="list-style-type: none"> Reconstruction/adjustment of 3 manhole structures to grade and modifications to the existing brine line just south of the bridge along McKinley to eliminate existing low/depression points. <p><i>These improvements are incorporated into the Project improvement plans.</i></p>
Gas (Southern California Gas Company)	<ul style="list-style-type: none"> 8-inch high pressure gas transmission line within McKinley Street will be relocated within the proposed connector road alternative to Sampson Avenue, then west to join with the existing crossing of BNSF. To the south of the tracks, the line can be relocated along the west side of the embankment within an easement up to Estelle Street where it can shift back into McKinley Street. Smaller miscellaneous medium pressure gas lines will be routed around the embankment area to re-establish existing services to the adjacent properties. <p><i>Awaiting final relocation plans from Southern California Gas Company, they will take lead on relocation activities.</i></p>
Water (City)	<ul style="list-style-type: none"> 12-inch water main along McKinley Street between Sampson Avenue and SR-91 will be relocated within the proposed connector road alternative and re-connected to the existing water line along Sampson Avenue to re-establish the water main loop. Private property laterals will be re-routed as necessary to re-establish services. <p><i>These improvements are incorporated into the Project improvement plans.</i></p>

Table 6 – Utility Conflicts (Continued)

Utility	Disposition
Water (Riverside Public Utilities)	<ul style="list-style-type: none"> 12-inch water main along McKinley Street between Magnolia Avenue and Estelle Street will be routed around the embankment area to re-establish existing services to adjacent properties. Additionally, a 12-inch line to be installed along Grant Street providing connectivity to Estelle Street water facilities to be disconnected from the McKinley Street water facilities. <p><i>Final Water Improvements Plans have been approved by the City and County, Riverside Public Utilities in process of procuring contractor to relocate. They will take lead on relocation activities.</i></p>
Electric (Southern California Edison)	<ul style="list-style-type: none"> Existing distribution overhead and underground facilities will be selectively relocated in areas impacted by the construction of the grade separation. The segment of above ground poles along McKinley Street from Magnolia Avenue to Sampson Avenue can potentially be undergrounded since the surrounding area has been mostly undergrounded. <p><i>Awaiting final relocation plans from Southern California Edison, they will take lead on relocation activities.</i></p>
Petroleum (Questar)	<ul style="list-style-type: none"> 16-inch oil line within McKinley Street will be relocated within the proposed connector road alternative to Sampson Avenue to re-establish the existing connection within Sampson Avenue. <p><i>Awaiting final relocation plans from Questar, they will take lead on relocation activities.</i></p>
Telephone (AT&T & Crown Castle/Sunesys)	<ul style="list-style-type: none"> Existing underground facilities will be selectively relocated in areas impacted by the construction of the grade separation. Private property laterals will be re-routed to re-establish services. <p><i>Final Water Improvements Plans have been approved by the City, AT&T in process of procuring contractor to relocate. They will take lead on relocation activities.</i></p>
Telecom (MCI/Verizon)	<ul style="list-style-type: none"> Existing underground fiber optic within BNSF right-of-way that parallels the existing tracks will be protected in place. <p><i>MCI to submit plans to install new facilities, awaiting permits from City. No conflicts with project, installation of new facilities will occur prior to June, 2021.</i></p>
Cable (Spectrum)	<ul style="list-style-type: none"> No Impacts.

The following table illustrates the current progress with Utility Relocation efforts:

Table 7 – Utility Relocation Progress

Utility	Anticipated Date to Issue Notice to Owner/Approve Relocation Plans	Anticipated Relocation Schedule
Sewer (City)	3/15/21 – Approved with Project	Concurrent with Construction.
Sewer (Western Municipal Water District)	4/30/21	Concurrent with Construction.

Table 7 – Utility Relocation Progress (Continued)

Utility	Anticipated Date to Issue Notice to Owner/Approve Relocation Plans	Anticipated Relocation Schedule
Gas (Southern California Gas Company)	3/15/21	Start – 6/1/21 / End – 8/30/21
Water (City)	3/15/21 – Approved with Project	Concurrent with Construction.
Water (Riverside Public Utilities)	3/1/21	Start – 6/1/21 / End – 9/31/21
Electric (Southern California Edison)	3/15/21	Start – 6/1/21 / End – 8/30/21
Petroleum (Questar)	3/1/21	Start – 4/1/21 / End – 6/30/21
Telephone (AT&T & Crown Castle/Sunesys)	3/1/21	Start – 4/1/21 / End – 6/30/21
Telecom (MCI/Verizon)	3/1/21 (Assumed date for City to issue permits for new facilities)	Start – 4/1/21 / End – 6/30/21

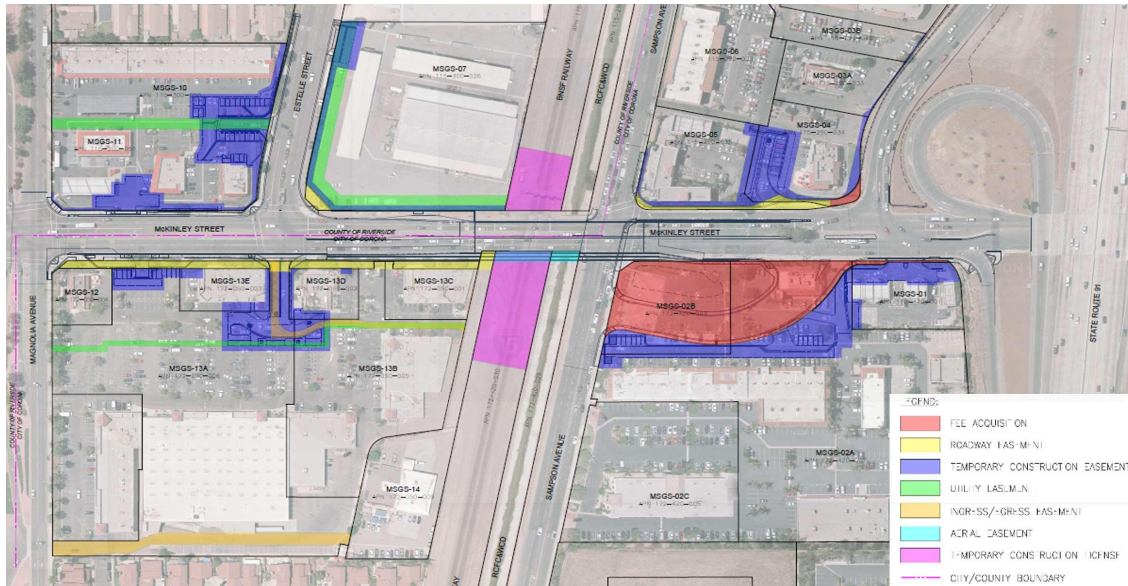
Agency Approvals

A portion of the project south of Sampson Avenue and west of McKinley Street lies within the County of Riverside jurisdiction. The City executed a Cooperative Agreement with the County on January 28th, 2020 allowing the City to act as the lead agency for design, property acquisition, and utility relocation coordination. The City received approval of the improvement plans from the County January 5, 2021 associated with the project. No further correspondence or approvals is required from Riverside County.

Refer to Attachment “E” – Riverside County Cooperative Agreement for more information.

Right of Way Impacts

The following map illustrated the required property acquisition interests necessary for the project:



Right of Way Summary Map

The following table summarizes the property impacts associated with this project:

Parcel Number	Owner	Project R/W Required	Date R/W to be Acquired
MSGS-01	Royal Ridge Investments, Inc.	Partial Fee + 24 month TCE	3/5/21
MSGS-02	CPI Properties, LLC	Full Fee + 30 month TCE + Ingress/Egress Easement	2/9/21
MSGS-03A	ARC Cafeusa 001, LLC	24 month TCE	3/31/21 (Date Certain)
MSGS-03B	Sampson Avenue Properties, LLC	24 month TCE	3/18/21 (Date Certain)
MSGS-04	Goodell Properties, LLC	Partial Fee, Roadway Easement, and 24 month TCE	2/4/21
MSGS-05	SJRK Investment, LLC	Partial Fee, Roadway Easement and 24 month TCE	2/4/21
MSGS-07	Ewing Irrigation Products, Inc.	Roadway Easement, Perm Utility Easement and 24 month TCE	4/30/21 (Date Certain)
MSGS-10/11	B P L, LLC	Perm Utility Easement, 24 month utility easement and 24 month TCE	3/16/21 (Date Certain)
MSGS-12	Nguyen Cong Khang, Hoang Ngoc, Anh Thi	24 month TCE	3/31/21 (Date Certain)
MSGS-13A	Carsten Co, LLC / RHI/WWW, LP / Cancun Properties, LP	Roadway Easement, Perm Utility Easement, Ingress/Egress Easement, 24 month TCE	3/21/21 (Date Certain)

Parcel Number	Owner	Project R/W Required	Date R/W to be Acquired
MSG5-13B-E	DD&E, LLC	Roadway Easement, Perm Utility Easement, Ingress/Egress Easement, 24 month TCE, 24 month utility TCE	6/15/21 (Date Certain)
MSG5-14	Luis & Lilliana Revocable Trust	Roadway Easement	4/30/21 (Date Certain)
Lots A, C, D, E	McKinley Street Partnership (Defunct Corporation)	Underlying Fee Interest of City R/W Easement	6/15/21 (Date Certain)

Refer to Attachment "F" – Right of Way Summary Matrix for a more detailed description of acquisition progress and interests required. Currently the Project is expected to completion a Right of Way Certification No. 2 for the Project with Caltrans District 8 by early May, 2021

Railroad

BNSF Railroad has approved the proposed work, which is within the railroad right of way and does require the adjustment of railroad facilities. The City has included the appropriate specification language and insurance requirements in the contract documents as directed by BNSF. Fine CPUC GO 88 Approval and Construction & Maintenance Agreement execution is pending the submittal of final signed plans, this is anticipated end of March, 2021.

CPUC Approval Type and Date: G.O. 88 (March 31, 2021 – Date Certain)

C&M Execution Date: March 31, 2021 (Date Certain)

SECTION 3 - SCHEDULE

Refer to Attachment "C" – Project Baseline Schedule for more information regarding a detailed breakdown of the schedule from preliminary design through completion of construction. The project will be advertised for construction starting early May, 2021 with a contract awarded for construction June 9, 2023. Construction will be complete prior to June 30, 2023.

SECTION 4 - COSTS

Refer to Attachment "D" – Estimate of Probable Costs for more information regarding a detailed breakdown of the engineer's estimate of probable costs for preliminary design, utility relocation, final design, construction/program management, right of way support, right of way acquisition, and construction costs. The total costs associated anticipated with the Project is \$108,300,000.

ATTACHMENT “A”

95% Design Drawings

ATTACHMENT “B”

CEQA – Notice of Exemption

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk

County of: Riverside

2720 Gateway Drive

Riverside, California 92507

From: (Public Agency): City of Corona

400 South Vicentia Avenue

Corona, California 92882

FILED / POSTED

County of Riverside

Peter Aldana

Assessor-County Clerk-Recorder

E-201900158

02/11/2019 01:59 PM Fee: \$ 50.00

Page 1 of 1

Project Title: McKinley Street Grade Separation

Project Applicant: City of Corona

Project Location - Specific:

The project is located along McKinley Street between State Route 91 and Magnolia Avenue

Project Location - City: Corona

Project Location - County: Riverside

Description of Nature, Purpose and Beneficiaries of Project:

The proposed project would grade separate the existing at-grade McKinley Street and BNSF Railway crossing. T intended to improve safety and reduce congestion by removing the existing at-grade conflict between vehicul traffic.

Name of Public Agency Approving Project: City of Corona

Name of Person or Agency Carrying Out Project: City of Corona

Exempt Status: (check one):

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☐ Categorical Exemption. State type and section number: _____
- ☒ Statutory Exemptions. State code number: 21080.13

Reasons why project is exempt:

The CEQA Statute (California Public Resources Code, Division 13, Environmental Quality) states under subsection 21080.13 that railroad grade separation projects which eliminate an existing grade crossing or which reconstruct an existing grade separation qualify for a statutory exemption. The proposed project would eliminate the existing McKinley Street/BNSF grade crossing and would thus qualify for a statutory exemption.

Lead Agency

Contact Person: Nelson Nelson

Area Code/Telephone/Extension: (951) 736-2266

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: Nelson Nelson Date: 1-24-2019 Title: Public Works Director

☒ Signed by Lead Agency ☐ Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

ATTACHMENT “C”

Project Baseline Schedule

McKinley Street Grade Separation				2012-12 Project Schedule												11-Jan-21 14:41						
Activity ID	Activity Name	Original Start	Finish	2018	2019	2020	2021	2022	2023	2024	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
McKinley Street Grade Separation																						
Key Milestones																						
KM-0-NTP	Notice to Proceed	1312 18-Jul-18 A	03-Aug-23																			
KM-100	Project Concept Approval	0 18-Jul-18 A	03-Aug-23																			
KM-110	35% PS&E Submission	0	24-Oct-18 A																			
KM-120	65% PS&E Submission	0	30-Jan-19 A																			
KM-130	95% PS&E Submission	0	14-Apr-20 A																			
KM-140	100% PS&E Submission	0	04-Nov-20 A																			
KM-150	Issued for Bid	0	05-Feb-21																			
KM-160	Issued for Construction (Conformed Plans and Specs)	0	13-Apr-21																			
KM-170	Project Completed	0	01-Jun-21																			
Task 1 - Project Administration																						
1-100	Project Management Plan	681 18-Jul-18 A	29-May-21																			
1-110	Quality Control Plan	30 18-Jul-18 A	17-Aug-18 A																			
1-120	Project Controls (Budgeting, Cost Accounting, etc.)	681 18-Jul-18 A	29-May-21																			
1-130	Project Development Team Meetings	581 18-Jul-18 A	13-Apr-21																			
Task 2 - Data Collection																						
2-100	Aerial Mapping	202 18-Jul-18 A	29-Jun-20 A																			
2-110	Field Survey	10 15-Aug-18 A	29-Jan-19 A																			
2-120	Potholing	20 29-Mar-19 A	11-Oct-19 A																			
2-130	Right-of-Way Base Mapping	10 18-Jul-18 A	29-Jan-19 A																			
2-140	Utility Notifications	20 18-Jul-18 A	14-Aug-18 A																			
2-150	Utility Base Mapping	10 15-Aug-18 A	14-Dec-18 A																			
2-160	Geotechnical Records Research & Findings	15 18-Jul-18 A	20-Aug-18 A																			
2-170	Traffic Analyses	30 18-Jul-18 A	29-Jun-20 A																			
Task 3 - Concept Development & Project Approval																						
Concept Development																						
3-1000	Geometric Concepts	51 29-Aug-18 A	09-Nov-18 A																			
3-1010	Bridge & Retaining Wall Concepts	10 29-Aug-18 A	11-Sep-18 A																			
Project Concept Report																						
3-2000	Plan and Profile Exhibits	25 29-Aug-18 A	02-Oct-18 A																			
3-2010	Right-of-Way Exhibits	5 12-Sep-18 A	18-Sep-18 A																			
3-2030	Structure Exhibits	5 12-Sep-18 A	18-Sep-18 A																			
3-2040	Preliminary Geotechnical Report	10 29-Aug-18 A	11-Sep-18 A																			
3-2050	Preliminary Traffic Analysis Report	10 29-Aug-18 A	11-Sep-18 A																			
3-2060	Construction Cost Estimates	5 19-Sep-18 A	25-Sep-18 A																			
3-2070	Right-of-Way Cost Estimates	5 19-Sep-18 A	25-Sep-18 A																			
3-2080	Prepare Project Concept Report	5 19-Sep-18 A	25-Sep-18 A																			
3-2090	QA/QC Reviews	5 26-Sep-18 A	02-Oct-18 A																			
3-2100	Submit Draft Project Concept Report	0	02-Oct-18 A																			
Project Concept Approval																						
3-3000	Agency Review and Comment Period	26 03-Oct-18 A	09-Nov-18 A																			
3-3010	Stakeholder Meetings	10 03-Oct-18 A	16-Oct-18 A																			
3-3020	Project Concept Approval	5 17-Oct-18 A	23-Oct-18 A																			
3-3030	Design Basis Memorandum	0	24-Oct-18 A																			
Task 4 - Environmental Documentation																						
4-0000	CEQA Statutory Exemption	235 03-Dec-18 A	27-Aug-20 A																			

Remaining Level of Effort

Actual Level of Effort

Primary Baseline

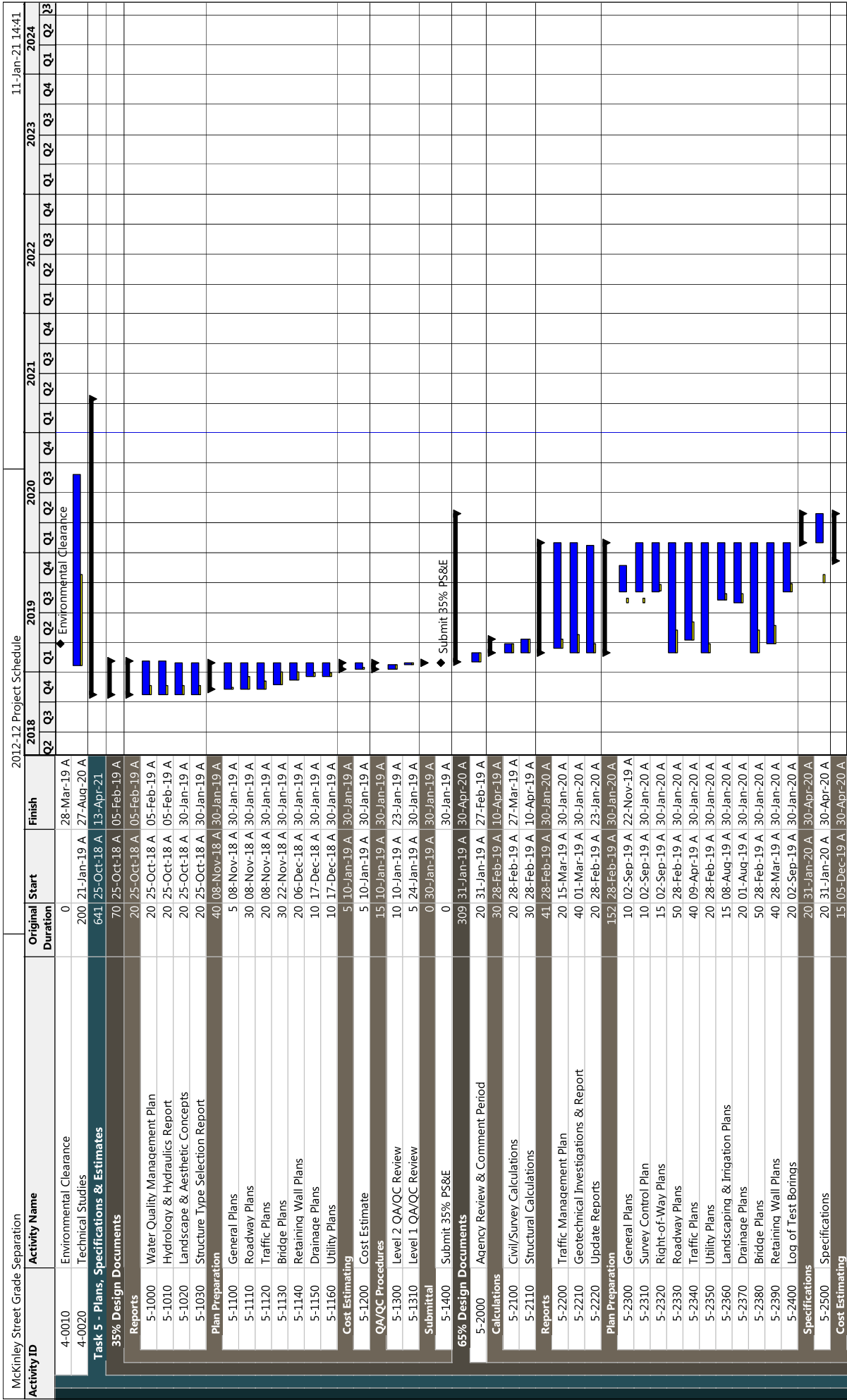
Remaining Work

Critical Remaining Work

Milestone

Summary

Page 1 of 4





ATTACHMENT “D”

Estimate of Probable Costs



McKinley Street Grade Separation
City of Corona, CA
City of Corona Project No. 2012-12
95% Cost Estimate | Summary



No.	Description	Amount
CONSTRUCTION COSTS		
1	GENERAL ITEMS (INCLUDING MOBILIZATION)	\$5,300,000
2	ROADWAY / CIVIL	\$17,780,000
3	STRUCTURES	\$31,050,000
4	RAILROAD	\$700,000
	SUBTOTAL (CONSTRUCTION COSTS)	\$54,830,000
	CONTINGENCY (CONSTRUCTION COSTS) (10%)	\$5,483,000
	SUBTOTAL (CONSTRUCTION COSTS) (INCLUDING CONTINGENCIES)	\$60,313,000
THIRD-PARTY UTILITY RELOCATIONS		
5	AGENCY'S SHARE OF THIRD-PARTY UTILITY RELOCATIONS	\$1,500,000
	CONTINGENCY (THIRD-PARTY UTILITY COSTS) (25%)	\$375,000
	SUBTOTAL (THIRD-PARTY UTILITY COSTS) (INCLUDING CONTINGENCIES)	\$1,875,000
RIGHT-OF-WAY		
6	RIGHT-OF-WAY ACQUISITION	\$25,000,000
	SUBTOTAL (RIGHT-OF-WAY) (INCLUDING CONTINGENCIES)	\$25,000,000
	TOTAL CAPITAL OUTLAY COSTS	\$87,188,000
MISCELLANEOUS PROJECT COSTS		
7	ENVIRONMENTAL AND ENGINEERING DESIGN SERVICES CONTRACT	\$12,877,000
8	RIGHT-OF-WAY APPRAISAL AND ACQUISITION SERVICES CONTRACT	\$1,220,735
9	CITY/CONSULTANT PROJECT MANAGEMENT & CONSTRUCTION MANAGEMENT COSTS	\$7,000,000
	SUBTOTAL (MISCELLANEOUS PROJECT COSTS)	\$21,097,735
	TOTAL SUPPORT COSTS	\$21,097,735
TOTAL PROJECT COST		\$108,300,000

ATTACHMENT “E”

Riverside County Cooperative Agreement

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.35

(ID # 11564)

MEETING DATE:

Tuesday, January 28, 2020

FROM: TLMA-TRANSPORTATION:


SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/ TRANSPORTATION:

Approval of the Cooperative Agreement between the County of Riverside and the City of Corona and Adopt Resolution 2020-019 Delegating Authority to the City of Corona to Act as Lead Agency and Condemn Certain Properties within the County of Riverside for the Grade Separation Project at McKinley Street South of State Route 91. District 2. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Cooperative Agreement between the County of Riverside and the City of Corona for Acquisition of Property Necessary to Construct the McKinley Street Grade Separation Project; and
2. Adopt Resolution No. 2020-019 A Resolution of the County of Riverside Board of Supervisors Agreeing to Jointly Exercise Powers of Eminent Domain, and Directing and Authorizing City of Corona, California to Act as Lead Agency and Condemn Certain Properties Within the County for The McKinley Street Grade Separation Project.

ACTION:Policy


Patricia Romo, Director of Transportation 1/16/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: January 28, 2020
xc: Transp.

Kecia R. Harper
Clerk of the Board

By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$0	\$0	\$0	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: N/A			Budget Adjustment:	No
			For Fiscal Year:	19/20

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

In March 2017, Senate Bill 132 (SB 132) allocated \$427 million for five major projects in Riverside County. The McKinley Grade Separation was one of those five projects and it received an allocation of \$84.45 million.

The City of Corona is the lead agency for the project which proposes to construct a new overhead grade separation at the BNSF Railway crossing near the McKinley Street intersection with Sampson Avenue in the City of Corona. The project limits generally extend along McKinley Street from the Magnolia Avenue intersection to the State Route 91 eastbound on/off-ramps. A portion of the project includes the following real property located within the County limits of the County of Riverside (County).

ID No.	APN(s)	Owner	Address	Impacts
MSGGS-07	115-300-026	Ewing Irrigation Products, Inc.	3940 McKinley St	Partial Acquisition
MSGGS-10	115-300-050	BPL	3848 McKinley St	Partial Acquisition
MSGGS-11	115-300-051	BPL / Atlantic Richfield	13191 Magnolia Ave	Partial Acquisition

The City has requested that the County authorize them to be the lead agency to acquire the property needed for the McKinley Street Grade Separation project. Resolution No. 2020-019, authorizes the City of Corona to act as lead agency, and condemn if necessary certain properties within the County for the McKinley Street Grade Separation project.

The Cooperative Agreement between the County and the City of Corona for acquisition of property necessary to complete the McKinley Street grade separation project, defines the terms and conditions whereby the City will design, acquire necessary property, and construct the project, and the County will review, inspect, and accept the improvements once complete. The City approved the Cooperative Agreement at their December 4, 2019 City Council meeting.

Impact on Residents and Businesses

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

Completion of the proposed project will improve mobility and safety for the residents of the County of Riverside.

Additional Fiscal Information

N/A

Contract History and Price Reasonableness

N/A

ATTACHMENTS:

Cooperative Agreement
Resolution No. 2020-019
Site Improvement Exhibit
Right-of-Way Exhibit



Jason Farin, Senior Management Analyst

1/22/2020



Gregory H. Priamos, Director County Counsel

1/21/2020

2
3 RESOLUTION NO. 2020-019

4 A RESOLUTION OF THE COUNTY OF RIVERSIDE BOARD OF SUPERVISORS AGREEING
5 TO JOINTLY EXERCISE POWERS OF EMINENT DOMAIN, AND DIRECTING AND
6 AUTHORIZING CITY OF CORONA, CALIFORNIA TO ACT AS LEAD AGENCY AND
7 CONDEMN CERTAIN PROPERTIES WITHIN THE COUNTY FOR THE MCKINLEY STREET
8 GRADE SEPARATION PROJECT

9
10 WHEREAS, the City of Corona has initiated and is proceeding with the McKinley Street Grade
11 Separation Project near State Route 91; and

12
13 WHEREAS, a portion of the Project includes real property located within the jurisdictional limits
14 of the County of Riverside; and

15
16 WHEREAS, public agencies may jointly exercise any power common to them pursuant to
17 Government Code section 6502 and California Code of Civil Procedure 1240.140; and

18
19 WHEREAS, California Code of Civil Procedure section 1240.140(b) provides that "[t]wo or more
20 public agencies may enter into an agreement for the joint exercise of their respective powers of eminent
21 domain, whether or not possessed in common, for the acquisition of property as a single parcel"; and

22
23 WHEREAS, the City and County are public agencies within the meaning of Government Code
24 section 6500 et seq. and possess the common power to acquire and construct real property and facilities
25 thereon for street and highway purposes; and

26
27 WHEREAS, the City has requested that the County authorize it to be lead agency to acquire
28 property needed to move forward with their McKinley Street Grade Separation project; and

1
2 WHEREAS, the County desires to consent to the acquisition by the City of any property interests
3 that are located within the County's jurisdiction and that are within the boundaries of the Project in
4 accordance with applicable law, including but not limited to, Government Code section 6502, Code of
5 Civil Procedure section 1240.140(b), and the Eminent Domain law (Code of Civil Procedure section
6 1230.010 et seq.);
7

8 NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Riverside
9 ("Board"), in regular session assembled on or after January 28, 2020, at or after 9:30 a.m. or
10 soon thereafter, in the meeting room of the Board of Supervisors located on the 1st floor of the County
11 Administrative Center, 4080 Lemon Street, Riverside, California, that this Board hereby agrees as follows:
12

- 13 1. The Recitals set forth above are incorporated hereby by this reference; and
- 14 2. The County expressly consents to the acquisition by purchase or eminent domain, if
15 necessary, by the City of Corona, of any property interests and right-of-way located within
16 the County's jurisdiction in connection with the McKinley Street Grade Separation
17 Project; and
- 18 3. Pursuant to Government Code section 6502 and Code of Civil Procedure section 1240.010,
19 the County expressly grants to the City the County's power of eminent domain to acquire
20 the necessary property interests and right-of-way located within the County's jurisdiction.
21 The City shall exercise the County's power of eminent domain in accordance with all
22 applicable laws, including but not limited to, Code of Civil Procedure section 1230.010 et
23 seq.;
- 24 4. The County further directs and authorizes the City to act as lead agency on behalf of the
25 County for purposes of land acquisition service and eminent domain, if necessary, in
26 connection with the McKinley Street Grade Separation Project.
27
28

1 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that this Board authorizes the
2 Chairman of the Board of Supervisors to execute this Resolution as requested by the City of Corona and
3 direct the Clerk of the Board to attest to the Chairman's signature on this Resolution and certify to the
4 passage and adoption thereof.

6 BOARD OF SUPERVISORS OF THE COUNTY
7 OF RIVERSIDE, STATE OF CALIFORNIA

8 By: V. M. Perez

9 V. Manuel Perez

10 Chairman, Board of Supervisors

11
12 ATTEST

13 KECIA R. HARPER

14 CLERK OF THE BOARD

15
16 By: Kecia R. Harper

17 Deputy

18
19
20 ROLL CALL:

21 Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
22 Nays: None
23 Absent: None

24 The foregoing is certified to be a true copy of a resolution duly
25 adopted by said Board of Supervisors on the date therein set forth.

26 Kecia R. Harper, Clerk of said Board

27 By: Kecia R. Harper

28 Deputy

01.28.2020 3.35

3

FORM APPROVED COUNTY COUNSEL

By: Kristine Bell-Valdez

KRISTINE BELL-VALDEZ

1/28/20 DATE

COOPERATIVE AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE AND THE CITY OF CORONA
FOR ACQUISITION OF PROPERTY NECESSARY TO COMPLETE
THE MCKINLEY STREET GRADE SEPARATION PROJECT

THIS COOPERATIVE AGREEMENT FOR ACQUISITION OF PROPERTY NECESSARY TO COMPLETE THE MCKINLEY STREET GRADE SEPARATION PROJECT ("Agreement"), is made and entered into this 28th day of January, 2020, by and between the CITY OF CORONA, a public entity ("City"), and the County of Riverside ("County"). In this Agreement, the City and the County may each be individually referred to as a "Party" or collectively referred to as the "Parties."

RECITALS:

WHEREAS, City has initiated and is proceeding with the McKinley Street Grade Separation Project ("Project"), as depicted and/or described on Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, a portion of the overall Project includes real property located within the County limits of County of Riverside (the "County Properties"), which are the subject of this Agreement, and are depicted and/or described on Exhibit "B" attached hereto and incorporated herein by this reference; and

WHEREAS, both Parties acknowledge and agree that each Party has the broad power of eminent domain over any property within its jurisdiction necessary, incidental, or convenient to the exercise of its powers pursuant to relevant provisions of California law and/or California Government Code section 37350.5; and

WHEREAS, both Parties also acknowledge and agree that each Party has the specific power to improve pedestrian and vehicular traffic, separate grades of roadways and railways, and connect streets pursuant to California Government Code section 40401; and that each Party may use the power of eminent domain for accomplishing such actions pursuant to California Government Code sections 25350.5, 37350.5, and 40404; and

WHEREAS, both Parties further acknowledge and agree that the power of eminent domain also extends, in certain situations, to extraterritorial properties existing outside of a Party's immediate jurisdiction and that one Party may consent to the other Party's exercise of the power of eminent domain within the other Party's jurisdiction pursuant to California Code of Civil Procedure section 1240.050 and/or an agreement for a joint exercise of powers pursuant to California Code of Civil Procedure section 1240.140; and

WHEREAS, by way of this Agreement for joint exercise of powers, the City wishes to exercise its eminent domain powers to acquire the County Properties and the County wishes to consent to the City acting as the lead agency in the acquisition of the County Properties in connection with the Project; and

WHEREAS, the City and the County wish to define their responsibilities concerning the Project in general, and the County Properties in particular.

TERMS:

NOW, THEREFORE, based upon the foregoing Recitals, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by all Parties, the Parties agree as follows:

1. The above Recitals are true and correct, and are incorporated fully herein by this reference.
2. The City shall advertise, award and fund the construction of the Project in accordance with the applicable law.
3. The City shall act as lead agency for all the design and construction phases of the Project and shall be responsible for funding the Project.
4. Specific to the fact that the County Properties and other portions of the Project are located within the County's jurisdiction, but that the Parties agree to the City acting as the lead agency for the Project and/or the County Properties, the County hereby consents to the City's exercise of the power of eminent domain and agrees to the joint exercise of powers as so required to complete the Project and/or the acquisition of the County Properties or to obtain the property necessary for the Project pursuant to the provisions of California law above. The City shall be responsible for ensuring its compliance with all applicable state and federal laws relating to its acquisition of any such property, as applicable, including, but not limited to: (i) California Constitution article I, § 19; (ii) the California Eminent Domain Law (Code Civ. Proc., § 1230.010 et seq.); (iii) the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs, as amended (42 U.S.C. § 4601 et seq.); (iv) California relocation laws and any implementing regulations (including, but not limited to, Gov. Code, § 7260 et seq.); (v) general California eminent domain statutes (including, but not limited to, Gov. Code, §§ 37350.5 and 40401 et seq.); and (vi) any other applicable state and federal laws.
5. For the portion of the Project that lies outside the City and within the County, the City shall provide the County, at the County's request, with the opportunity to inspect the plans and work performed in the unincorporated County area for general conformity with the plans and specifications approved for the Project.
6. The County authorizes the City to, on its behalf, coordinate the relocation of all affected utility company facilities within the County limits in a timely manner.
7. The City and County shall extend cooperation to each other and proceed under this Agreement in good faith during all phases of the Project to facilitate timely completion of

of the Project is subject to the approval of the County, the County shall diligently pursue and provide such approval which shall not be unreasonably withheld.

8. The City shall notify the County of the official advertising dates, bid opening date, construction start date, and overall construction schedule. The City shall invite a representative from the County to attend pre-construction, Project status, and final walk through meetings. County shall have the right of inspection and final approval over the improvements within County jurisdiction.
9. County will accept ownership and responsibility for the Project improvements that are located within the jurisdictional limits of County provided that: (i) the Project is constructed in accordance with the approved plans; (ii) it has had the opportunity to inspect the construction; (ii) City has fully complied with this Agreement; and (iii) City obtains and conveys to County all necessary rights of way for such operation and maintenance.
10. The City shall provide the County final Record Drawings for the Project improvements located on the County Properties in pdf and/or digital format, within 90 calendar days of the Project completion and acceptance by the City and County.
11. The City shall record a Notice of Completion for the Project, and provide the County's Clerk with a certified copy of the recorded Notice of Completion. Upon receipt of such Notice of Completion, the County shall accept full maintenance and upkeep responsibilities for the Project improvements that are located within the County limits.
12. The City shall cause its contractor for the Project to warranty the Project improvements against defects in workmanship and materials for a minimum period of one (1) year from the date of acceptance of the Project improvements by the City. It is further agreed that the City shall assume the responsibility for causing the Project improvements to be restored to full compliance with the Plans and Specification, including any test requirements, for any portion of the Project improvements which during said one (1) year period are found by a competent authority not to conform with the Plans and Specification, to the extent such failure to conform results from negligent actions or willful misconduct of the City or its contractor. This warranty is in addition to any and all other warranties, expressed or implied, from the City contractors or material manufacturers with respect to the Project improvements. The warranty and obligations under this section shall in no way be relieved by the County's inspection and/or approval. This section sets forth the entire agreement of the City with respect to warranties for the Project improvements, but this section shall in no way limit any expressed or implied warranties of other persons with respect to the Project improvements.
13. The City hereby agrees to defend, indemnify and hold the County and its directors, officials, officers, agents and employees free and harmless from and against any and all claims,

demands, causes of action, costs, liabilities, expenses, losses, damages or injuries of any kind in law or equity, to persons or property, including wrongful death, in any manner arising out of or incident to any negligence or willful misconduct of the City, its directors, officials, officers, agents and employees in performance of this Agreement, including the City's exercise of eminent domain and relocation obligations in the acquisition of any property necessary for the Project as more particularly set forth in section 4 of this Agreement, or the construction, use, maintenance, or operation of the Project improvements. The City shall defend, with counsel of the County's choosing and at the City's sole expense, any and all aforesaid suits, actions or proceedings, legal or affirmative, that may be brought or instituted against the County, its directors, officials, officers, agents or employees. The City shall pay and satisfy any such judgment, award or decree that may be rendered against the County, its directors, officials, officers, agents or employees. The City shall reimburse such parties for any and all legal expenses and costs incurred by one or all of them in connection with this Agreement or the indemnity herein provided. The City's obligation shall survive termination or expiration of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the County or its directors, officials, officers, agents or employees.

14. The County hereby agrees to defend, indemnify and hold the City and its directors, officials, officers, agents and employees free and harmless from and against any and all claims, demands, causes of action, costs, liabilities, expenses, losses, damages or injuries of any kind in law or equity, to persons or property, including wrongful death, in any manner arising out of or incident to any negligence or willful misconduct of the County, its directors, officials, officers, agents and employees in performance of this Agreement or the construction, use, maintenance, or operation of the Project improvements; provided, however, that this indemnification by the County does not extend to any such claims, demands, causes of action, costs liabilities, expenses, losses, damages or injuries in connection with the City's exercise of eminent domain and relocation obligations in the acquisition of any property necessary for the Project. The County shall defend, with counsel of the City's choosing and at the County's sole expense, any and all aforesaid suits, actions or proceedings, legal or affirmative, that may be brought or instituted against the City, its directors, officials, officers, agents or employees. The County shall pay and satisfy any such judgment, award or decree that may be rendered against the City, its directors, officials, officers, agents or employees. The County shall reimburse such parties for any and all legal expenses and costs incurred by one or all of them in connection with this Agreement or the indemnity herein provided. The County's obligation shall survive termination or expiration of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City or its directors, officials, officers, agents or employees.
15. The City shall cause its contractors to obtain insurance coverage for the Project improvements sufficiently broad to insure the matters set forth in this Agreement, and shall include the County as an additional insured on all such insurance policies. As evidence of such insurance

coverage, the City shall, prior to commencement of construction of the Project improvements, provide the County with certificates of insurance and insurance endorsements in forms and in amounts that are acceptable to the County.

16. This Agreement shall, unless terminated earlier by either Party pursuant to this section, automatically terminate upon the date that the City provides the County with the recorded Notice of Completion.
17. This Agreement may be amended only by the signed mutual written consent of both Parties.
18. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder.
19. The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by so executing this Agreement the Parties hereto are formally bound to the provisions of this Agreement.
20. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors, and assigns.
21. This Agreement may be executed by the Parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the Parties had executed the same instrument.
22. This Agreement is to be governed by the laws of the State of California. Venue for any actions brought pursuant to this Agreement shall be in Riverside County.
23. This Agreement contains the entire agreement of the Parties regarding the Project and all previous understandings, negotiations and agreements regarding the Project are integrated into and superseded by this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have caused this COOPERATIVE AGREEMENT FOR ACQUISITION OF PROPERTY NECESSARY TO COMPLETE THE MCKINLEY STREET GRADE SEPARATION PROJECT to be executed on the day and year first written above.

County of Riverside

By: [Signature]
Director of Transportation

City of Corona

By: [Signature]
Jacob Ellis, City Manager

APPROVED AS TO FORM:

By: [Signature] Kristine Bell Valdez
for Gregory P. Priamos, County Counsel

APPROVED AS TO FORM:

By: [Signature]
Dean Derleth, City Attorney mc

ATTEST:

By: [Signature], Deputy
Clerk of the Board
County of Riverside

ATTEST:

By: [Signature]
City Clerk
City of Corona

EXHIBIT "A-1"
PROJECT

The McKinley Street Grade Separation Project (Project) is in the City of Corona and County of Riverside at the intersection of McKinley Street and BNSF Railway, south of State Route (SR) 91 and east of I-15. The Project proposes to construct a new overhead grade separation at the BNSF Railway double tracks (Crossing 002B-21.20) near the McKinley Street intersection with Sampson Avenue in the City of Corona (City). Limits of improvements along McKinley Street generally extend from the Magnolia Avenue intersection and terminate at State Route 91 eastbound on/off-ramps. The Project will consist of 4 lanes in the post construction condition, refer to Exhibit "A-2 for a pictorial of proposed improvements.

EXHIBIT "A-2"
PROJECT EXHIBIT



MCKINLEY STREET GRADE SEPARATION PROJECT
10/29/2019

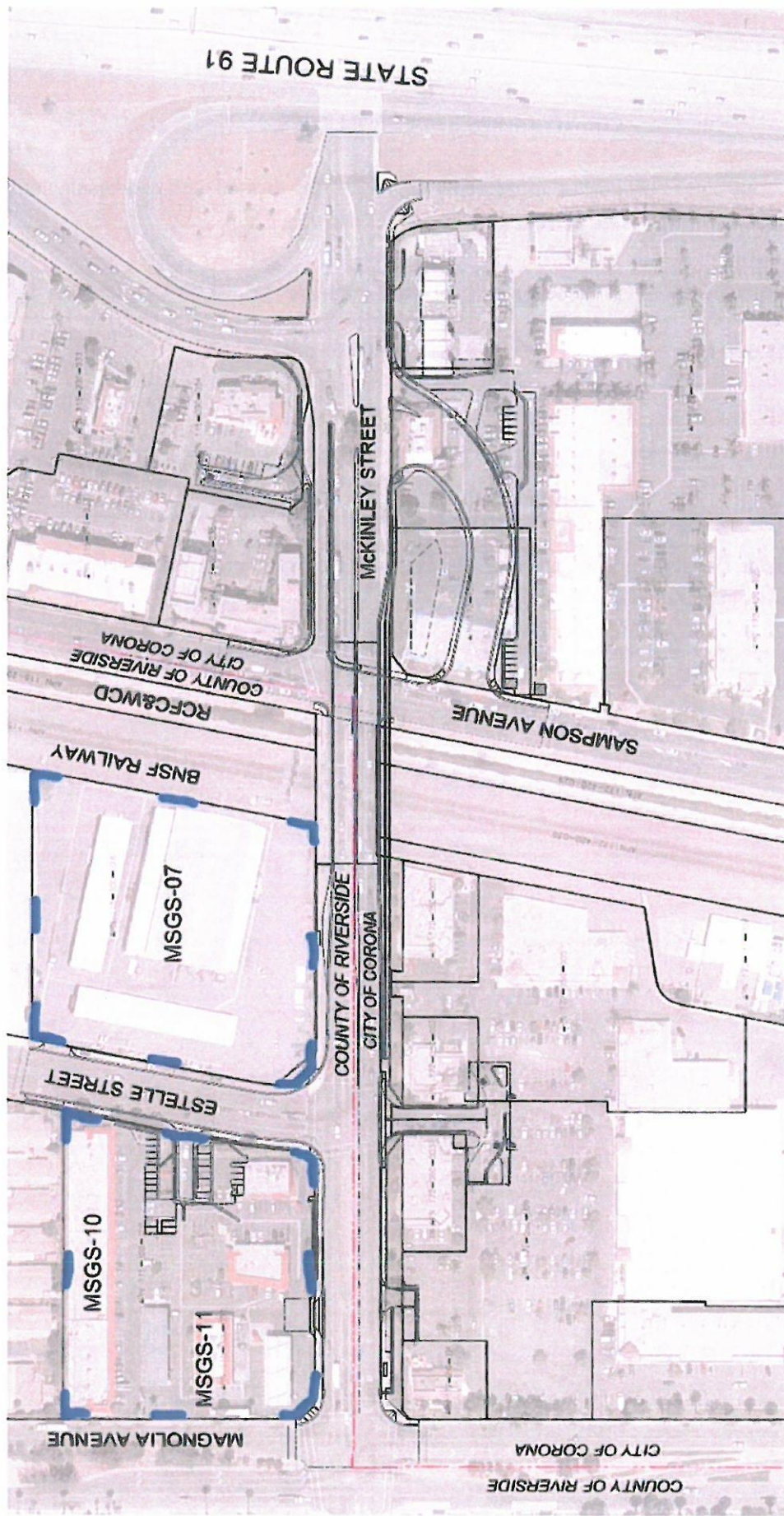
EXHIBIT "B-1"
COUNTY OF RIVERSIDE PROPERTIES

The following privately owned properties impacted by the Project are located within Riverside County jurisdictional limits and are illustrated in Exhibit "B-2" on the following page:

ID No.	APN(s)	Owner	Address	Impacts
MSG5-07	115-300-026	Ewing Irrigation Products, Inc.	3940 McKinley St	Partial Acquisition (R/W, Utility Easements, TCE)
MSG5-10	115-300-050	BPL	3848 McKinley St	Partial Acquisition (R/W, Utility Easements, TCE)
MSG5-11	115-300-051	BPL / Atlantic Richfield	13191 Magnolia Ave	Partial Acquisition (R/W, TCE)

The limits of Riverside County's jurisdiction generally are south of the Sampson Avenue centerline and west of McKinley Street centerline.

EXHIBIT "B-2"
COUNTY OF RIVERSIDE PROPERTY MAP



ATTACHMENT “F”

Right of Way Summary Matrix

McKinley Grade Separation Project
Real Property Relocation
Tracking Worksheet

Parcel Number	APN	Owner	Address	Fee Appraisal Status	Offer Status	Purchase / Sales Agreement OR Administrative Settlement Notes	Resolution of Necessity Hearing	Possession Hearing	Effective Possession Date	Relocation General Informational Note	Notice of Eligibility	Relocation Status	Comments
MS6501	172-420-001	Royal Ridge Investments (McKinley Shell)	175 N. McKinley Street	Complete - 2/14/20	Delivered - 3/24/20	No Counter Offers / No Administrative Settlements	7/15/2020	12/7/2020	3/5/21 (Date Certain)	N/A	N/A	No Relocation	No objection for possession from property owner/representation, working with ownership on compensation.
MS6502	172-420-002, 172-420-003, 172-420-005	CP Properties, LLC (Los Arcos Plaza, Denny's, Outback)	161 & 131 N. McKinley Street 2275 Sampson Avenue	Complete - 12/31/19	Delivered - 2/11/20	No Counter Offers / No Administrative Settlements	6/3/2020	12/22/2020	3/31/21 (Date Certain)	Denny's - 6/3/20 Outback - 6/5/20	Denny's - 6/8/20 Outback - 6/8/20	Denny's - Made Offer for Complete Buyout, no Relocation. Outback - Abandoned building 1/25/20 and in process of settling for Complete Buy Out	
MS6503A	115-290-033	ARC Cleland001, LLC (Faco Bell)	2193 Sampson Avenue	Complete - 4/2/20	Delivered - 4/7/20	City Council Approved Counter Offer, Finalizing Escrow	8/19/2020	N/A	3/31/21 (Date Certain)	N/A	N/A	No Relocation	Purchase and Sales Agreement delivered to Owner for Execution
MS6503B	115-290-044 & 045	Ewing Properties (Sampson Properties)	2187 Sampson Avenue	Complete - 4/2/20	Delivered - 4/7/20	No Counter Offers / No Administrative Settlements	8/19/2020	3/18/2021 (Date Certain)	4/30/21 (Date Certain)	N/A	N/A	No Relocation	No response from ownership or representation from hearing.
MS6504	115-290-034	Goodell Properties, LLC (Carls Jr)	2199 Sampson Avenue	Complete - 2/21/20	Delivered - 4/7/20	No Counter Offers / No Administrative Settlements	7/15/2020	12/10/2020	2/4/2021	N/A	N/A	No Relocation	No objection for possession from property owner/representation, working with ownership on compensation.
MS6505	115-290-035	SIRK Investments, LLC (Quickie's Car Wash)	2197 Sampson Avenue	Complete - 2/21/20	Delivered - 3/7/20	No Counter Offers / No Administrative Settlements	7/15/2020	12/14/2020	2/4/2021	N/A	N/A	No Relocation	No objection for possession from property owner/representation, working with ownership on compensation.
MS6507	115-300-026	Ewing Irrigation Products, INC. (Ewing)	3940 N. McKinley Street	Complete - 5/9/20	Delivered - 6/2/20	No Counter Offers / No Administrative Settlements	9/16/2020	3/15/2021 (Date Certain)	4/30/21 (Date Certain)	N/A	N/A	No Relocation	No objection for possession from property owner/representation, working with ownership on compensation.
MS6510/11	115-300-050, 115-300-051	BFLAtlantic Richfield (Poppye's / Retail Strip Center / Arcos)	13191 Magnolia Avenue	Complete - 7/8/20	Delivered - 7/7/20	No Counter Offers / No Administrative Settlements	10/21/2020	2/16/2021	3/16/2021	N/A	N/A	No Relocation	No objection for possession from property owner/representation, working with ownership on compensation.
MS6512	172-050-004	Ngoc Anh Thinh and Cong Khuan (N/A)	105 N. McKinley Street	Complete - 5/6/20	Delivered - 5/26/20	City Council Approved Counter Offer, Finalizing Escrow	8/19/2020	2/16/2021	3/31/21 (Date Certain)	N/A	N/A	No Relocation	
MS6513A	172-050-006	Carsten Co. RHI WWW (Food 4 Less Shopping Center)	109 N. McKinley Street	Complete - 4/2/20	Delivered - 4/7/20	No Counter Offers / No Administrative Settlements	8/19/2020	2/4/2021	3/21/21 (Date Certain)	N/A	N/A	No Relocation	No objection for possession from property owner/representation, working with ownership on compensation.
MS6513B-E	172-050-001, 172-050-002, 172-050-003, 172-050-005	DD&E (Kim Shopping Center)	125 N. McKinley Street	Complete - 4/28/20	Delivered - 6/2/20	No Counter Offers / No Administrative Settlements	9/16/2020	5/15/2021 (Date Certain)	6/15/21 (Date Certain)	N/A	N/A	No Relocation	
MS6514	172-050-009	Luis & Liliana Castro (Adult Day Care)	135 N. McKinley Street	Complete - 4/25/20	Delivered - 6/2/20	No Counter Offers / No Administrative Settlements	10/21/2020	(Date Certain)	4/30/21 (Date Certain)	N/A	N/A	No Relocation	
LANDSCAPE AND LOT OF TRACT MAP 23376	LOTS A, C, D, AND LOT OF TRACT MAP 23376	McKinley Street Partnership	No Address	Complete - 8/31/20	Delivered - 1/14/21	No Counter Offers / No Administrative Settlements	3/17/2021 (Date Certain)	5/15/2021 (Date Certain)	6/15/2021 (Date Certain)	N/A	N/A	No Relocation	Ownership is defunct corporation, do not anticipate any response/comments to RON or Possession Hearings.
BNSF		BNSF		Complete - 8/21/20	Not Required	Not Required	N/A	N/A	N/A	N/A	N/A	No Relocation	N/A
RCFC & WCD		RCFC & WCD		Not Required	Not Required	Not Required	N/A	N/A	N/A	N/A	N/A	No Relocation	Will have Encroachment Permit issued from RCFC by 3/31/2021

ATTACHMENT 2

CTC ALLOCATION

ATTACHMENT 2

State of California
DEPARTMENT OF TRANSPORTATION

California State Transportation Agency

MEMORANDUM

To: CHAIR AND COMMISSIONERS
CALIFORNIA TRANSPORTATION COMMISSION

CTC Meeting: October 13-14, 2021

From: STEVEN KECK, Chief Financial Officer

Reference Number: 2.5g.(9), Action Item

Prepared By: Keith Duncan, Chief
Division of Budgets

Subject: ALLOCATION FOR A LOCALLY-ADMINISTERED PROPOSITION 1B –
HIGHWAY RAILROAD CROSSING SAFETY ACCOUNT PROJECT
OFF THE STATE HIGHWAY SYSTEM
RESOLUTION GS1B-A-2122-01

ISSUE:

Should the California Transportation Commission (Commission) approve an allocation of \$2,876,960 for the locally-administered Proposition 1B (Prop 1B) – Highway Railroad Crossing Safety Account (HRCSA) McKinley Street Grade Separation project (PPNO 1272), off the State Highway System, in Riverside County?

RECOMMENDATION:

The California Department of Transportation recommends that the Commission approve an allocation of \$2,876,960 for the locally-administered Prop 1B – HRCSA McKinley Street Grade Separation project (PPNO 1272), off the State Highway System, in Riverside County.

BACKGROUND:

The attached vote list describes the locally-administered Prop 1B – HRCSA project totaling \$2,876,960. The local agency is ready to proceed with this project, and is requesting an allocation at this time, however, the allocation is contingent upon the approval of a budget revision by the Department of Finance.

“Provide a safe and reliable transportation network that serves all people and respects the environment.”

FINANCIAL RESOLUTION:

Resolved that \$2,876,960 be allocated from the Budget Act of 2020, Budget Act Item 2660-104-6063 for the locally-administered Prop 1B – HRCSA project described on the attached vote list.

Attachment

*“Provide a safe and reliable transportation network that
serves all people and respects the environment.”*

2.5 Highway Financial Matters

Project # Allocation Amount Recipient <u>RTPA/CTC</u> District-County	Project Title Location Project Description	PPNO Program/Year Phase Prgm'd Amount Project ID	Budget Year Item # Fund Type Program Code	Amount by Fund Type
2.5g.(9)	Locally-Administered Proposition 1B - HRCSA Project	Resolution GS1B-A-2122-01		
1 \$2,876,960 City of Corona <u>RCTC</u> 08-Riverside	McKinley Street Grade Separation. In Riverside County in the City of Corona on McKinley St from SR-91 to Magnolia Ave. Construct a new four-lane overhead grade separation. The new roadway will include a raised median, sidewalks, and ADA-compliant curb ramps. The project will construct a one-way ramp connecting southbound McKinley St. to Sampson Ave. and a new two-way loop road connecting McKinley St to Sampson Ave. The SR-91 eastbound off-ramp will be realigned and widened and the SR-91 eastbound loop on-ramp and eastbound slip on-ramp will be reconstructed. <u>Outputs</u> Roadway lane miles(s) - new At-Grade crossing(s) eliminated Sidewalk mile(s) Grade separation(s)/ rail crossing improvements Intersection/Signal improvement(s) (CEQA - CE, 01/24 2019) (Right of Way Certification: 09/02/21) (Proposition 1B HRCSA Programming Amendment under Resolution GS1B-P-2021-02; June 2021) Contributions from other sources: \$56,982,000) <u>ALLOCATION IS CONTINGENT UPON APPROVAL OF A BUDGET REVISION BY THE DEPARTMENT OF FINANCE</u>	08-1272 HRCSA/20-21 CONST \$2,876,960 0818000153 S	2020-21 104-6063 HRCSA 20.30.010.400	\$2,876,960
	<u>Unit</u> Miles SQFT Miles Each Each	<u>Total</u> 3.75 26,385 0.75 1 5		

ATTACHMENT 3 CONTRACTING CERTIFICATION

Public Contract Code sections 2202-2208

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d). The DGS list of entities prohibited from contracting with public entities in California per the Iranian Contracting Act, 2010, can be found at:

[Department of General Services Procurement Division Iran Contracting Act List](https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses#@ViewBag.JumpTo)
(<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses#@ViewBag.JumpTo>)

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	<i>Date</i>
<i>Printed Name and Title of Person Signing</i>	

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	<i>Date</i>
<i>Printed Name and Title of Person Signing</i>	

DARFUR CONTRACTING ACT CERTIFICATION

DGS PD 1 (Rev. 12/19)

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do **not** need to complete this form.

OPTION #1 - CERTIFICATION

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is **not** a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	<i>Date</i>
<i>Printed Name and Title of Person Signing</i>	

OPTION #2 – WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code Section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	<i>Date</i>
<i>Printed Name and Title of Person Signing</i>	

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed)	Federal ID Number
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Executed in the County of	Executed in the State of
Date Executed	