

**CONSTRUCTION AND MAINTENANCE
AGREEMENT**

for

**E. ELLIS AVE & MAPES RD
CROSSING IMPROVEMENTS**

**BETWEEN
SOUTHERN CALIFORNIA REGIONAL RAIL
AUTHORITY (SCRRA)**

AND THE

CITY OF PERRIS

COVERING THE

**PUBLIC AT-GRADE HIGHWAY RAILROAD
CROSSINGS**

ADJACENT TO RAILROAD FROM

SCRRA MILE POST 84.2 AND MILE POST 85.9 – PERRIS VALLEY SUBDIVISION

IN OR NEAR

CITY OF FONTANA

SAN BERNARDINO COUNTY,

CALIFORNIA

E. Ellis Avenue and Mapes Road Crossings Improvements
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SCRRA Folder No.: S0001491

SCRRA Project No.: 861006

Construction and Maintenance Agreement
for

E. Ellis Ave and Mapes Rd
Mile Post 84.2 and 85.9 – Perris Valley Subdivision
City of Perris
Riverside County, CA

Associated Crossings	CPUC #	DOT #
E. Ellis Avenue Highway-Rail Crossing	101-PV-84.19	027350V
Mapes Road Highway-Rail Crossing	101-PV-85.89	027352J

THIS Construction and Maintenance Agreement ("AGREEMENT") is made and entered into as of the 28th day of October, 2022, by and between the **SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY**, a joint powers authority existing under the laws of the State of California (hereinafter referred to as "SCRRA"), to be addressed at 900 Wilshire Blvd. Suite 1500, Los Angeles, CA 90017 and the **CITY OF PERRIS**, a general law city and a municipal corporation duly organized and existing under the laws of the State of California (hereinafter referred to as "CITY"), to be addressed at City of Perris, 101 North D Street, Perris, CA 92570. CITY and SCRRA may be referred to singly as "PARTY" and collectively as "PARTIES."

RECITALS:

SCRRA is a five-county joint powers authority, created pursuant to California Public Utilities Code Section 130255 and California Government Code Section 6500 et seq., to build, maintain, administer, and operate the "METROLINK" commuter train system on railroad rights-of-way

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owned by the member agencies and through other shared use and joint operation agreements. The five-county member agencies are comprised of the following: Los Angeles County Metropolitan Transportation Authority ("MTA"), Ventura County Transportation Commission ("VCTC"), Orange County Transportation Authority ("OCTA"), San Bernardino County Transportation Authority ("SBCTA"), and Riverside County Transportation Commission ("RCTC").

SCRRA controls, administers, operates, and maintains the railroad track, structures, signals, communication systems, and appurtenances on the rail line known as the Perris Valley Subdivision in the area traversed by Ellis Avenue and Mapes Road. SCRRA and the "Operating Railroads" [as used herein "Operating Railroads" means any passenger or freight-related railroad company(s) operating on SCRRA track(s), including the National Railroad Passenger Corporation (AMTRAK), the Union Pacific Railroad Company (UPRR), and the Burlington Northern and Santa Fe Railway Company (BNSF)] operate trains and rail equipment through this at-grade highway railroad crossing location on right-of-way owned by RCTC, in accordance with the Shared Use Agreement dated October 30, 1992, and the Agreement between SCRRA, its Member Agencies, and the National Railroad Passenger Corporation (Amtrak) and known as the "Intercity Agreement".

The CITY desires to widen and improve the Highway-Rail Crossings at E. Ellis Avenue and realign and improve the Crossing at Mapes Road, hereinafter referred to as the "PROJECT" as described in **Exhibit B-1**, attached hereto and made a part hereof as if incorporated herein. The PROJECT is located on E. Ellis Avenue between Case Rd and S. Redlands Avenue in the City of Perris and on Mapes Road between Case Rd and Bonnie Dr. in the City of Perris. The PROJECT is on the SCRRA's Perris Valley Subdivision right-of-way between mile post 84.1 and mile post 86.0. Presently, the CITY occupies the RCTC right-of-way with the two highway-rail at-grade crossings that carries vehicular traffic on E. Ellis Avenue and Mapes Road, while both SCRRA and the BNSF operate trains along the RCTC right-of-way. There are two highway-rail at-grade crossings within the PROJECT and it is E. Ellis Avenue Highway-Rail Crossing (CPUC No. 101-PV-84.19, DOT No. 027350V) and Mapes Road Highway-Rail Crossing (CPUC No. 101-PV-85.89, DOT No. 027352J).

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The construction of the crossing upgrades at E. Ellis Ave and Mapes Rd. highway-rail at-grade crossings, associated roadway improvements and appurtenances, collectively define the "PROJECT", which is further described as set forth in **Exhibit B-1**. The general arrangement, type, size, plan, profile, section and location of the at-grade highway-railroad crossings proposed by the CITY are shown on the location print marked as **Exhibit B-2**. The detailed plans and specifications of the PROJECT are to be included in this AGREEMENT are collectively marked as **Exhibit B-3** and **Exhibit B-4** inclusive.

SCRRA and the CITY are entering into this AGREEMENT to cover the PROJECT as described above, and as contained in the attached Exhibits.

AGREEMENT

NOW, THEREFORE, it is mutually agreed by and between the PARTIES hereto as follows:

ARTICLE 1 - LIST OF EXHIBITS

The exhibits below are attached to and made a part of this AGREEMENT as if set forth in their entirety:

Exhibit A	Standard Terms and Conditions
Exhibit B-1	Detailed Description of PROJECT
Exhibit B-2	Railroad Location Print
Exhibit B-3	PROJECT Plans
Exhibit B-4	PROJECT Specifications
Exhibit B-5	SCRRA Form of Approval for CITY WORK PS&E
Exhibit B-6	List of CITY Design and Contractor Submittals Requiring SCRRA Review
Exhibit C-1	Easements for CROSSING AREAS
Exhibit C-2	Plats of Easement and Legal Descriptions
Exhibit D-1	CITY Scope of Work ("CITY WORK")

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Exhibit D-2	SCRRA Scope of Work and Estimate (“RAILROAD WORK”)
Exhibit E-1	SCRRA Highway-Rail Grade Crossings Manual, Standards, and Criteria
Exhibit E-2	Requirements of the Contractor(s)
Exhibit E-3	SCRRA Form 6 -Temporary Right-of-Entry Agreement and & SCRRA Insurance Requirements
Exhibit F	Funding Schedule

ARTICLE 2 - RESERVED

ARTICLE 3 – PLANS AND SPECIFICATIONS

3.1 SCRRA, at the sole cost and expense of the CITY, has prepared, or caused to be prepared, the detailed Plans, Specifications, and Estimates (the “PS&E”) for the changes, additions, or alterations to existing SCRRA signals facilities required in connection with the PROJECT which is more fully described in **Exhibit D-2** (the “RAILROAD WORK”) - SCRRA Scope of Work and Estimate.

3.2 The CITY shall comply with all SCRRA terms and conditions that are described in **Exhibits E-1**, through and including **Exhibit E-3**, and other special guidelines that SCRRA may provide to the CITY for this PROJECT for any work performed by the CITY or a contractor(s) to the CITY.

3.3 CITY has prepared the PS&E for the design of the roadway, traffic signals, pre-signal signals, and appurtenances in connection with the PROJECT, which is more fully described in **EXHIBIT D-1** (the “CITY WORK”).

3.4 SCRRA has reviewed the PS&E for the CITY WORK to ensure general conformance with SCRRA standards and requirements. No changes in the final approved PS&E of the CITY WORK may be made unless SCRRA has consented to the proposed changes in writing.

ARTICLE 4 – SCRRA REQUIREMENTS

4.1 The CITY at its sole cost and expense, shall comply and ensure that its employee(s), consultant(s), and contractor(s) comply, at all times when on or adjacent to the rail right-of-way, with the rules and regulations, as contained in the current editions of the following documents, which are otherwise known as “REFERENCES”, as incorporated in this document as if they were set full in this paragraph, and incorporated in this AGREEMENT by reference. These documents are described and can be accessed through SCRRA’s website www.metrolinktrains.com, as the following:

- *General Safety Regulations for Third Party Construction and Maintenance Activity on SCRRA Member Agency Property*
- *Applicable SCRRA Engineering Standards*

4.2 The CITY and all employee(s), consultant(s), and contractor(s) employed by the CITY shall ensure compliance with the terms and conditions of the AGREEMENT for work specified in this Article. SCRRA requires all CITY employee(s), consultant(s) and contractor(s) working on the PROJECT to attend the SCRRA Safety Training for Roadway Worker Protection (“RWP”), as a mandatory prerequisite to enter the railroad right-of-way or perform any work outside the railroad right-of-way with potential to affect rail operations and comply with the SCRRA Safety Rules while on railroad property.

4.3 SCRRA representatives may make inspections and conduct tests to judge the effectiveness of the safety training, and compliance with SCRRA requirements, in accordance with SCRRA’s Efficiency Testing Program, in compliance with 49 CFR 214 – Railroad Workplace Safety Regulations and SCRRA Third Party Work Rules. The employee(s), consultant(s), and contractor(s) shall cooperate with SCRRA, Federal, and State representatives at all times. Disregard for, or failure to comply with, the requirements of 49 CFR 214 – Railroad Workplace Safety regulations, or SCRRA third-party safety requirements, may result in the removal of an offending individual(s) from the RCTC Right-of-Way. Egregious or repeated disregard for any safety rule or requirement may result in the termination of the Right-of-Entry Agreement.

ARTICLE 5 – MAINTENANCE BY CITY

5.1 CITY shall maintain, repair and renew the at-grade highway-railroad CROSSING AREAS within their respective boundaries starting at two (2) feet outside of the rails of each track. When two or more tracks are involved, SCRRA shall maintain, at its expense, the area between the tracks where the distance between the center lines of tracks is fifteen (15) feet or less measured at the center line of the highway, normal to the tracks. CITY shall maintain and repair, at CITY's expense, any street improvements, including street lighting, sidewalks, curb and gutters, emergency swing gates, detectible warning strips, channelization devices for pedestrians (fencing and handrailing), pavement striping and markings (traffic and pedestrian), raised pavement markers, raised medians, traffic signals and signage within the at-grade highway-railroad crossing areas. This work shall be done pursuant to CPUC General Order 72-B.

5.2 CITY shall share equally with SCRRA the maintenance cost of the railroad crossing warning signals and signal controls in accordance with California Public Utilities Code (CPU Code) §1202.2, except that CITY's liability thereof shall be limited to such funds as may be set aside for allocation through the CPUC, pursuant to CPU Code §1231.1. SCRRA shall submit annual invoices to the CPUC for CITY's share of the maintenance costs of the railroad crossing warning signals and signal controls, which costs shall be paid by the CPUC pursuant to CPU Code §1231.1. This results in no direct cost to the CITY for the maintenance of the automatic warning devices.

5.3 The CITY shall, at the CITY's expense, coordinate with and participate in an Annual Joint Inspection of the traffic signal and associated railroad inner-connect (preemption) systems and provide assistance in support of SCRRA routine and any required troubleshooting testing of railroad/traffic signal pre-emption equipment and facilities in accordance with FRA Regulation Title 49 part 234 Subpart d of the Code of Federal Regulations (49 CFR Part 234), and provide qualified personnel to assist with testing of those traffic signal interconnect features outside of the Railroad right-of-way.

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5.4 CITY shall notify SCRRA five (5) business days in advance of any maintenance of a roadway, sidewalk or median islands, if that maintenance activity is to occur within the railroad right-of-way. Any SCRRA flagging or inspection deemed by SCRRA to be required to protect SCRRA tracks or the traffic moving thereon shall be paid for by City.

5.5 CITY shall control or remove at the CITY's expense weeds or vegetation located within the CITY crossing easement or within public street right of way on or about the crossing so that it does not become a fire hazard; obstruct visibility of railroad signs and signals along the right-of-way and at highway-rail crossings; obstruct visibility of trains or rail equipment; interfere with railroad employees performing normal trackside duties; prevent proper functioning of signal and communication lines or impede railroad employees visually inspecting moving equipment. If the CITY may not lawfully perform the control or removal work, CITY shall reimburse SCRRA for the cost of performing such control or removal.

5.6 If in the future, the CITY elects to modify the existing crossing(s) by widening or replacement of crossing surface(s), then any SCRRA costs of modifications to crossing(s), including material and/or repair or rehabilitation of the railroad tracks shall be borne by the CITY.

5.7 If in the future, the CITY elects or is required by competent authority to raise or lower the grade of all or any portion of the track or tracks located on the crossing easement(s), the CITY shall at its expense conform the street and highway in the crossing easement area(s) to conform with change of grade of the trackage.

5.8 CITY shall incorporate the requirements of Exhibit E-1 and Exhibit E-3 into each prime contract for maintenance. CITY shall exercise its authority as a party to any contract for maintenance into which it enters: to ensure its contractor(s) conforms with the requirements listed in Exhibit E-1 and Exhibit E-3, and to ensure that operations, right of-way, property, or other facilities of SCRRA or the operations, property or facilities of others occupying or using RCTC

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right-of-way, are protected at all times. All work done by CITY, or its contractor(s), on the railroad right-of-way shall be done in a manner satisfactory to SCRRA.

ARTICLE 6 – SCOPE OF WORK BY THE CITY

6.1 The CITY WORK to be performed by the CITY is described in **Exhibit D-1 – CITY Scope of Work** (hereinafter referred to as “CITY WORK”).

6.2 The CITY shall also make any and all arrangements for the installation or relocation of wire lines, pipe lines, advertising signs, and other facilities owned by private persons, companies, corporations, political subdivisions or public utilities other than SCRRA, which may be necessary for the construction of the PROJECT. CITY shall be responsible for any and all costs associated with these installations, relocations or takings, at no cost to SCRRA.

6.3 The CITY shall be responsible for the removal and remediation of any and all contaminated or hazardous material, encountered implementing CITY’s scope of work within the limits of the PROJECT and the CROSSING AREAS within each respective right-of way in accordance with applicable law or regulation.

ARTICLE 7 – SCOPE OF WORK AND ESTIMATE BY SCRRA

7.1 The RAILROAD WORK to be performed by SCRRA is described in **Exhibit D-2 – SCRRA Scope of Work and Estimate** (the “RAILROAD WORK”), is estimated to be in the amount of Six Million One Hundred and Twenty-Two Thousand Dollars (\$6,122,000). All PROJECT work performed by SCRRA, and the cost of the PROJECT will be at the sole cost and expense of the CITY including any overage beyond the estimated cost for the RAILROAD WORK.

7.2 Upon execution of the Agreement and receipt from the CITY of a written notice to proceed with the RAILROAD WORK and full funding deposit, SCRRA will place orders for any needed materials or equipment, and issue contracts or task orders for any adjustment of SCRRA facilities

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necessary to permit construction of the PROJECT. Orders for materials, new contracts for construction, or task orders under existing contracts, will be issued in accordance with SCRRA procurement policies and the laws and regulations governing public agency contracts applicable to SCRRA.

7.3 SCRRA at CITY's expense shall be responsible for the necessary removal and remediation of any and all contaminated or hazardous material within the limits of the PROJECT which are within RCTC right of way in accordance with applicable law or regulation. CITY shall provide SCRRA with prompt written notice of any contaminated or hazardous material, the source of which is in the RCTC right of way.

ARTICLE 8 – CONSTRUCTION BY THE CITY

8.1 The CITY shall furnish, or cause to be furnished, all labor, materials, tools, equipment, and superintendence for the performance of the CITY WORK for which the CITY is responsible.

8.2 The CITY shall provide a full-time resident engineer (RE) with experience in at-grade highway-railroad grade crossing projects on the site of the work during construction.

The RE must be an engineer licensed in the State of California and must have the authority to provide direction to the contractor(s) employed by the CITY, and to commit the CITY within a reasonable scope of authority.

It's expected the RE will:

- Coordinate with SCRRA Staff and SCRRA Project Manager.
- Ensuring Contractor's Compliance with SCRRA Safety Rules.
- Support SCRRA Project Manager in ensuring appropriate permits and Site Specific Work Plans are in place and approved before advancing construction.
- Stop any work whenever necessary to protect Life Safety and SCRRA property.
- Reject materials and workmanship that do not conform to SCRRA Engineering Standards and Specifications.
- Direct unacceptable work to be removed and replaced with acceptable work.

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- Communicate and coordinate with the RWIC or flagging manager including scheduling flagging protection, work windows and Form B protection.
- Ensure that all work shall be performed per SCRRA On-Track Safety Manual, GCOR, Cal OSHA, and all other guidelines that may apply to the tasks being performed. Inspector(s) shall document and notify the contractor and SCRRA of non-compliant work.
- Assist in coordinating the CITY WORK and work performed by SCRRA track and signal contractors at the CROSSING AREA.

The RE must have the following qualifications:

- Field experience in the areas above and have performed similar duties on an active Commuter or Class I Railroad.
- Field experience from a minimum of five at-grade highway-rail crossings construction projects on an active Commuter or Class I Railroad, preferably on SCRRA's network.
- A strong adherence to safety when working on and around operating railroads.
- The ability and willingness to work when construction occurs during nights and weekends when there is less train activity.
- Actual field experience in earthwork, pavements, striping, signage, fencing, track work, site utilities, drainage, concrete, and structural steel.
- Experience in coordination of RAILROAD WORK and CITY WORK within the CROSSING AREA.
- A basic understanding of the railroad signal system at the at-grade crossing. This includes the layout of the gates, loops, pull-boxes, conduits, houses and flashers, and order of which the elements at the crossing are installed.
- Familiar with SCRRA Engineering Standards and Specifications.
- Understanding of SCRRA Operations. This includes Absolute Work Windows, Form B, Track & Time and potential impact from the construction to the train operations.

8.3 The CITY must supervise and inspect the operations of all contractor(s) employed by the CITY to assure compliance with the CITY WORK plans and specifications approved by SCRRA, the terms of this AGREEMENT, and all safety requirements of SCRRA. If SCRRA determines that proper supervision and inspection is not being performed by CITY personnel at any time during construction of the PROJECT, SCRRA has the right to stop construction (within or adjacent to its operating right-of-way). Construction of the PROJECT will not proceed until CITY corrects

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the objectionable condition or activity to the reasonable satisfaction of SCRRA. If SCRRA believes that the condition or activity is not being corrected in an expeditious manner, SCRRA will immediately notify the CITY, and the CITY agrees to immediately institute appropriate corrective action.

8.4 The CITY shall incorporate the requirements of **Exhibit E-1**, through and including **Exhibit E-3** into each prime contract for construction of the PROJECT. The CITY shall exercise its authority as a party to any contract for construction into which it enters: to ensure that its contractor(s) conforms with the requirements listed in **Exhibit E-1**, through and including **Exhibit E-3**, and to ensure that the operations, right-of-way, property, or other facilities of SCRRA, or the operations, property or facilities of others occupying or using RCTC right-of-way, are protected at all times. All work done by the CITY, or its Contractor(s), on the RCTC right-of-way shall be done in a manner satisfactory to SCRRA.

8.5 If needed, SCRRA and CITY shall establish mutually agreeable railroad work windows for the PROJECT prior to advertising the PROJECT for bid. To facilitate scheduling for the PROJECT, CITY shall require its contractor(s) to give SCRRA's representative one hundred and five (105) calendar days advance notice of the proposed times and dates for any absolute work windows, whereby all railroad operations are suspended, to which SCRRA has agreed. Should, it become impracticable to provide the work window on the dates established due to train operations, service obligations, or other reasons provided in this AGREEMENT, SCRRA will provide the work window at the next reasonable available opportunity. SCRRA shall not be responsible for any additional costs and expenses resulting from a change in work windows.

8.6 The CITY shall furnish copies of the contractor(s) furnished submittals listed in **Exhibit B-5** to SCRRA for review and approval prior to proceeding with the work covered by the submittals. Upon approval of the CITY, the contractor(s) may make the submittals directly to SCRRA PM. SCRRA shall be allowed forty-five (45) calendar days to complete its review of any submittals.

8.7 The CITY must notify SCRRA's Assistant Director – Construction Public Projects – Program Delivery Department of SCRRA, in writing, of the date on which CITY and its contractor(s) will meet with SCRRA for the purpose of making final inspection of the PROJECT. In addition, the CITY must advise SCRRA within fifteen (15) calendar days of the date that the CITY

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makes final acceptance of the PROJECT.

ARTICLE 9 – FUTURE QUIET ZONE

9.1 If in the future, should the CITY desire a quiet zone at the CROSSING AREA, CITY must formally provide a written request for the installation of quiet zone at-grade highway-railroad crossing improvements to SCRRA. SCRRA, at CITY's sole cost and expense, will include all the additional safety enhancements required for quiet zone requirements for the at-grade highway-railroad crossings as contained in this PROJECT in order to qualify the crossings for quiet zone implementation. In doing so, the estimated costs for any future work to be performed by SCRRA will be determined and included in an amendment to this AGREEMENT or another agreement to cover any contemplated quiet zone safety enhancements as well as any additional cost to SCRRA that will be reimbursed by CITY, as a result of this additional work.

9.2 CITY further acknowledges that if it elects to establish a quiet zone within its jurisdictional boundaries pursuant to the Federal Railroad Administration ("FRA") and SCRRA's Quiet Zone Implementation Guidelines and Procedures adopted April 21, 2006, CITY shall follow SCRRA's Quiet Zone Implementation Criteria, which will be incorporated as though fully set forth herein into this AGREEMENT through a written amendment executed by the CEO or other similar officer of each of the parties with delegated authority to execute such amendments to the AGREEMENT.

ARTICLE 10 – DISTRIBUTION OF COSTS

10.1 The source of funding for the PROJECT may include federal, state and local funds. All contracts, expenses and invoicing for this PROJECT shall meet the requirements of the funding and agreements attached to this AGREEMENT as **Exhibit F**.

10.2 If the CITY will be receiving any federal funding for the PROJECT, the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B are incorporated into this AGREEMENT by reference, and construction work by the CITY and Contractor(s) shall be performed, and any reimbursement to SCRRA for work it performs, shall be made in accordance with the Federal Aid Policy Guide.

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10.3 Notwithstanding any provision of 23 CFR 210, the CITY agrees to assume, in accordance with 23 CFR 210 (d), all responsibility for any and all shares of the cost for which SCRRA might otherwise be responsible. SCRRA shall not, in any event, be required to commit its own funds or that of its member agencies to the PROJECT.

ARTICLE 11 – PAYMENT FOR SCRRA WORK (RAILROAD WORK)

11.1 Upon the execution of this AGREEMENT and prior to any project work commencing, the CITY shall deposit \$6,122,000 representing 100% of estimated SCRRA project costs contained in Exhibit D-2 – SCRRA Scope of Work and Estimate (“RAILROAD WORK”), with SCRRA. During the construction of the PROJECT, SCRRA will send CITY at a minimum quarterly progress statements detailing the costs of the RAILROAD WORK performed by SCRRA under this AGREEMENT. If at any time, the actual cost, including the estimated allocated overhead, exceeds eighty percent (80%) of the amount estimated in Exhibit D-2 and SCRRA determines that additional funds will be needed to complete the PROJECT, SCRRA shall notify the CITY and provide an updated estimate for approval. Once approved by the CITY, an amendment to this AGREEMENT shall be executed to fund the additional estimated cost. Progress statements shall be sent to:

Clara Miramontes
City of Perris,
101 North D Street
Perris, CA 92570

11.2 SCRRA will not invoice for overhead until it receives formal approval of its provisional overhead rates. Once the Federal Transit Administration, SCRRA’s cognizant audit agency, has approved the final rate at the completion of its audit and an adjustment to the previously-approved provisional rate is required, SCRRA will make true-up adjustments and invoice accordingly.

11.3 SCRRA, if it so elects, may recalculate and update the RAILROAD WORK Estimate submitted to the CITY in the event the CITY does not commence construction on the portion of

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the PROJECT located on the RCTC right-of-way within six (6) months from the date of the RAILROAD WORK.

11.4 CITY acknowledges that the RAILROAD WORK Estimate contained in **Exhibit D-2**, includes an estimate of the flagging and safety training costs provided by SCRRA for both the RAILROAD WORK and the CITY WORK on RCTC Right-of-Way and in the vicinity of the CROSSING AREA that is to be paid by CITY in connection with the PROJECT. Any additional cost of flagging and safety training incurred by SCRRA or the CITY is to be paid by the CITY. In the event of new construction and maintenance, SCRRA at the sole cost and expense of the CITY, shall coordinate with the CITY in providing flagging and safety training. The CITY shall coordinate with the appropriate SCRRA representative for flagging and safety training.

11.5 Notwithstanding the amount of the RAILROAD WORK provided by SCRRA, the CITY agrees to reimburse SCRRA for one hundred percent (100%) of all actual costs incurred by SCRRA in connection with the PROJECT including, but not limited to, actual costs of construction inspection, procurement of materials, equipment rental, manpower and deliveries to the job site and all of the normal and customary additives applicable to SCRRA (which shall include direct and indirect overhead costs) associated therewith.

ARTICLE 12 - CONTRACTOR'S RIGHT OF ENTRY PERMIT AND INSURANCE

12.1 Entry onto the RCTC right-of-way by either CITY or its contractor(s) shall at all times be subject to the current (at time of entry) requirements for entering the RCTC right-of-way and the SCRRA procedures and requirements for securing railway flagging or other protective services.

12.2 The CITY shall incorporate the provisions set forth in **Exhibit E-1**, through and including **Exhibits E-3** into each contract for any work involving construction of the PROJECT or future maintenance work. The CITY shall further require that each of its contractor(s) comply with the requirements set forth in **Exhibit E-1**, through and including **Exhibits E-3**, in this AGREEMENT.

12.3 If the CITY retains a contractor(s) to perform any work involving the PROJECT

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(including initial construction and any subsequent relocation or maintenance and repair work),
the CITY shall require the contractor(s) to:

- a) Execute SCRRA "Form 6 – Temporary Right-of-Entry-Agreement" or similar form of AGREEMENT as adopted by SCRRA at the time that any future work is performed without modification. A copy of SCRRA Form 6 as currently adopted by SCRRA is included with this AGREEMENT as **Exhibit E-3**.
- b) Furnish and provide the bonds, insurance policies, certificates, binders, endorsements or combinations thereof in accordance with the insurance requirements accompanying SCRRA "Form 6 – Temporary Right-of-Entry-Agreement" and as described in Exhibit "A" of **Exhibit E-3**.

12.4 The CITY shall not allow any contractor(s) to commence any work in the CROSSING AREAS or on any other portion of the RCTC right-of-way until the contractor(s) has provided the required insurance and the right-of-entry is approved and signed by SCRRA.

12.5 All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Coordinator, Right-of-Way
2558 Supply Street
Pomona, CA 91767
Phone: (909) 392-3463

12.6 The CITY may not self-insure any portion of the insurance coverage for work performed by the employees of the CITY without prior approval of SCRRA.

12.7 Under no circumstances will personnel, equipment, or material of a contractor(s) or the CITY be allowed on the RCTC right-of-way without providing the insurance required by this article and arranging for flagging or other protective services.

ARTICLE 13- EFFECTIVE DATE; TERM AND TERMINATION.

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13.1 This AGREEMENT shall become effective as of the last date signed by both PARTIES, and shall continue in full force and effect for as long as the at-grade CROSSING AREAS exists.

13.2 In the event the CITY does not commence construction on the portion of the PROJECT located on the CROSSING AREAS within twelve (12) months of the effective date of the AGREEMENT, SCRRA may, if it so elects, terminate this AGREEMENT effective upon delivery of thirty (30) calendar days written notice to the CITY.

13.3 Either SCRRA or CITY may suspend its performance, under this AGREEMENT if it becomes impracticable to proceed because of the lack of funding or restrictions on the distribution of funds.

13.4 If the AGREEMENT is terminated or suspended as provided above, or for any reason, the CITY shall pay to SCRRA all actual costs incurred by SCRRA or its contractor(s) in connection with the PROJECT up to the date of termination or suspension, including, without limitation, all actual costs incurred by SCRRA, including allocated overhead.

ARTICLE 14 - CONDITIONS PRECEDENT TO START OF WORK

14.1 Neither the CITY nor any contractor(s) retained by the CITY may commence any CITY WORK within the CROSSING AREAS until all of the following have occurred:

- a) SCRRA and the CITY have executed this AGREEMENT;
- b) SCRRA has provided to the CITY SCRRA's final written approval of the CITY WORK PS&E;
- c) Each Contractor(s) has executed SCRRA "Form No. 6 - Temporary Right-of-Entry Agreement" and has obtained and provided to SCRRA the insurance policies, certificates, binders, endorsements, or a combination thereof set forth in the "Form 6 – Temporary Right-of-Entry Agreement; and

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d) All required sums for payment of SCRRA as described in Article 11.1 have been deposited with SCRRA.

ARTICLE 15 - INDEMNIFICATION

15.1 Neither SCRRA, nor the Operating Railroads, nor any of SCRRA's board members, member agencies, officers, agents, volunteers, contractor(s), or employees shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any aspect of the CITY WORK and authority or obligation agreed to by the CITY under this AGREEMENT. The CITY shall indemnify, defend and hold harmless SCRRA, any Operating Railroads, as identified by SCRRA, as well as their respective board members, member agencies, officers, agents, volunteers, contractor(s), and employees ("SCRRA Indemnitees") from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), demands, suits, liens, damages, costs, claims, including but not limited to, claims for bodily injury, death, personal injury, or property damage, that are incurred by or asserted against the SCRRA Indemnitees arising out of or connected with any negligent acts or omissions on the part of the CITY, its council, officers, agents, contractor(s), or employees under or in connection with any aspect of the PROJECT, CITY WORK, authority or obligation agreed to by the CITY under this AGREEMENT. This indemnity shall survive completion of the PROJECT, CITY WORK, and RAILROAD WORK and termination of this AGREEMENT.

15.2 Neither the CITY, nor its council, officers, agents, contractor(s), or employees shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of SCRRA under or in connection with any RAILROAD WORK and authority or obligation agreed to by SCRRA under this AGREEMENT. SCRRA shall indemnify, defend and hold harmless CITY, as well as their respective council, officers, agents, contractor(s), and employees ("CITY Indemnitees") from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), demands, suits, liens, damages, costs, claims, including but not limited to, claims for bodily injury, death, personal injury, or property damage, that are incurred by or asserted against the CITY Indemnitees arising out of or connected with any negligent acts or omissions on

E. Ellis Avenue and Mapes Road Crossings Improvements
Construction & Maintenance Agreement

the part of SCRRA, its board members, officers, agents, volunteers, contractor(s) or employees under or in connection with any aspect of the RAILROAD WORK, authority or obligation agreed to by SCRRA under this AGREEMENT. This indemnity shall survive completion of the PROJECT, CITY WORK and RAILROAD WORK and termination of this AGREEMENT.

15.3 In contemplation of the provisions of Government Code §895.2 imposing certain tort liability jointly upon public entities solely by reason of such entities being PARTIES to an agreement, as defined in Government Code §895, each of the PARTIES hereto, pursuant to the authorization contained in Government Code §895.4 and §895.6, will assume the full liability imposed upon it or any of its officers, agents or employees by law for injury caused by any negligent or wrongful act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of §895.2 of such code. To achieve this purpose, each other agrees to indemnify and hold harmless each other for any cost or expense that may be imposed upon each other solely by virtue of said §895.2. The provisions of Civil Code §2778 are made a part hereof as if incorporated herein.

ARTICLE 16 - GENERAL PROVISIONS

16.1 This AGREEMENT shall continue in force and effect unless otherwise provided herein, until mutual termination by the PARTIES or the elimination or removal of an at-grade highway railroad crossing, whichever occurs first. The covenants and provisions of this AGREEMENT shall be binding upon and inure to the benefit of the successors and assigns of CITY and SCRRA.

16.2 This AGREEMENT may be modified or amended only in writing. All modifications, amendments, changes and revisions of this AGREEMENT, in whole or part and from time to time, shall be binding upon the PARTIES, so long as the same shall be in writing and executed by the CITY and SCRRA.

16.3 This AGREEMENT and the exhibits attached hereto contain the entire understanding between the PARTIES and supersede any prior written or oral understanding and agreement between them regarding the subject matter of this AGREEMENT. There are no representations,

E. Ellis Avenue and Mapes Road Crossings Improvements
Construction & Maintenance Agreement

agreements, arrangements or understandings, oral or written, between the PARTIES relating to the subject matter of this AGREEMENT, which are not fully expressed herein.

16.4 The PARTIES to this AGREEMENT shall maintain all records associated with the PROJECT for the period of three (3) years from the date of the final invoice in accordance with 23 CFR 645. If funding is provided by State and FHWA, under Section 130, the books pertaining to the work shall be open to inspection and audit by representatives of the State and FHWA for three (3) years after FHWA payment of final invoice. Furthermore, each PARTY shall make all records available for audit by SCRRRA, or CITY, or Federal auditors, or all or any combination. All audits are to be performed in accordance with audit principles and standards as set forth in 48 CFR, Chapter 1, Part 31.

16.5 In addition to the specific provisions of this AGREEMENT, delay in performance by any PARTY hereunder shall not be a default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; weather; fires; casualties; accidents; emergencies; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; unusually severe weather; Federally-mandated inspections and maintenance; and/or any other causes beyond the control or without the fault of the PARTY claiming an extension of time for any such cause. An extension of time for any such cause shall only be for the period of the enforced delay, which period shall commence to run from the time of commencement of the cause. If, however, notice by the PARTY claiming such extension is sent to the other PARTY more than thirty (30) calendar days after the commencement of the cause, the period shall commence to run only thirty (30) calendar days prior to the giving of such notice.

16.6 The execution and delivery of this AGREEMENT by each PARTY and the consummation of the transactions contemplated hereby are within the power of each PARTY and have been duly authorized by all necessary actions of each respective PARTY.

16.7 In the event any part of this AGREEMENT is declared by a court of competent jurisdiction to be invalid, void or unenforceable, such part shall be deemed severed from the remainder of this AGREEMENT and the balance of this AGREEMENT shall remain in effect.

16.8 This AGREEMENT shall be construed and interpreted under the laws of the State of

E. Ellis Avenue and Mapes Road Crossings Improvements
Construction & Maintenance Agreement

California.

16.9 The article and section headings in this AGREEMENT are for convenience only and shall not be used in its interpretation or considered part of this AGREEMENT.

16.10 Any notice sent by first class mail, postage paid, to the address and addressee, shall be deemed to have been given when in the ordinary course it would be delivered. The representatives of the PARTIES who are primarily responsible for the administration of this AGREEMENT, and to whom notices, demands and communications shall be given, are as follows:

CITY:
Clara Miramontes
City Manager

City of Perris
101 N. D. Street
Perris, CA 92570
E-mail: CMiramontes@Cityofperris.org
Telephone: (951) 943-6100

SCRRA:
Andrew Althorp
Assistant Director, Construction
Public Project

SCRRA/Metrolink
2558 Supply Street
Pomona, CA 91767
E-Mail: althorpa@scrra.net
Telephone: (909) 593-6973

E. Ellis Avenue and Mapes Road Crossings Improvements
Construction & Maintenance Agreement

IN WITNESS WHEREOF, the PARTIES have caused this AGREEMENT to be duly executed
in by their duly qualified and authorized officials.

**SOUTHERN CALIFORNIA REGIONAL
RAIL AUTHORITY**

CITY OF PERRIS

By: 
Darren M. Kettle
Chief Executive Officer

By: 
Clara Miramontes
City Manager

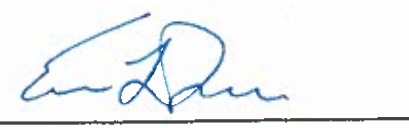
Date: 10-28-2022

Date: 9/9/22

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: 
Don D. Del Rio
General Counsel

By: 
Eric Dunn
City Attorney

Date: 10/28/22

Date: 8/30/22

EXHIBIT A

To Construction and Maintenance Agreement

E. Ellis Avenue & Mapes Road
Crossing Improvements

Cover Sheet for the

Standard Terms and Conditions

EXHIBIT A

To Construction and Maintenance Agreement

TERMS AND CONDITIONS

SECTION 1 - CONDITIONS AND COVENANTS

- a) SCRRA makes no covenant or warranty of title for quiet possession or against encumbrances. The CITY shall not use or permit use of the CROSSING AREA for any purposes other than those described in this AGREEMENT. Without limiting the foregoing, the CITY shall not use or permit use of the CROSSING AREA for other railroad purposes, or for gas, oil or gasoline pipe lines. Any lines constructed on RCTC's right-of-way by or under authority of the CITY for the purpose of conveying electric power or communications incidental to the CITY's use of the right-of-way for highway purposes shall be constructed in accordance with specifications and requirements of SCRRA, and in such manner as not adversely to affect communication or signal lines of SCRRA or its licensees now or hereafter located upon said right-of-way. No non-party shall be admitted by the CITY to use or occupy any part of RCTC's right-of-way without SCRRA's written consent. Nothing herein shall obligate SCRRA to give such consent.
- b) The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or not, and also to any renewals thereof. The CITY shall not damage, destroy or interfere with the right-of-way or rights of nonparties in, upon or relating to the RCTC right-of-way, unless the CITY at its own expense settles with and obtains releases from such nonparties.
- c) SCRRA and its member agencies reserve the right to use and to grant to others the right to use the CROSSING AREA for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the right-of-way; also the right to cross the CROSSING AREA with all kinds of equipment. SCRRA further reserves the right to attach signal, communication or power lines to any highway facilities located upon the RCTC right-of-way, provided that such attachments shall comply with CITY's specifications and will not interfere with the use of the CROSSING AREA.
- d) So far as it lawfully may do so, the CITY will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Crossing Areas, excepting taxes levied upon and against the right-of-way as a component part of SCRRA's

operating right-of-way.

e) If any property or rights other than the right granted by this AGREEMENT and the attached easements or licenses are necessary for the construction, maintenance and use of the Structure and its appurtenances, or for the performance of any work in connection with the PROJECT, the CITY will acquire all such other property and rights at its own expense and without expense to SCRRA.

SECTION 2 - CONSTRUCTION OF PROJECT

a) All work contemplated in this AGREEMENT must be performed in a good and workmanlike manner and each portion must be promptly commenced by the PARTY obligated by this AGREEMENT to perform the work. All work must be diligently prosecuted to conclusion in its logical order and sequence. All changes or modifications proposed during construction which affect SCRRA or the interests of SCRRA will be subject to SCRRA's approval prior to the commencement of work on all such changes or modifications.

b) Except as may be otherwise specifically provided herein, the CITY, at its expense, shall furnish all necessary labor, material tools, equipment, and superintendence, and shall construct and complete the Structure and all appurtenances thereof. The appurtenances shall include, without limitation, all necessary and proper drainage facilities, guard rails or barriers, and right-of-way fences between the Structure and the SCRRA tracks. Upon completion of the PROJECT, the CITY shall remove from RCTC's right-of-way all temporary structures and false work, and will leave the CROSSING AREA and adjacent right-of-way in a condition satisfactory to SCRRA.

c) The CITY, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the PROJECT, and will furnish SCRRA upon request with satisfactory evidence that such authority has been obtained. The CITY shall act as the lead agency on all planning, zoning, environmental approval and permitting activities required by State or Federal law and shall obtain and pay for all other permits and licenses required by law or regulation for the PROJECT.

d) All construction work of the CITY upon RCTC's right-of-way (including, but not limited to, construction of the Structure and all appurtenances and all related and incidental work) shall be performed and completed in a manner satisfactory to SCRRA in accordance with the Plans, Specifications and Estimates, SCRRA's Minimum Requirements set forth in Exhibit B-5, B-6, D-1, E-1, E-2, E-3 and other guidelines or

standards furnished by SCRRA.

e) CITY shall require its Contractor(s) to reasonably adhere to the construction schedule adopted for all PROJECT work. Reasonable time must be allowed in the schedule for SCRRA to perform the Railroad Work for which it is responsible. However, regardless of the requirements of the construction schedule, SCRRA reserves the right to reallocate the labor forces assigned to complete the railroad work in the event of an emergency to provide for the immediate restoration of railroad operations or to protect persons or property on or near any SCRRA owned property. SCRRA will not be liable for any additional costs or expenses resulting from any such reallocation of its labor forces. The PARTIES mutually agree that any reallocation of labor forces by SCRRA pursuant to this provision and any direct or indirect consequences or costs resulting from any such reallocation will not constitute a breach of this AGREEMENT by SCRRA.

f) All construction work of the CITY shall be performed diligently and completed within a reasonable time and in any event within three (3) years from the effective date of this AGREEMENT, or within such further period of time as may be specified in writing by SCRRA. No part of the PROJECT shall be suspended, discontinued or unduly delayed without SCRRA's written consent and subject to such reasonable conditions as SCRRA may specify. It is understood that SCRRA's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of the CITY. The CITY hereby assumes the risk of any such delays and agrees that no claims for damage on account of any delay shall be made against SCRRA.

g) SCRRA will have the right to stop construction work on the PROJECT if any of the following events take place:

- i) CITY or any of its contractor(s) performs the PROJECT work in a manner contrary to the PS&E approved by SCRRA;
- ii) CITY or any of its Contractor(s), in SCRRA's opinion, prosecutes the PROJECT work in a manner which is hazardous to SCRRA property, facilities or the safe and expeditious movement of railroad traffic;
- iii) the insurance required by the AGREEMENT is canceled during the course of the PROJECT or does not meet the minimum requirements specified herein; or
- iv) CITY fails to pay any non-disputed costs incurred by SCRRA as provided in the AGREEMENT.

h) The work stoppage may continue until all necessary actions are taken by CITY or its Contractor(s) to rectify the conditions to the satisfaction of SCRRA or until additional insurance has been delivered to and accepted by SCRRA or the obligations are brought current.

SECTION 3 - INJURY AND DAMAGE TO PROPERTY

If the CITY, in the performance of any work contemplated by this AGREEMENT or by the failure to do or perform anything for which the CITY is responsible under the provisions of this AGREEMENT, shall injure, damage or destroy any property of SCRRA or of any other person lawfully occupying or using the RCTC right-of-way, such property shall be replaced or repaired by the CITY at the CITY's own expense, or by SCRRA at the expense of the CITY, and to the satisfaction of SCRRA.

SECTION 4 - PAYMENT FOR WORK BY SCRRA

Payment for work by SCRRA shall be in accordance with Article 11-Payment for SCRRA Work (RAILROAD WORK) as set forth in this AGREEMENT.

SECTION 5 - MAINTENANCE AND REPAIRS

a) SCRRA Obligations - SCRRA will accept, own, and maintain, at its sole cost and expense, the following portions of the PROJECT:

- a. the railroad roadbed, ballast, track and appurtenances;
- b. the railroad signal and communication facilities and appurtenances;
- c. the railroad maintenance roads on the railroad side of railroad access gates;
- d. the railroad drainage structures;
- e. and other facilities to which SCRRA accepts title.

b) CITY Obligations. CITY will own and maintain, at its sole cost and expense, the following portions of the PROJECT:

- a. the roadway including the roadway approaches and curbs, gutters, sidewalks and appurtenances thereto;
- b. the traffic and pre-signal signals and approach lighting;
- c. the roadway drainage structures, storm drain laterals, and collecting storm drains;

- d. the access roadways necessary to reach RCTC's right-of-way; the roadway signage and striping;
- e. the ADA truncated domes and appurtenances for protection or benefit of pedestrians;
- f. and all other work constructed by the PROJECT excepting that for which SCRRA is responsible under this AGREEMENT or pursuant to law or regulation.

SECTION 6 - SAFETY MEASURES; PROTECTION OF SCRRA OPERATIONS

It is understood and recognized that safety and continuity of SCRRA's operations and communications are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents and/or incidents may be prevented and avoided, it is agreed with respect to all of said work of the CITY that the work will be performed in a safe manner and in conformity with the following standards:

- a) **CITY and Contractor.** All references in this AGREEMENT to the CITY shall also include the Contractor(s), its subcontractors of any tier, and their respective officers, agents and employees, and others acting under its or their authority; and all references in this AGREEMENT to work of the CITY shall include work both within and outside of RCTC's right-of-way.

- b) **Compliance With Laws.** The CITY shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The CITY shall use only such methods as are consistent with safety, both as concerns the CITY, the CITY's agents and employees, the officers, agents, employees and property of SCRRA and the public in general. The CITY (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts, labor laws, laws governing trade, travel and use of material, and similar laws or regulations. All Federal Railroad Administration regulations shall be followed when work is performed on SCRRA's premises. If any failure by the CITY to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against SCRRA, the CITY shall reimburse and indemnify SCRRA for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The CITY further agrees in the event of any such action, upon notice thereof being provided by SCRRA, to defend such action free of cost, charge, or expense to SCRRA.

- c) **No Interference or Delays.** The CITY shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of SCRRA's tracks or facilities,

or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using RCTC's right-of-way or SCRRA's facilities.

d) **Supervision.** The CITY, at its own expense, shall adequately supervise and inspect all work to be performed by the CITY, and shall not inflict injury to persons or damage to property for the safety of whom or of which SCRRA may be responsible, or to property of SCRRA. The responsibility of the CITY for safe conduct and adequate policing and supervision of the PROJECT shall not be lessened or otherwise affected by SCRRA's approval of plans and specifications, or by SCRRA's collaboration in performance of any work, or by the presence at the work site of SCRRA's representatives, or by compliance by the CITY with any requests or recommendations made by such representatives. If a representative of SCRRA is assigned to the PROJECT, the CITY will give due consideration to suggestions and recommendations made by such representative for the safety and protection of RCTC's property right-of-way and SCRRA's operations.

e) **Suspension of Work.** If at any time the CITY's Engineers or SCRRA shall be of the opinion that any work of the CITY is being or is about to be done or prosecuted without due regard and precaution for safety and security, the CITY shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

f) **Removal of Debris.** The CITY shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any right-of-way of RCTC or facilities of SCRRA; and any such material and debris shall be promptly removed from RCTC's right-of-way by the CITY at the CITY's own expense or by SCRRA at the expense of the CITY. The CITY shall not cause, suffer or permit any water to be drained or pumped onto RCTC's right-of-way during any dewatering from the CROSSING AREA without the prior permission of SCRRA.

g) **Explosives.** The CITY shall not discharge any explosives on or in the vicinity of RCTC's right-of-way without the prior consent of SCRRA, which will not be given if, in the sole discretion of SCRRA, such discharge would be dangerous or would interfere with RCTC's right-of-way or SCRRA's property or facilities. For the purposes hereof, the "vicinity of RCTC's right-of-way" shall be deemed to be any place on RCTC's right-of-way or in such close proximity to RCTC's right-of-way that the discharge of explosives could cause injury to SCRRA's employees or other persons, or cause damage to or interference with the facilities or operations on RCTC's right-of-way. SCRRA reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as

SCRRA, in SCRRA's sole discretion, may deem to be necessary, desirable or appropriate.

h) **Excavation.** The CITY shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of SCRRA. The CITY shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect SCRRA's tracks or facilities. The CITY, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the CITY in connection with construction, maintenance or other work. Systems for the support of any excavation must conform to the requirements of SCRRA Excavation Support Criteria. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by SCRRA to withstand all stresses likely to be encountered, including any stresses resulting from railroad surcharges or vibrations caused by SCRRA's operations in the vicinity.

i) **Falsework.** No falsework may be erected over the track or on RCTC's right-of-way except as approved by SCRRA. All falsework must conform to the requirements of the Caltrans Falsework Manual for traffic openings and any additional provisions provided by SCRRA.

j) **Drainage.** The CITY, at the CITY's own expense, shall provide and maintain suitable facilities for draining the Structure and its appurtenances, and shall not suffer or permit drainage water there from to flow or collect upon right-of-way of RCTC. The CITY, at the CITY's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from SCRRA's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the CITY, be impeded, obstructed, diverted or caused to back up, overflow or damage the right-of-way of RCTC or property of SCRRA or any part thereof, or the property of others. The CITY shall not obstruct or interfere with existing ditches or drainage facilities.

k) **Fiber Optic Cables.** Fiber optic and other cable systems may be buried on RCTC's right-of-way. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. The CITY and its consultants and contractors shall telephone the Underground Service Alert of Southern California toll-free at (800) 227-2600 a minimum of five (5) calendar days before performing any excavation.

l) **SCRRA Signal and Communication Facilities.** SCRRA is not a member of Underground Service Alert of Southern California. The CITY, and its consultants and contractors, shall call SCRRA

Signal Department at (909) 592-1346 to request marking of signal and communication cables or conduits or both a minimum of 72-hours prior to performing any excavation on RCTC's right-of-way. No work may proceed until you have been provided with an SCRRA dig number in addition to that provided by Underground Service Alert. In case of signal emergencies or grade crossing problems, the contractor shall call SCRRA's 24-hour signal emergency number at (888) 446-9721.

SECTION 7 - INTERIM WARNING DEVICES

If at any time it is determined by the CPUC or FRA, by the CITY, or by agreement between the PARTIES, that new or improved train activated warning devices should be installed at the CROSSING AREA, the CITY shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the construction or reconstruction of the warning devices has been completed.

SECTION 8 - OTHER RAILROADS AND AGENCIES

All protective and indemnifying provisions of this AGREEMENT shall inure to the benefit of SCRRA and any other Operating Railroad company lawfully using RCTC's right-of-way or SCRRA's facilities. On any certificate of insurance furnished pursuant to this AGREEMENT, SCRRA must be named as the Certificate holder or the insured. The following must be named as an additional insured:

- Los Angeles County Metropolitan Transportation Authority (MTA)
- Orange County Transportation Authority (OCTA)
- Riverside County Transportation Commission (RCTC)
- San Bernardino County Transportation Authority (SBCTA)
- Ventura County Transportation Commission (VCTC)
- Union Pacific Railroad Company (UPRR)
- Burlington Northern Santa Fe Corp. (BNSF)
- National Railroad Passenger Corporation (Amtrak)

SECTION 9 - REMEDIES FOR BREACH OR NONUSE

a) If the CITY shall fail, refuse or neglect to perform and abide by the terms of this AGREEMENT, SCRRA, in addition to any other rights and remedies, may perform any work which in the judgment of SCRRA is necessary to place the CROSSING AREA and appurtenances in such condition as will not

menace, endanger or interfere with SCRRA's facilities or operations or jeopardize SCRRA's employees; and the CITY will reimburse SCRRA for the expenses thereof.

b) The CITY will surrender peaceable possession of the CROSSING AREA upon termination of this AGREEMENT. Termination of this AGREEMENT shall not affect any rights, obligations or liabilities of the PARTIES, accrued or otherwise, which may have arisen prior to termination.

END EXHIBIT A

EXHIBIT B-1

To Construction and Maintenance Agreement

for

E. Ellis Avenue & Mapes Road
Crossing Improvements

Cover sheet for the

Detailed Description of Project

**EXHIBIT B-1
 DETAILED PROJECT DESCRIPTION
 E. ELLIS AVENUE AND MAPES Road CROSSING IMPROVEMENTS
 PROJECT NO. 861006**

The purpose of the PROJECT is to widen and improve the Highway-Rail crossings at E. Ellis Ave and realign and improve Mapes Rd located along SCRRRA's Perris Valley Subdivision at Milepost 84.2 and Milepost 85.9 in the City of Perris, Riverside County, California. The crossing improvements will restrict drivers from circumventing the entrance gates when they are lowered, provide adequate timing for proper clearance of pedestrians and vehicles before train arrivals, reduce vehicular movements conflicting with track clearance operations, improve overall traffic safety for train, vehicles, and pedestrians. The improvements of the project consist of safety and capacity enhancements to the existing at-grade crossings, which consist of improvements of the roadway and the railroad. The public will benefit from the proposed project through improvements to both public safety and convenience.

Associated Crossings	CPUC #	DOT #
E. Ellis Avenue Highway-Rail Crossing	101-PV-84.19	027350V
Mapes Road Highway-Rail Crossing	101-PV-85.89	027352J

The PROJECT proposes to construct improvements on the crossings, which includes the following improvements as approved in the California Public Utilities Commission (CPUC) GO-88B Authorization letter:

- Widen E. Ellis Ave and realign Mapes Rd
- Install CPUC Standard 9 and 9-E warning devices
- Install CPUC Standard 9 pedestrian gates
- Reconstruct concrete median islands
- Modify all signing and striping to accommodate roadway improvements.
- Install new sidewalks, self-closing emergency exit swing gates, ADA truncated domes, 12" white line at crosswalks, hand railing, new AC pavement at the crossings as required
- Install pedestrian barricades on the east side of both crossings where pedestrian crossings is not allowed
- Install extinguishable message "No Right Turn" signs
- Make traffic signal improvements and install a pre-signal including modify the traffic signal system
- Interconnect the proposed pre-signal signals with the railroad warning devices, including advance preemption
- Install detectable warning strips on all sidewalk crossing approaches
- Install California Manual on Uniform Traffic Control Devices (CA MUTCD) compliant signage and pavement markings, including R8-8 "DO NOT STOP ON TRACKS" signs, R10-6 "STOP HERE ON RED" signs, W10-1 advance warning signs, "RXR" and railroad limit pavement markings
- Install Right-of-Way fencing
- Extend existing culvert at E. Ellis Ave
- Install new culvert at the realigned location of Mapes Rd

All railroad signal, communication, and track systems will be Positive Train Control compliant.

EXHIBIT B-2

To Construction and Maintenance Agreement

for

E. Ellis Avenue & Mapes Road
Crossing Improvements

Cover Sheet for the

Railroad Location Print

Exhibit B-2 Railroad Location Print

Figure 1: Location Map

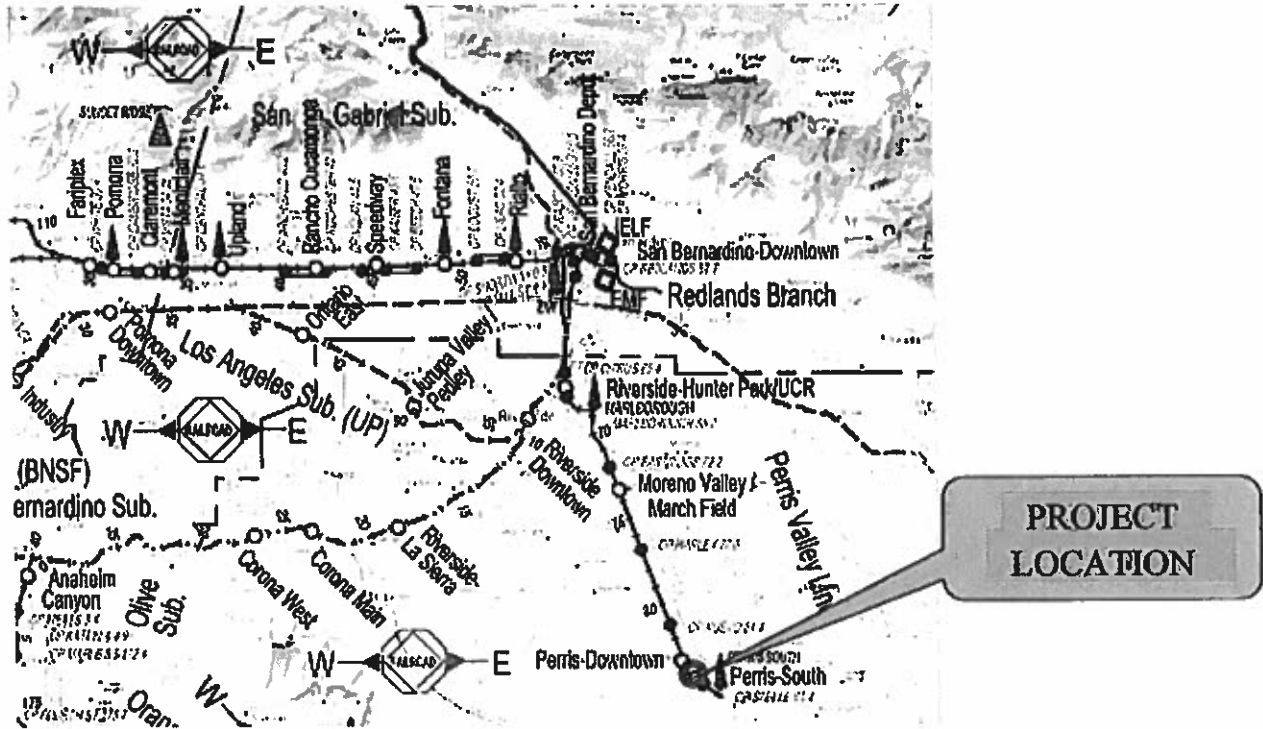


Figure 2: Vicinity Maps





EXHIBIT B-3

To Construction and Maintenance Agreement

for

E. Ellis Avenue & Mapes Road
Crossing Improvements

Cover Sheet for the

PROJECT Plans

**IN THE CITY OF PERRIS, STATE OF CALIFORNIA
IMPROVEMENT PLANS FOR
SOUTH PERRIS INDUSTRIAL NORTH SITE III PLAN B
P8-1106B, DPR 08-01-0007
SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY PROJECT #861006**

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2. ELITE AVENUE IMPROVEMENTS
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EASTERN MUNICIPAL WATER DISTRICT SOUTH PERRIS IN HOME DEPARTMENT STREET IMPROVEMENT AND RECYCLED WATER IMPROVEMENT PLANS

1. EASTERN MUNICIPAL WATER DISTRICT SOUTH PERRIS IN HOME DEPARTMENT STREET IMPROVEMENT AND RECYCLED WATER IMPROVEMENT PLANS

TRANSFORMER TRUCKS CONTROL PLANS - CASE ROAD, MARSHES ROAD & JAMES ROAD

1. TRANSFORMER TRUCKS CONTROL PLANS - CASE ROAD, MARSHES ROAD & JAMES ROAD

TRANSFORMER TRUCKS CONTROL PLANS - ELITE AVENUE AND BEN JAMES AVENUE

1. TRANSFORMER TRUCKS CONTROL PLANS - ELITE AVENUE AND BEN JAMES AVENUE

TRANSFORMER TRUCKS CONTROL PLANS - ELITE AVENUE AND BEN JAMES AVENUE

1. TRANSFORMER TRUCKS CONTROL PLANS - ELITE AVENUE AND BEN JAMES AVENUE

PROPOSED BRIDGE TO SERVE THE HOME DEPT. OVERPASS

1. PROPOSED BRIDGE TO SERVE THE HOME DEPT. OVERPASS

PROPOSED BRIDGE TO SERVE THE HOME DEPT. OVERPASS

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PROPOSED BRIDGE TO SERVE THE HOME DEPT. OVERPASS

1. PROPOSED BRIDGE TO SERVE THE HOME DEPT. OVERPASS

KEY LEGEND

1. EXISTING PAVEMENT
2. EXISTING CURB
3. EXISTING SIDEWALK
4. EXISTING UTILITY
5. EXISTING TREE
6. EXISTING SIGN
7. EXISTING LIGHT
8. EXISTING FENCE
9. EXISTING WALL
10. EXISTING DRIVE

PROPOSED BRIDGE TO SERVE THE HOME DEPT. OVERPASS



PROPOSED BRIDGE TO SERVE THE HOME DEPT. OVERPASS

1. PROPOSED BRIDGE TO SERVE THE HOME DEPT. OVERPASS

	Underground Service Area Call Toll Free 811 www.811.org	CITY OF PERRIS SOUTH-CENTRAL REGIONAL RAIL AIRPORT SUBSTATION TITLE SHEET	SHEET NO. 0888
	DATE: 08/01/07 DRAWN BY: [Name] CHECKED BY: [Name]	SCALE: 1" = 100'-0"	PROJECT NO.: P8-1106B
CITY OF PERRIS ENGINEER	CITY OF PERRIS ENGINEER	CITY OF PERRIS ENGINEER	CITY OF PERRIS ENGINEER

NOT FOR CONSTRUCTION

EXHIBIT B-4

To Construction and Maintenance Agreement

for

E. Ellis Avenue & Mapes Road
Crossing Improvements

Cover Sheet for the

PROJECT Specifications

**Exhibit B-4
PROJECT Specifications**



**METROLINK.
SCRR
STANDARD
SPECIFICATIONS**



FINAL

February 2022

EXHIBIT B-5

To Construction and Maintenance Agreement

for

E. Ellis Avenue & Mapes Road
Crossing Improvements

Cover Sheet for the

SCRRA Form of Approval for CITY WORK

PS&E

Exhibit B-5
SCRRA Form of Approval for CITY WORK PS&E

The City is currently completing the PS&E and once finalized and approved by SCRRA the approval will be incorporated into this Agreement.

EXHIBIT B-6

To Construction and Maintenance Agreement

for

E. Ellis Avenue & Mapes Road
Crossing Improvements

Cover Sheet for the

List of CITY Design and Contractor
Submittals Requiring SCRRA Review

Exhibit B-6
List of CITY Design Submittals Requiring SCRRA Review

	DESCRIPTION	
	CROSSING LAYOUT	
	TRUCK TURNING TEMPLATES	
	SIGNING AND STRIPING PLANS	
	CROSSING ROADWAY PROFILES	
	TRAFFIC SIGNAL PLANS	
	RIGHT OF WAY FENCING PLANS	
	UTILITY RELOCATION PLANS	

Exhibit B-6
List of Contractor Submittals Requiring SCRRRA Review

ALL SUBMITTALS SHALL BE IN ACCORDANCE WITH SPECIFICATION
as incorporated in SCRRRA Form 37
(COORDINATION WITH RAILROAD OPERATIONS)

SECTION	DESCRIPTION	ARTICLE
SECTION 1	CONSTRUCTION SCHEDULE	1.4
SECTION 1	WEEKLY LOOK-AHEAD SCHEDULE	1.4
SECTION 1	DOCUMENT CONTROL PLAN	1.4
SECTION 1	TESTING AND INSPECTION PLAN	1.4
SECTION 1	SITE SPECIFIC WORK PLANS	1.4
SECTION 4	REQUESTING WORK WINDOWS	4.4
SECTION 5	DEMOLITION AND REMOVAL PLANS	5.1
SECTION 5	EXCAVATION AND BACKFILL PLANS	5.2
SECTION 5	TRACK MONITORING PLAN	5.3
SECTION 5	DRILLING AND PILE DRIVING PLANS	5.4
SECTION 5	BORING AND JACKING PLANS	5.5
SECTION 5	BORING AND JACKING TRACK MONITORING PLAN	5.6
SECTION 5	TEMPORARY STRUCTURES PLANS	5.7
SECTION 5	CLEARANCES	5.8
SECTION 5	TEMPORARY TRAFFIC CONTROL PLANS	5.9

EXHIBIT C-1

To Construction and Maintenance Agreement

for

E. Ellis Avenue & Mapes Road
Crossing Improvements

Cover Sheet for the

Easements of CROSSING AREAS

**Exhibit C-1
Easements of CROSSING AREAS**

**EXHIBIT "A"
A.P.N. 310-160-039
OFFER OF DEDICATION
PUBLIC STREET & HIGHWAY PURPOSES
LEGAL DESCRIPTION**

PARCEL 1

THAT PORTION OF THE ATCHISON TOPEKA AND SANTA FE RAILROAD RIGHT OF WAY (100.00 FEET IN WIDTH) AS SHOWN BY UNITED STATES GOVERNMENT SURVEY, LYING IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, SAID PORTION BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID RAILROAD WITH THE NORTHERLY RIGHT OF WAY LINE OF ELLIS AVENUE (30.00 FEET IN NORTHERLY HALF WIDTH) AS SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 88, PAGE 51, OF RECORDS OF SURVEY, RECORDS OF SAID RIVERSIDE COUNTY;

THENCE NORTH 89°35'11" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 170.02 FEET TO THE INTERSECTION WITH THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID RAILROAD RIGHT OF WAY SAID SOUTHWESTERLY RIGHT OF WAY LINE BEING THE NORTHEASTERLY RIGHT OF WAY LINE OF CHASE ROAD (40.00 FEET FULL WIDTH) PER BOOK 147 OF DEEDS, PAGE 1, RECORDED DECEMBER 20, 1900;

THENCE NORTH 53°33'30" WEST ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 88.74 FEET TO A POINT THEREON;

THENCE LEAVING SAID RIGHT OF WAY LINE NORTH 36°26'30" EAST, A DISTANCE OF 7.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT NORTHEASTERLY 7.00 FEET, MEASURED AT A RIGHT ANGLE, TO SAID SOUTHWESTERLY RIGHT OF WAY LINE;

THENCE ALONG SAID PARALLEL LINE SOUTH 53°33'30" EAST, A DISTANCE OF 11.75 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 52.00 FEET;

THENCE SOUTHEASTERLY AND EASTERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 36°01'41", AN ARC DISTANCE OF 32.70 FEET;

THENCE SOUTH 89°35'11" EAST, A DISTANCE OF 13.76 FEET;

EXHIBIT "A"
A.P.N. 310-160-039
OFFER OF DEDICATION
PUBLIC STREET & HIGHWAY PURPOSES
LEGAL DESCRIPTION

THENCE NORTH 36°22'11" EAST, A DISTANCE OF 74.96 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID RAILROAD;

THENCE SOUTH 53°33'30" EAST ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 172.87 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.25 ACRE, MORE OR LESS.

PARCEL 2

THAT PORTION OF THE ATCHISON TOPEKA AND SANTA FE RAILROAD RIGHT OF WAY (100.00 FEET IN WIDTH) AS SHOWN BY UNITED STATES GOVERNMENT SURVEY, LYING IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, SAID PORTION BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERLY CORNER OF BLOCK 6 OF WALKER'S SUBDIVISION, AS SHOWN BY MAP ON FILE IN BOOK 10, AT PAGE 493 OF MAPS, RECORDS OF SAN DIEGO COUNTY, BEING A POINT ON THE SOUTHERLY PROLONGATION OF THE EASTERLY RIGHT OF WAY LINE OF "G" STREET AS SHOWN ON SAID SUBDIVISION;

THENCE SOUTH 53°33'30" EAST ALONG NORTHEASTERLY LINE OF SAID BLOCK 6, A DISTANCE OF 580.88 FEET TO A POINT THEREON;

THENCE NORTH 51°50'24" WEST, A DISTANCE OF 166.74 FEET;

THENCE NORTH 53°33'30" WEST, A DISTANCE OF 50.91 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 3995.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 2°37'21", AN ARC DISTANCE OF 182.85 FEET;

THENCE NORTH 50°56'09" WEST, A DISTANCE OF 8.30 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 4531.00 FEET;

EXHIBIT "A"
A.P.N. 310-160-039
OFFER OF DEDICATION
PUBLIC STREET & HIGHWAY PURPOSES
LEGAL DESCRIPTION

THENCE NORTHWESTERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 2°01'06", AN ARC DISTANCE OF 159.61 FEET;

THENCE NORTH 53°33'30" WEST, A DISTANCE OF 22.93 FEET TO A POINT ON SAID SOUTHERLY PROLONGATION;

THENCE SOUTH 0°21'02" WEST ALONG SAID SOUTHERLY PROLONGATION, A DISTANCE OF 17.40 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.09 ACRE, MORE OR LESS.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.

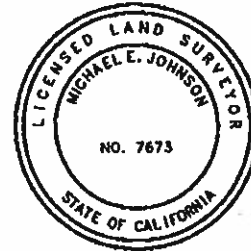
PREPARED UNDER MY SUPERVISION



Michael E. Johnson, L.S. 7673

02/09/22

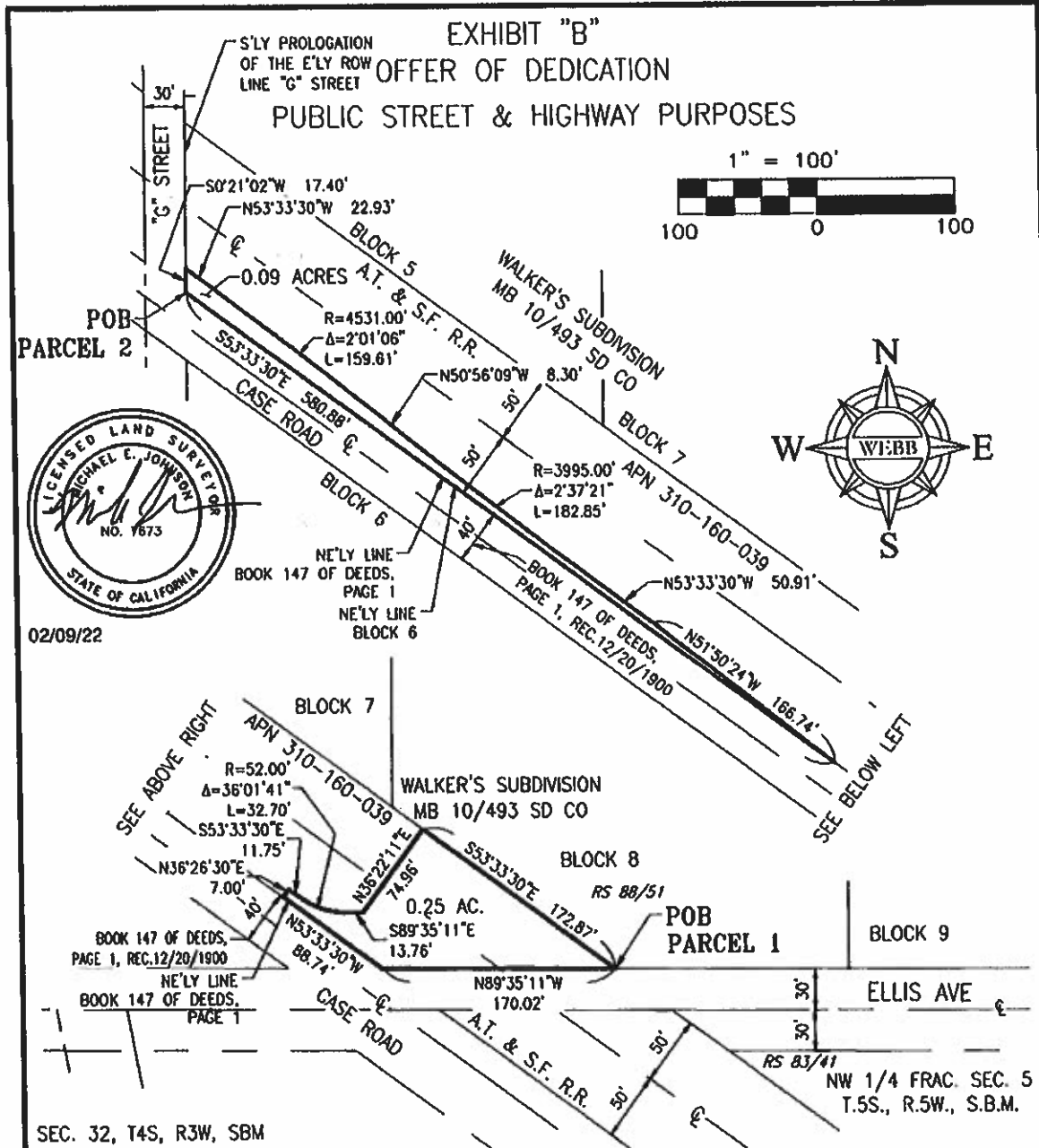
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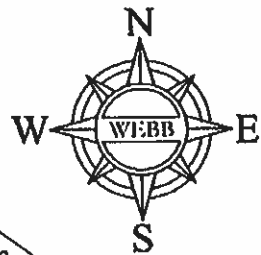
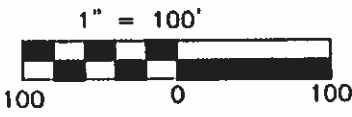
Prepared By: ALR
Checked By: MI

EXHIBIT "B"

OFFER OF DEDICATION
PUBLIC STREET & HIGHWAY PURPOSES



02/09/22



SEC. 32, T4S, R3W, SBM

ALBERT A.
WEBB
ASSOCIATES

CITY OF PERRIS

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THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT.
ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 1 OF 1
W.O.
20-0182

SCALE: 1"=100' DRWN BY ALR DATE 9/8/21
CHKD BY JMG DATE 02/07/22 SUBJECT: OFFER OF DEDICATION FOR PUBLIC STREET & HIGHWAY PURPOSES

EXHIBIT "A"
A.P.N. 330-090-023
OFFER OF DEDICATION
PUBLIC STREET & HIGHWAY PURPOSES
LEGAL DESCRIPTION

THAT PORTION OF THE ATCHISON TOPEKA AND SANTA FE RAILROAD RIGHT OF WAY (100.00 FEET IN WIDTH) LYING WITHIN THE NORTHWEST QUARTER OF FRACTIONAL SECTION 5, TOWNSHIP 5 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY, SAID PORTION BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID RAILROAD WITH THE SOUTHERLY RIGHT OF WAY LINE OF ELLIS ROAD (30.00 FEET IN SOUTHERLY HALF WIDTH) AS SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 83, PAGE 41, OF RECORDS OF SURVEY, RECORDS OF SAID RIVERSIDE COUNTY;

THENCE NORTH 53°33'30" WEST ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 51.00 FEET TO THE INTERSECTION WITH THE CENTERLINE OF SAID ELLIS AVENUE;

THENCE NORTH 89°35'11" WEST ALONG SAID CENTERLINE OF ELLIS AVENUE, A DISTANCE OF 170.02 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID RAILROAD RIGHT OF WAY;

THENCE SOUTH 53°33'30" EAST ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 708.23 FEET TO A POINT THEREON, SAID POINT BEING THE POINT OF CUSP OF A TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 994.00 FEET, THE RADIAL LINE FROM SAID POINT BEARS NORTH 36°26'30" EAST;

THENCE NORTHWESTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 5°42'38" FEET, AN ARC DISTANCE OF 99.07 FEET;

THENCE NORTH 47°50'52" WEST, A DISTANCE OF 20.85 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1006.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 5°42'38" FEET, AN ARC DISTANCE OF 100.27 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT NORTHWESTERLY 12.00 FEET,

MEASURED AT A RIGHT ANGLE, FROM SAID SOUTHWESTERLY RIGHT OF WAY LINE;

THENCE NORTH 53°33'30" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 280.81 FEET;

THENCE NORTH 47°50'52" WEST, A DISTANCE OF 27.68 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 34.00 FEET;

THENCE NORTHWESTERLY, NORTHERLY, AND NORTHEASTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 132°33'03", AN ARC DISTANCE OF 78.66 FEET;

THENCE NORTH 84°42'11" EAST, A DISTANCE OF 38.35 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 1.00 FOOT SOUTHERLY, MEASURED AT A RIGHT ANGLE, FROM SAID SOUTHERLY RIGHT OF WAY LINE OF ELLIS AVENUE;

THENCE SOUTH 89°35'11" EAST, A DISTANCE OF 0.87 FEET TO A POINT ON SAID NORTHEASTERLY RIGHT OF WAY LINE OF SAID RAILROAD;

THENCE NORTH 53°33'30" WEST ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 1.70 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.34 ACRE, MORE OR LESS.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.

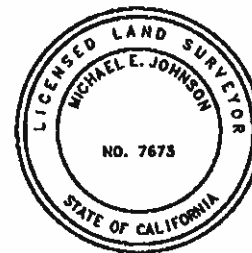
PREPARED UNDER MY SUPERVISION



Michael E. Johnson, L.S. 7673

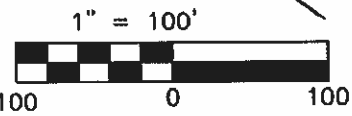
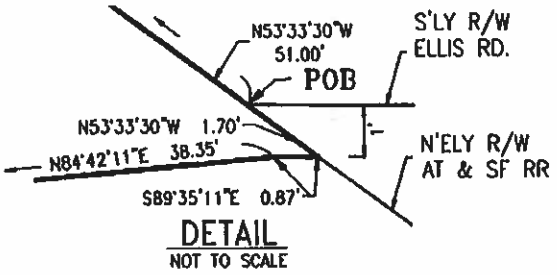
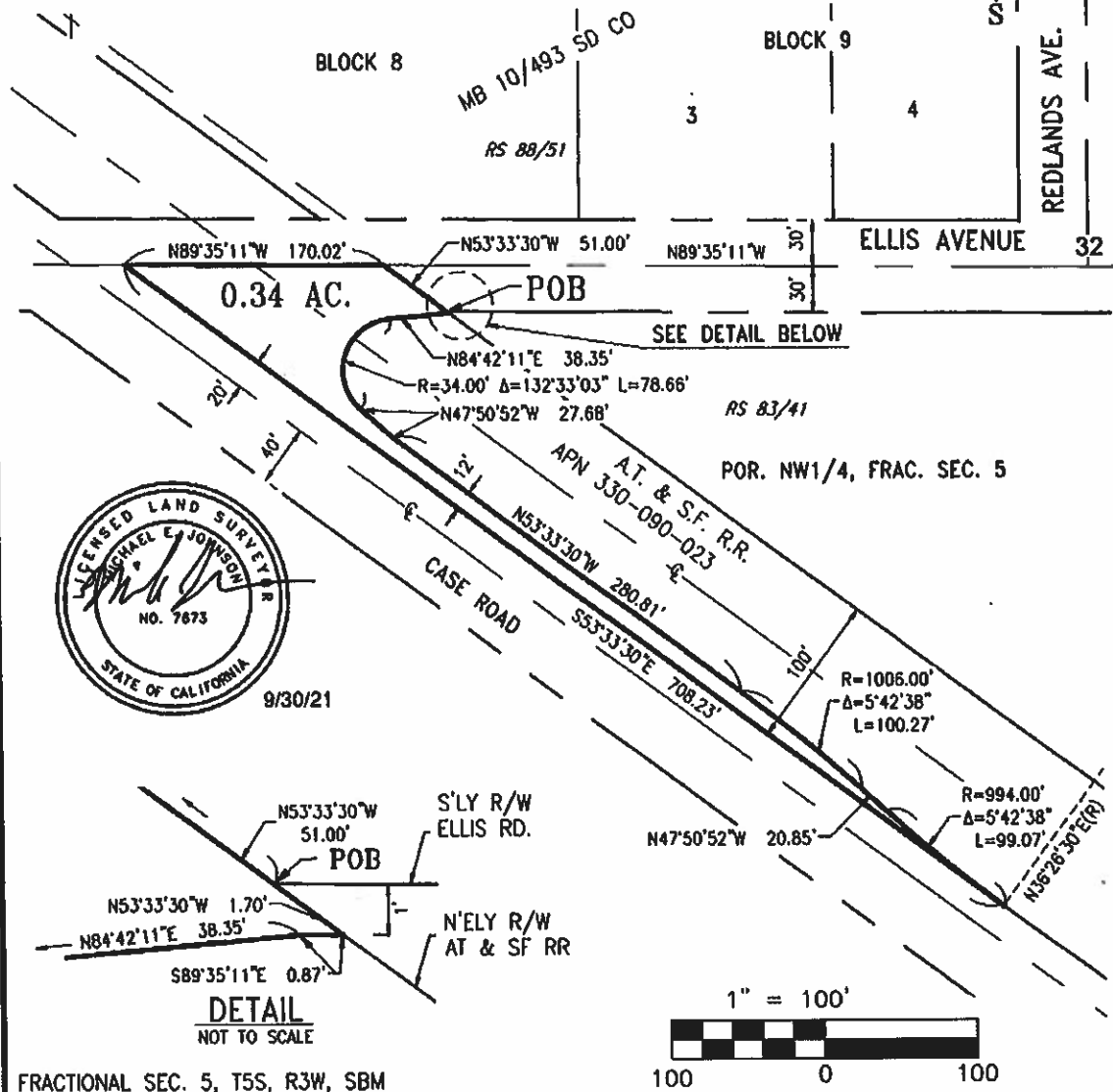
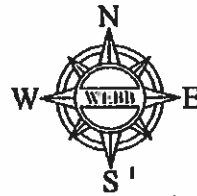
09/30/21

Date



Prepared By: LB
Checked By: MJ

EXHIBIT "B"
OFFER OF DEDICATION
PUBLIC STREET & HIGHWAY PURPOSES



FRACTIONAL SEC. 5, T5S, R3W, SBM

ALBERT A.
WEBB
ASSOCIATES

CITY OF PERRIS

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THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT.
ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 1 OF 1
W.O. 20-0182

SCALE: 1"=100' DRWN BY LB DATE 2/20/21 CHKD BY MJ DATE SUBJECT: OFFER OF DEDICATION FOR PUBLIC STREET & HIGHWAY PURPOSES

EXHIBIT "A"
A.P.N. 327-210-008
OFFER OF DEDICATION
PUBLIC STREET & HIGHWAY PURPOSES
LEGAL DESCRIPTION

THAT PORTION OF THAT CERTAIN PARCEL OF LAND GRANTED TO RIVERSIDE COUNTY TRANSPORTATION COMMISSION BY GRANT DEED RECORDED OCTOBER 22, 2012 AS DOCUMENT NO. 2012-0504524, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN SECTION 9, TOWNSHIP 5 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1529 OF ROMOLA FARMS NO. 16, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 16, PAGE 12 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID POINT BEING AN INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF MAPES ROAD (60.00 FEET IN FULL WIDTH) WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY DESCRIBED IN PARCEL 38 OF SAID GRANT DEED;

THENCE SOUTH 53°33'30" EAST ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 142.03 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 53°33'30" EAST ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 95.00 FEET TO A POINT THEREON;

THENCE LEAVING SAID RIGHT OF WAY LINE SOUTH 36°26'37" WEST, A DISTANCE OF 5.25 FEET;

THENCE SOUTH 31°17'02" WEST, A DISTANCE OF 19.92 FEET;

THENCE SOUTH 6°57'06" EAST, A DISTANCE OF 103.08 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID RAILWAY;

THENCE NORTH 53°33'30" WEST ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 318.87 FEET;

THENCE LEAVING SAID SOUTHWESTERLY RIGHT OF WAY LINE SOUTH 59°16'08" EAST, A DISTANCE OF 69.06 FEET;

THENCE NORTH 77°59'48" EAST, A DISTANCE OF 124.45 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 16,952 SQUARE FEET, MORE OR LESS.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.

PREPARED UNDER MY SUPERVISION



Michael E. Johnson, L.S. 7673

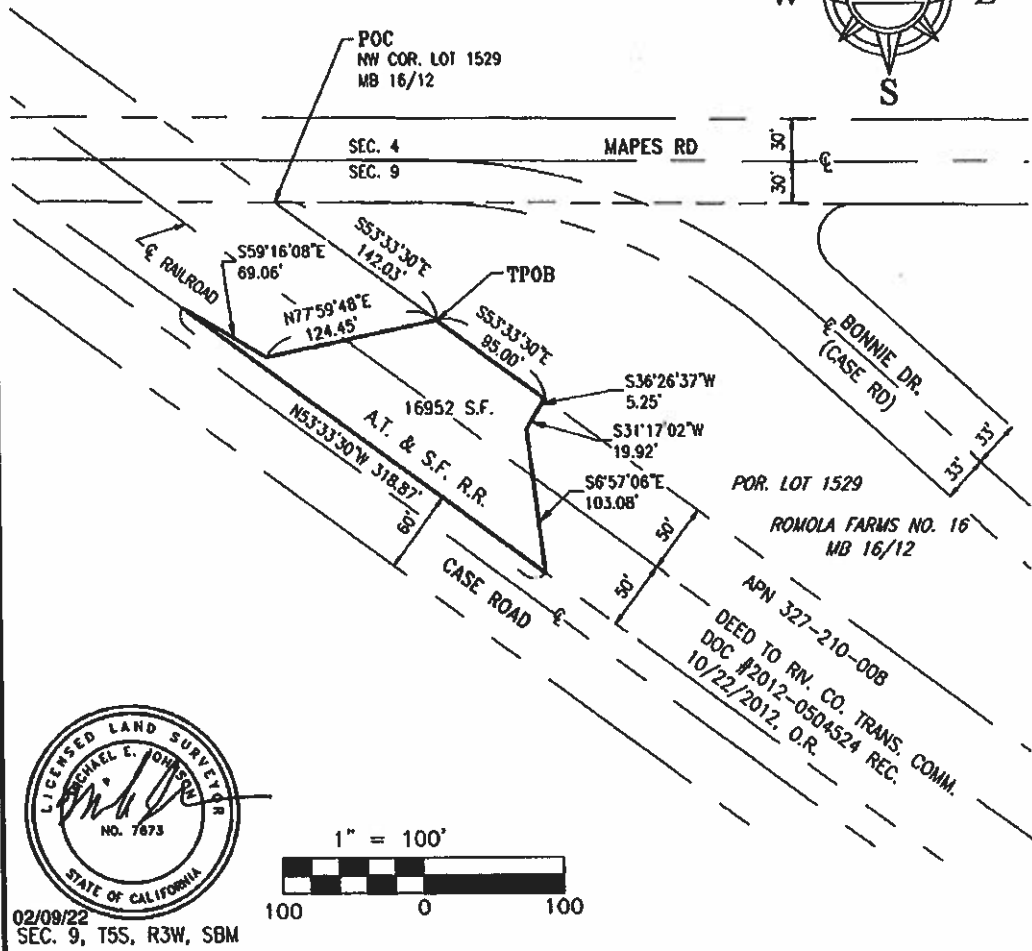
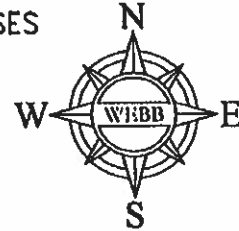
02/09/22

Date

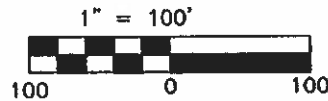


Prepared By: LB
Checked By: MJ

EXHIBIT "B"
OFFER OF DEDICATION
PUBLIC STREET & HIGHWAY PURPOSES



02/09/22
 SEC. 9, T5S, R3W, SBM



ALBERT A. WEBB ASSOCIATES		CITY OF PERRIS	
H:\2020\20-0182\Drawings\Mapping\Legals & Plats\RW DEDICATION\20-0182 AREA13-RW19_PLAT.dwg 1/31/2022 2:20 PM		SHEET 1 OF 1	
THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.		W.O. 20-0182	
SCALE: 1"=100'	DRWN BY LB CHKD BY JZ	DATE 2/17/21 DATE 02/09/22	SUBJECT: OFFER OF DEDICATION FOR PUBLIC STREET & HIGHWAY PURPOSES

EXHIBIT D-1

To Construction and Maintenance Agreement

for

E. Ellis Avenue & Mapes Road
Crossing Improvements

Cover Sheet for the

CITY Scope of Work and Estimate

EXHIBIT D-1
CITY SCOPE OF WORK

CITY WORK by CITY is generally defined as the following activities:

- Widen E. Ellis Ave
- Realign Mapes Rd
- Reconstruct concrete median islands
- Modify all signing and striping to accommodate roadway improvements
- Install new sidewalks, self-closing emergency exit swing gates, ADA truncated domes, 12" white line at crosswalks, hand railing, pedestrian barricades, and new AC pavement at the crossings
- Install extinguishable message "No Right Turn" signs
- Make traffic signal improvements and install a pre-signal including modifying the traffic signal system
- Install intersection lighting
- Road improvements
- Modify all signing and striping to accommodate roadway improvements
- Install roadway signs
- Install interconnect cables up to RR signal house
- Incorporate new railroad preemption time
- Extend existing culvert and upgrade drainage
- Install railroad ROW fencing

EXHIBIT D-2

To Construction and Maintenance Agreement

for

E. Ellis Avenue & Mapes Road
Crossing Improvements

Cover Sheet for the

SCRRA Scope of Work and Estimate

EXHIBIT D-2
RAILROAD WORK AND COST ESTIMATE
E. Ellis Ave and Mapes Rd Crossing Improvements

RAILROAD WORK by SCRRA is generally defined as the following activities:

In support of the roadway modifications and improvements, SCRRA will provide advanced preemption timing through track circuitry and signal house improvements, and the installation of CPUC Standard No. 9 warning device assemblies, CPUC Standard No. 9-E exit warning device assemblies, and CPUC Standard No. 9 warning device assemblies for pedestrians on sidewalks. SCRRA will provide interconnection between the railroad and traffic systems. SCRRA will upgrade the track section of the two crossings to support the relocation of the existing Mapes Rd crossing and the widening of E. Ellis Ave. SCRRA will also provide railroad flagging and RWP safety training for City staff and contractor in connection and support of the CITY WORK within the railroad ROW.

RAILROAD WORK COST ESTIMATE as of May 2022.

The estimated cost for the RAILROAD WORK is provided below.

Trackwork (Includes Installation)		
Crossing (Ellis Ave)		\$180,000.00
Crossing (Mapes Rd)		\$240,000.00
Subtotal		\$420,000.00
Signal Material		
Ellis Ave		\$645,000.00
Mapes Rd		\$415,000.00
Sales Tax	9.0%	\$95,400.00
Freight	10.0%	\$106,000.00
Subtotal		\$1,261,400.00
Signal Installation		
Ellis Ave		\$1,100,000.00
Mapes Rd		\$400,000.00
Subtotal		\$1,500,000.00
Construction Subtotal		\$3,181,400.00
Mobilization	10.0%	\$318,140.00
Construction Total		\$3,499,540.00
Support Services		

PTC and Configuration Management Support	5.0%	\$174,977.00
C&S Systems Maintenance Support	3.0%	\$104,986.20
Design Support During Construction	8.0%	\$279,963.20
Construction Management and Inspection	9.0%	\$314,958.60
Agency Support	10.0%	\$349,954.00
Survey	2.0%	\$69,990.80
Flagging (RAILROAD WORK)	6.0%	\$209,972.40
Flagging & RWP Training (CITY WORK)		\$767,500.00
Contingency	10.0%	\$349,954.00
Subtotal		\$2,622,256.20
Total Cost		\$6,121,796.20
Total Cost (Rounded)		\$6,122,000.00

EXHIBIT E-1

To Construction and Maintenance Agreement

for

E. Ellis Avenue & Mapes Road
Crossing Improvements

SCRRA Highway-Rail Grade Crossings Manual,
Standards, and Criteria

Exhibit E-1

Please refer to the current SCRRA Grade Crossing Manual, Standards, and Excavation Support Criteria found in the Design Criteria Manual, Chapter 15 posted on Metrolink's website using the following links:

SCRRA Grade Crossing Manual

https://metrolinktrains.com/globalassets/about/engineering/scrra_grade_crossing_manual.pdf

SCRRA Grade Crossing Standards

<https://metrolinktrains.com/globalassets/about/engineering/4000-grade-xing.pdf>

SCRRA Excavation Support Criteria found in the Design Criteria Manual, Chapter 15

https://metrolinktrains.com/globalassets/about/engineering/scrra_design_criteria_manual.pdf

EXHIBIT E-2

To Construction and Maintenance Agreement

for

E. Ellis Avenue & Mapes Road
Crossing Improvements

Cover Sheet for the

Requirements of the Contractor(s)

**EXHIBIT E-2
REQUIREMENTS FOR CONTRACTORS**

COORDINATION WITH RAILROAD OPERATIONS

1.0 GENERAL REQUIREMENTS

1.1 DESCRIPTION

This Project includes construction work within the operating right-of-way of the Southern California Regional Rail Authority (SCRRA). This Exhibit E-2 describes coordination with the SCRRA when work by the Contractor will be performed upon, over, under, or adjacent to the RCTC right-of-way or may impact current or future SCRRA operations. The Contractor must coordinate with the SCRRA while performing the work described in the Contract, the Drawings, and the Specifications, and shall afford the same cooperation with the SCRRA as it does with the City. All submittals and work shall be completed in compliance with these Requirements, SCRRA guidelines and other requirements. Reference is made to the Construction and Maintenance Agreement between SCRRA and City (Construction and Maintenance Agreement) of which these Requirements are a part.

1.2 REQUIREMENTS OF THE CONTRACTOR

All railroad tracks within and adjacent to the Project site are to be assumed as active and rail traffic over these facilities must be maintained throughout the Project. Activities may include both through moves and switching moves to local customers. SCRRA and other railroad traffic and operations can occur continuously throughout the day and night on these tracks and shall be maintained at all times as defined herein. The Contractor shall coordinate and schedule the work so that construction activities do not interfere with SCRRA Operations.

The Contractor, and its sub-contractors of any tier (collectively referred to as the Contractor), must cooperate with SCRRA during construction of the Project when any of the following conditions are present:

- A. Where work is performed on the RCTC right-of-way;
- B. When the work is over or under or adjacent to the tracks of the SCRRA;
- C. When excavations are performed within 30-feet of the centerline of the nearest track; or
- D. When the work has the potential to foul (obstruct) any tracks or reduce any clearance below the allowable minimum.

The Contractor shall inform itself of the expected train movements prior to implementing its plans for any portion of the work.

The Contractor may not move, relocate, remove, obstruct, or otherwise interfere with any railroad tracks, signals, signs, flags, or other facilities, or any service or connection to any railroad facility.

All work on SCRRA tracks, signals, communication equipment, and other facilities must be performed by SCRRA.

The Contractor's right to enter the RCTC right-of-way is subject to the absolute right of SCRRA to cause the Contractor's work on the RCTC right-of-way to cease if, in the sole opinion of SCRRA, the Contractor's activities create a hazard to the RCTC right-of-way, or SCRRA employees, or SCRRA operations, or any combination thereof.

The Contractor shall execute and deliver duplicate copies of the SCRRA Form 6 – Temporary Right of Entry Agreement, in the form included with the Construction and Maintenance Agreement, Exhibit E-3. The Contractor shall comply with all requirements stipulated in the Right of Entry Agreement, and shall maintain all insurance in full force during the time that its work is performed on or adjacent to the RCTC right-of-way. The Contractor shall furnish Railroad Protective Insurance in the amounts listed in SCRRA Form 6 – Temporary Right of Entry Agreement as a requirement of working on or adjacent to the RCTC right-of-way

The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains. Work activities shall be confined to the times specified by SCRRA, unless otherwise permitted by SCRRA. Work windows that provide the Contractor exclusive track occupancy on all tracks will not be granted unless identified by SCRRA, and then only upon an advance notice of 75 calendar days prior to the date on which the work window is desired.

The details of construction affecting the RCTC right-of-way and tracks not included in the Contract Drawings must be submitted to the SCRRA for approval before work is undertaken and this work must not be undertaken until approved by the SCRRA.

A detailed construction schedule, including the proposed temporary horizontal and vertical clearances and construction sequence for all work to be performed, shall be provided by the Contractor to the City for submittal to the SCRRA for review and approval prior to commencement of work. This schedule shall also include the anticipated dates on which the above listed events will occur. This schedule shall be updated for all critical listed events as necessary but at least monthly so that site visits may be scheduled.

The Contractor must notify the SCRRA Project Representative, not less than 30 calendar days before commencing any work on RCTC right-of-way. Contractor's notification to SCRRA shall be in writing and must refer to the file no. referenced in the respective C&M Agreement. The Contractor shall perform no work on the RCTC right-of-way until all its employees, including sub-contractors of any tier, have attended and passed the Safety Orientation Class described in SCRRA Form 6 – Temporary Right-of-Entry Agreement.

The SCRRA Project Representative for this project is:

Maria Leible
Sr. Railroad Civil Engineer
Southern California Regional Rail Authority
2558 Supply Street, Pomona, California 91767
Phone: (213) 808-7144

All notices and submittals to the SCRRA Project Representative are to be made through the City's Resident Engineer or other designated representative of the City.

The Contractor, at its sole expense, shall adequately supervise all work to be performed by the Contractor. The responsibility of the Contractor shall not be lessened or otherwise affected by SCRRA's approval of the plans and specifications for the Project, or by the presence at the work site of a SCRRA or City Representative.

1.3 Submittals

Construction submittals requiring SCRRA approval, and Requests for Information (RFI) requiring a reply from SCRRA, must be forwarded to the City who in turn will forward to the SCRRA Project Representative. SCRRA shall be allowed 45 calendar days for review of all submittals. Upon written approval of the CITY, the contractor or contractors may make the submittals directly to SCRRA Project Representative and the City simultaneously.

The details of the construction affecting the operations, facilities, or right-of-way, or the operations or facilities of other entities using the right-of-way, not already included in the Project plans and specifications, shall be submitted by the Contractor for review by SCRRA. Written approval must be obtained from SCRRA before such construction is undertaken.

The SCRRA's review and approval of the City's or the Contractor's Plans in no way relieves the City and Contractor from their responsibilities, obligations or liabilities under the Contract between the City and the Contractor for the Project, or in the separate SCRRA Form 6 – Temporary Right of Entry Agreement. SCRRA's approval will be given with the understanding that the SCRRA makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of City's and/or Contractor's plans and that any reliance by the City or the Contractor with respect to such plans is at the risk of the City and the Contractor.

2.0 CONTRACTOR SAFETY REQUIREMENTS

2.1 CONTRACTOR GENERAL SAFETY REQUIREMENTS

Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by the Contractor within or adjacent to the RCTC right-of-way must be in compliance with this specification and

the requirements of SCRRA Form 6 – Temporary Right of Entry Agreement.

All personnel working on, over, or under the RCTC right-of-way must be equipped with personal protective equipment (PPE) meeting applicable OSHA and ANSI specifications. Personal protective equipment must be appropriate for the task performed. Employees, agents or invitees of Contractor shall possess the following minimum equipment while on the right-of-way:

- A. Safety glasses with side shields conforming to ANSI Z87.1 – Occupational and Educational Personal Eye and Face Protection Devices
- B. Protective Helmets (Hard Hats) conforming to ANSI Z89.1 – Requirements for Protective Headwear for Industrial Workers, Type I or II, Class G or E;
- C. Safety shoes with hardened toes conforming to ASTM F 2413. Shoes must lace above the ankle and have a defined heel.
- D. High visibility ORANGE (and only orange) retro-reflective work wear. (Green and Red shirts, vests, or other outerwear are not permitted within the RCTC right-of-way because of the use of the same colors for signals to trains).
- E. Evidence of SCRRA railroad safety training (decal or card).

Hearing protection, face and eye shields, fall protection, gloves, and respirators must be worn as required by State and Federal regulations.

The Contractor must not pile or store any materials, machinery or equipment within the RCTC Right-of-Way, or closer than 25'-0" to the center line of the nearest track, or in a manner that blocks access to SCRRA facilities and equipment. Dirt, aggregates, or other similar loose materials must be covered to prevent migration of the material toward the track. Dust or blowing soil or debris must be controlled in accordance with South Coast Air Quality Management District Rule No. 402 and Rule No. 403.

Materials, machinery or equipment must not be stored or left within 250 feet of any highway railroad at-grade crossings, where storage of the same will interfere with the sight distances of motorists approaching the crossing. Prior to beginning work, the Contractor must establish a storage area with concurrence of the SCRRA Project Representative.

Machines or vehicles must not be left unattended with the engine running. Parked machines and equipment must be turned off and must be in gear with brakes set. If equipped with blade, pan or bucket, the blade, pan or bucket is to be lowered to the ground. All machinery and equipment left unattended on RCTC right-of-way must be left inoperable and secured against movement.

The Contractor must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.

All wires and cables must be considered active, dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200 KV or below - 15 feet; 200 to 350 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

All damage to SCRRA Property, or any hazard noticed on passing trains must be reported immediately to the railroad flagger, if a flagger is present, or in the absence of a railroad flagger, to SCRRA's Metrolink Operations Center (MOC) at (888) 446-9721. Any vehicle or machine which comes in contact (regardless of the strength of the impact) with track, signal equipment, or a structure (e.g. bridge) may result in a train derailment and must be reported immediately to the SCRRA Project Representative and to the SCRRA Flagger, if a flagger is present, or in the absence of a railroad flagger, to SCRRA's MOC. Phone numbers for utility and SCRRA emergency response are to be obtained from the SCRRA Project Representative prior to the start of any work and must be posted at the job site.

Special permission must be obtained from the SCRRA before moving heavy or cumbersome objects or equipment which might result in making the track impassable.

Any employees, agents or invitees of Contractor or its sub-contractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the RCTC right-of-way and subsequently released to the custody of a representative of the Contractor's management. Future access to the RCTC right-of-way by that employee will be denied.

All persons are prohibited from having pocket knives, firearms or other deadly weapons in their possession while working on RCTC right-of-way.

2.2 SAFETY TRAINING AND COMMUNICATION

Before beginning any task on the RCTC right-of-way, a thorough job safety briefing must be conducted with all personnel involved with the task. The briefing must include the procedures the Contractor will use to prevent its employees, sub-contractors, agents or invitees from moving any equipment adjacent to or across any SCRRA tracks without the appropriate protection to railroad operations. Additional job safety briefings must be conducted anytime that the job tasks or conditions affecting the job tasks, change or are revised.

When Contractor employees are required to work on the RCTC right-of-way after normal working hours or on weekends, the SCRRA Project Representative must be notified. A minimum of two employees must be present at all times.

2.3 SCRRRA Railway Protective Services

The Contractor must request and arrange for a flagger, inspector and/or other protective services from SCRRRA authorized representative for the following conditions:

- A. When the Contractor's work activities are within the right of way of RCTC.
- B. When the Contractor's work activities are located over or under a track or tracks.
- C. When cranes, pile drivers, drill rigs, concrete pumps, or similar equipment positioned outside of the right-of-way could foul the track in the event of tip over or other catastrophic occurrence,
- D. When in the opinion of the SCRRRA it is necessary to safeguard the employees, trains, engines and facilities of SCRRRA.
- E. When any excavation is performed below the elevation of the track sub-grade, or track or other railroad facilities may be subject to movement or settlement.
- F. When work in any way interferes with the safe operation of trains at timetable speeds.
- G. When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.
- H. When clearing, grubbing, grading, or blasting is in proximity to the Property which, in the opinion of SCRRRA or representative of an SCRRRA member agency, may endanger the Property or operations.
- I. When street construction and maintenance activities, located within the right-of-way or in the vicinity of the highway-rail grade crossing, requiring temporary work area traffic control, which may affect or create unsafe conditions for employees, public, trains and vehicles.

Flagging services will be performed by SCRRRA using Federal Railroad Administration qualified Railway flaggers furnished through SCRRRA. Personnel of the Contractor may not perform flagging or other protective services for railroad operations.

Flagging services are generally provided by one employee who can protect up to 10 people. However, additional personnel may be required to protect the facilities and operations of SCRRRA, if deemed necessary by the SCRRRA Project Representative or other authorized SCRRRA employee. Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day. Additional overtime will be charged for the setting and removal of advance flags for work performed under Track Bulletins and Exclusive Track Occupancy rules.

The estimated cost for one (1) flagger is \$1,750 for a ten (10) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, railroad and unemployment insurance, public liability and property damage insurance, health and welfare benefits, transportation, meals, lodging and supervision. However, the flagging rate in effect at the time of performance of the

work by the Contractor hereunder will be used to calculate the actual costs of flagging pursuant to this paragraph. The City will reimburse SCRRA under a separate agreement for all cost and expense incurred by SCRRA in connection with the safety and protective services.

The Contractor shall call the phone number provided with the executed copy of SCRRA Form 6 – Temporary Right-of-Entry Agreement, a minimum of 25 calendar days in advance of the date that flagging services will be required. Flagmen will not be scheduled until the Contractor has executed the SCRRA Form 6 – Temporary Right of Entry Agreement.

2.4 Track Occupancy and Work Windows

The Contractor's operations are subordinate to the operation of trains on the RCTC right-of-way, whether passenger or freight. All work upon the RCTC right-of-way shall be done at such times and in such a manner as not to interfere with or endanger the SCRRA Operations. SCRRA will strive to cooperate with the Contractor such that the work may be handled and performed in an efficient manner, however, The Contractor will have no claim whatsoever for any type of damages or for extra or additional compensation in the event its work is delayed by rail operations.

Whenever work may affect the operations or safety of trains, the method of doing such work shall first be submitted to the SCRRA Project Representative for approval, but such approval shall not relieve the Contractor from any liability. Any work to be performed by the Contractor, which requires flagging service or inspection service, shall be deferred until the flagging protection required by the SCRRA is available at the job site.

There is one main track that crosses the Citrus Ave crossing. Trains of SCRRA and the BNSF Railway operate over the tracks traversing the Project site.

The average train traffic on this route is 1 freight trains per 24-hour period at a timetable speed of 20 MPH and 10 passenger trains at a timetable speed of 60 MPH. Passenger train traffic is approximately limited to the hours of 4:00 AM and 8:00 PM. Freight trains are operated 24 hours a day, seven days a week. In addition to scheduled freight service, extra freight trains may be operated as traffic warrants.

Track occupancy and work windows for this Project must be coordinated with SCRRA. SCRRA will provide the following Conditional Work Windows as defined below:

Conditional Work Window using Track Bulletin Form B (Form B): A period of time in which SCRRA operations have priority over construction activities. When construction activities may occur on the RCTC right-of-way or the activities have the potential to foul the track as defined above, a SCRRA flagger will be required. At the direction of the flagger, upon approach of a train, and when trains are present on the tracks, the tracks must be cleared and work stopped. To

clear tracks, no construction equipment, materials or personnel may remain within 25 feet of the centerline of the nearest track or as directed by the SCRRA flagger. Conditional Work Windows are available for the Project subject to SCRRA's local operating unit review and approval, however, construction activities utilizing cranes, pile drivers, drill rigs, concrete boom pumps or other swinging or boom operated equipment over the track or within 25-ft of the RCTC right-of-way may not be performed under Form B except on approval of SCRRA. Work under Track Bulletin Form B will not be available between 4:00 AM and 8:00 PM Monday through Friday.

Conditional Work Window Using Time Controlled Access (Track and Time): A period of time in which SCRRA operations have priority over construction activities, but limited periods free of train traffic may be provided subject to approval of the SCRRA dispatcher. A SCRRA flagger will be required. Track and Time will typically be issued in 30-minute increments during non-peak periods between 4:00 AM and 10:00 PM. Track and Time will not be available during peak commuting periods, or when the scheduled time between passenger trains is 45 minutes or less. At the expiration of the allowed time, the tracks must be cleared (i.e., no construction equipment, materials or personnel within 25 feet from the centerline of the nearest track or as directed by the SCRRA flagger). Track and Time Conditional Work Windows on one main track are available for the Project subject to the approval of the SCRRA dispatcher between the hours of 8:00 PM and 4:00 AM Daily, and on two main tracks between the hours of Midnight and 4:00 AM.

Track Out of Service Single or Multiple Track: A period of time in which train operations are restricted to specific tracks. One or more SCRRA flagmen are required. One main track may be removed from service between the hours of 8:00 PM and 4:00 AM except in cases of unusual occurrences. Two main tracks may be removed from service between the hours of 12:00 Midnight and 4:00 AM except in cases of unusual occurrences. Exclusive Track Occupancy on Main Track 1 and Main Track 2 at other times is not available.

The Contractor shall make requests in writing to the SCRRA Project Representative and the City for Conditional Work Windows, at least 25 calendar days in advance of the desired Conditional Work Windows. The written request must include:

- A. Description of work to be performed
- B. Description of tasks, equipment utilized, and sequence of work
- C. Drawing illustrating the work, lay-down, parking and staging areas
- D. Drawings illustrating Temporary Traffic Control in vicinity of tracks
- E. A schedule of the days and hours that work will be performed
- F. The exact location of the work and proximity to the tracks
- G. The type of window and amount of time requested
- H. The designated contact person for the Contractor

The Contractor shall provide a written confirmation notice to the SCRRA Project Representative not less than 25 calendar days prior to commencing work in connection with the approved work

windows when work will be performed within the RCTC right-of-way. All work shall be performed in accordance with previously approved work plans.

Should a condition arise from, or in connection with, the Project work which requires immediate and unusual actions to be made to protect operations and property of the SCRRA, the Contractor shall undertake such actions. If, in the judgment of the SCRRA or the City, such actions are insufficient, the SCRRA may require or provide such actions as deemed necessary. In any event, such actions shall be at the Contractor's expense and without cost to the SCRRA. The SCRRA or City have the right to order the Contractor to temporarily cease operations in the event of an emergency or if, in the opinion of the SCRRA or City, the Contractor's operations may inhibit the SCRRA Operations. In the event such an order is given, the Contractor shall immediately notify the City of the order.

3.0 PROTECTION OF SIGNALS, COMMUNICATION LINES, AND UTILITIES

3.1 SIGNALS, COMMUNICATION FACILITIES, AND UTILITIES

Signal, communication, fiber-optic, petroleum, natural gas, electric power and other utilities are present in the RCTC right-of-way. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits, danger to train operations, and release of potentially flammable compounds. The Contractor shall be required to take special precautions and care in connection with excavating and shoring. Excavations for construction of footings, piers, columns, walls or other facilities that require shoring shall comply with requirements of all applicable laws and regulations, and the SCRRA "Excavation Support Criteria."

Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within the Project work area by calling the Southern California Underground Service Alert. SCRRA is not a member of Underground Service Alert (DigAlert) and SCRRA signal and communication lines must be located separately. The Contractor must contact the SCRRA Signal Department separately. All underground and overhead wires will be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.

In addition to calling the Southern California Underground Service Alert (Dig Alert), the Contractor shall call the SCRRA's "Call Before Your Dig" number at least 72 hours prior to commencing work at (909) 592-1346 during normal business hours. In case of emergencies involving SCRRA signal or communication facilities, the Contractor shall call (888) 446-9721. The signal and communication emergency phone line is staffed 24 hours a day, 7 days a week. If a telecommunications system is buried anywhere on or near SCRRA property, the Contractor will co-ordinate with the SCRRA and the Telecommunication Company to arrange for relocation or other protection of the system prior to beginning any work on or near SCRRA property.

It shall be the responsibility of the Contractor, through the City, to make arrangements directly with utility companies involving the protection, encasement, reinforcement, relocation, replacement, removing or abandonment in place of non-railroad facilities affected by the Project. SCRRRA has no obligation to supply additional SCRRRA property for non-railroad facilities affected by this Project, nor does the SCRRRA have any obligation to permit non railroad facilities to be abandoned in place or relocated on RCTC's property. Any facility or utility that crosses the RCTC right of way must be covered under an agreement or license with RCTC including, without limitation, any relocation of an existing facility or utility.

SCRRRA will, if required, rearrange its communications and signal lines, grade crossing warning devices, train signals, tracks and facilities that are in use and maintained by SCRRRA forces in connection with its operation. This work by the SCRRRA will be done by its own forces or by Contractors under a continuing contract and is not a part of the work under the Contract for the construction of the Project. The Contractor must allow sufficient time in its schedule to permit SCRRRA to issue the necessary task orders to its contractors order material, and perform any necessary work.

4.0 CONSTRUCTION

4.1 Excavation

The Contractor shall not make any excavations on the RCTC right-of-way, nor within the zone of railroad load influence as shown in the SCRRRA Excavation Support Criteria, until the Contractor's support of excavation plans and calculations are approved in writing by SCRRRA.

The Contractor must cease all work and notify the SCRRRA immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work must be performed until the exact location has been determined. There will be no exceptions to these requirements.

All excavations must be conducted in compliance with applicable law and regulations and, regardless of depth, must be shored when within the zone of railroad load influence, or when necessary to protect structures, facilities, or personnel. Excavations located on the RCTC right-of-way shall conform to the SCRRRA Excavation Support Criteria. Designs for all temporary structures supporting tracks or excavations adjacent to the tracks shall include railway surcharge loading imposed by a Cooper E-80 live load.

Any excavations, holes or trenches on the RCTC right-of-way must be covered, guarded and protected when work is not actively prosecuted. When leaving work site areas at night and over

weekends, the areas must be secured and left in a condition that will ensure that SCRRA employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as quickly as practicable.

4.2 Protection of Track

The Contractor must take protective measures necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from its operations or weather. No portion of any equipment may be set or operated on the tracks at any time. The Contractor will be required to use powered lifting devices such as cranes or winches to place or to remove any forms or falsework over SCRRA's tracks.

The Contractor shall not drop material onto the tracks at any time except upon prior written approval of SCRRA, and only upon the concurrent approval by SCRRA of the Contractor's method of protecting the track from impacts and debris. No blasting shall be performed on or adjacent to the right-of-way without the written approval of SCRRA. Driven piles shall be limited to locations shown on the Contract Drawings or, if needed for temporary support of excavation, to the locations approved by SCRRA. The track shall be monitored by differential leveling for vertical displacement during any pile driving or other operations capable of displacing the ground.

The Contractor, at its expense, shall maintain all ditches and drainage structures free of silt or other obstructions which may result from the Contractor's operations and to repair and restore any SCRRA property, tracks and facilities of SCRRA and its tenants and other having the right to use the RCTC right-of-way. The Contractor must submit a proposed method of erosion control and have the method reviewed and approved by the SCRRA prior to beginning any grading on the project site. Erosion control methods must comply with all applicable local, state and federal regulations.

Tracks, ballast, and other SCRRA facilities must be covered and protected during any demolition or removal operations over or in the vicinity of the tracks. The Contractor shall submit its plans for protection of the tracks to the SCRRA Project Representative for approval, and receive approval, prior to beginning any demolition or removal operations.

At other than public road crossings, the Contractor shall not move any equipment or materials across SCRRA's tracks until permission has been obtained from the SCRRA, and the Contractor has obtained a "Temporary Private Crossing Agreement" from the SCRRA. The temporary crossing shall be constructed in accordance with SCRRA standards and gated and locked at all times when not required for use by the Contractor. Temporary crossings for the use of the Contractor will be at the expense of the Contractor.

Notwithstanding any approval by SCRRA, the Contractor shall be responsible for the protection

of the track, signals, communications, SCRRA operations, and the public. Damage to railway facilities resulting from Contractor's operations will be repaired or replaced by SCRRA and the cost of such repairs or replacement shall be paid to SCRRA by the Contractor. The Contractor shall maintain appropriate barriers or fencing to prevent the use of the RCTC right-of-way by the public at all times during construction. The Contractor shall maintain all barriers, fencing, and temporary construction works in good repair and free of graffiti at all times. The Contractor shall provide additional fencing or barriers as needed to deter the public from entering the right-of-way within the limits of the construction.

4.3 Clearances

The Contractor must not pile or store any materials, machinery or equipment closer than 25'-0" to the center line of the nearest SCRRA track. Materials, machinery or equipment must not be stored or left within 250 feet of any highway railroad at-grade crossings, where storage of the same will interfere with the sight distances of motorists approaching the crossing. Prior to beginning work, the Contractor must establish a storage area with concurrence of the Railroad's representative.

Unless shown otherwise on the Contract Drawings, the Contractor shall abide by the following temporary clearances during construction. The Contractor shall not place forms, materials, spoils, or other temporary constructions, including bracing or work platforms, within the clear area unless approved in writing by SCRRA:

- 12'-0" Horizontally at right angles from centerline of nearest track
- 22'-6" Vertically above top of rail
- 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts
- 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
- 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
- 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts

At no time shall the Contractor reduce the minimum clearances required by the California Public Utilities Commission (CPUC) General Order 26-D, or block or restrict the visibility of any signal or railroad warning device. Any infringement within the clearances established by General Order 26-D due to the Contractor's operations must be submitted to the SCRRA and to the City and must not be undertaken until approved in writing by the SCRRA, and until the City has obtained any necessary authorization from the CPUC for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending approval by SCRRA, or approval by the CPUC, or both.

In the case of impaired vertical clearance above top of rail, SCRRA will have the option of installing tell-tales or other protective devices SCRRA deems necessary for protection of SCRRA operations. The cost of tell-tales or protective devices will be borne by the Contractor.

Reduced temporary construction clearances, which are less than construction clearances defined above, will require special review and approval by the SCRRA and possible the CPUC. Any proposed variance on the specified minimum clearances due to the Contractor's operations shall be submitted to the SCRRA Project Representative and the City at least thirty (30) calendar days in advance of the work. No work shall be undertaken until the variance is approved in writing by the SCRRA Project Representative.

Parallel to the outer side of each exterior track of multiple operated tracks and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending in width not less than 12 feet perpendicular from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during working hours must be covered, guarded and/or protected as soon as practicable. Walkways with railings shall be constructed by the Contractor over open excavation areas when in close proximity of track, and railings shall not be closer than 9'-0" perpendicular from the center line of tangent track or 10' - 0" horizontal from curved track.

4.4 Temporary Vehicular Traffic Control

The Contractor's operations which control traffic across or around SCRRA facilities shall be coordinated with and approved by the SCRRA and City and shall be in compliance with the CA MUTCD. Traffic control in the vicinity of highway - railroad grade crossings shall conform to the SCRRA Criteria for Temporary Traffic Control.

SCRRA will not permit temporary at grade crossings unless absolutely necessary and there is no alternative route available to Contractor to access the Project site. Alternative plans must be considered to avoid crossing SCRRA tracks at grade.

5.0 HAZARDOUS AND CONTAMINATED MATERIALS

5.1 Control, Discharge, and Disposal

Discharge, release or spill on the RCTC right-of-way of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the SCRRA Project Representative of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow the RCTC right-of-way to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.

If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including any non-containerized commodity or material, on or adjacent to RCTC right-of-way, in or near any surface water, swamp, wetlands or waterways adjacent to the right-of-way,

while performing any work on this Project, the Contractor must immediately: (a) notify the City's Resident Engineer, (b) notify SCRRA's Project Representative, of such discovery; (c) take safeguards necessary to protect its employees, sub-contractors, agents and third parties; and (d) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release.

6.0 INSEPTION AND OBSERVATION

6.1 Site Inspections by Railroad Project Representative

In addition to the office reviews of construction submittals, site observations will be performed by the City, SCRRA, or a Consultant to SCRRA at significant points during construction as determined by SCRRA. Site visits to check the progress of work may be performed at any time throughout the construction process as deemed necessary by the SCRRA.

6.2 Site Inspections and Testing by Regulatory Authorities and SCRRA

Federal or State representatives may also conduct inspections and tests to ensure compliance with 49 CFR 214 – Railroad Workplace Safety regulations. A person or persons found to be not in compliance with the appropriate regulations may receive personal monetary fines by the regulatory authorities, or may be barred from the RCTC Right-of-Way, or both. SCRRA maintains an Efficiency Testing program to verify compliance with Federal and State regulations. SCRRA representatives may make inspections and conduct tests to judge the effectiveness of the safety training, and compliance with SCRRA requirements. The Contractor shall cooperate with SCRRA and Federal or State representatives at all times.

7.0 CLEANING AND RESTORATION

7.1 Cleaning Of Right-Of-Way

The Contractor shall, upon completion of the work to be performed within the RCTC right-of-way and/or properties of the SCRRA and adjacent to its tracks, wire lines and other facilities, promptly remove from the RCTC right-of-way all Contractor's tools, implements and other materials whether brought upon the RCTC right-of-way by the Contractor or any sub-contractors employee or agent of Contractor or of any sub-contractor, and leave the RCTC right-of-way in a clean and presentable equal or better than existed at the start of the Project work.

END of EXHIBIT E-2

EXHIBIT E-3

To Construction and Maintenance Agreement

for

E. Ellis Avenue & Mapes Road
Crossing Improvements

Cover Sheet for

SCRRA Form 6

Temporary Right-of-Entry Agreement and SCRRA
Insurance Requirements

EXHIBIT E-3

SCRRA Form 6

Temporary Right-of-Entry Agreement and Exhibit A: Insurance Requirements

Please refer to the current SCRRA Temporary Right-of-Entry Agreement SCRRA Form No. 6 posted on Metrolink's website using the following links:

SCRRA Temporary Right-of-Entry Agreement

<https://metrolinktrains.com/globalassets/about/engineering/scrra-form-no-6-september-2-2021.pdf>

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EXHIBIT F

To Construction and Maintenance Agreement

for

E. Ellis Avenue & Mapes Road
Crossing Improvements

Cover Sheet for

Funding Schedule

Exhibit F
Ellis and Mapes Crossing Improvements Project
Funding Summary

Agency	Fund	Expiration	Amount
City of Perris	801-2162		\$6,122,000
Grand Total			\$6,122,000