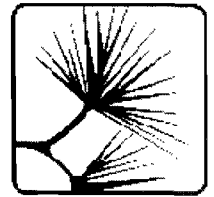
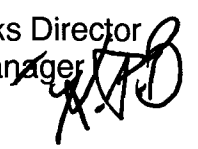




# City of Del Mar Staff Report



TO: Honorable Mayor and City Council Members

FROM: David Scherer, Public Works Director  
Via Karen P. Brust, City Manager 

DATE: March 28, 2011

SUBJECT: Authorize the Installation of Wayside Horns and Other Devices at the Railroad Crossing on Coast Boulevard using Private Funding with the Goal of Lowering Noise from Railroad Train Operations

## REQUESTED ACTION/RECOMMENDATION:

Staff recommends that the City Council adopt a resolution approving plans for construction of the Wayside Horn System; authorizing establishment of a deposit fund for the project; providing direction on the amount of deposit prior to execution of the contract; and authorizing the City Manager to execute a contract with North County Transit District for the construction.

## EXECUTIVE SUMMARY:

North County Transit District (NCTD) has provided an estimate for construction in the amount of \$363,317 with no cost for additional insurance and an annual maintenance cost between \$3,000 and \$5,000. The City Attorney has provided an estimate of up to \$5,000 for consultation with NCTD, finalization of the proposed construction contract, and other legal issues which may arise during construction. The Resolution for adoption is included in Attachment A.

## DISCUSSION/ANALYSIS:

As authorized by the City Council on January 24, 2011, an Open House Event hosted by NCTD, the Quiet Zone Committee, and the City was held on March 2, 2011. Residents within 300 feet of the railroad from 8<sup>th</sup> Street to 21<sup>st</sup> Street were mailed notices and signs were posted around the City prior to the Open House. At the Open House, Brett Rekola, NCTD Chief of Railway Operations, and James Hirsch, Pacific Railway Services Sr. Signal Engineer, were present to discuss the project cost estimate and details of the proposed construction. Pacific Railway Services is the firm contracted

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City Council Action:

for design by NCTD. Construction will involve two advance Quiet Zone Indicators (QZI) located west of Seagrove Park and west of the railroad tracks, two QZI at the crossing, and the installation of two Wayside Horns.

A cost estimate in the amount of \$363,317 was presented by NCTD at the Open House. NCTD indicated that the estimate is potentially a conservative estimate and may be reduced during contracting for construction. With execution of the contract, NCTD would begin coordination with AMTRAK, BNSF Railroad, and the California Public Utility Commission to finalize approvals for construction and initiate construction. NCTD has indicated that insurance will be minimal and expects no additional cost to the City. NCTD also indicates that annual maintenance costs will be between \$3,000 and \$5,000. The City Attorney's cost to review and coordinate issues for the project would be up to \$5,000. Staff is seeking direction from Council on the amount of advance funding needed prior to execution of the contract with NCTD.

Estimated maximum amount needed for contract:

|                          |           |
|--------------------------|-----------|
| Construction             | \$363,317 |
| Two years of maintenance | 10,000    |
| City Attorney            | 5,000     |
| Total estimated cost     | \$378,317 |

Council may wish to authorize execution of the contract and beginning of construction with less than the full amount of required funds as previously indicated. Council should note in the Draft NCTD contract, NCTD is willing to begin construction upon a deposit of \$260,000 as long as the remaining \$103,317 in funds is paid within 90 days. The current cost estimate includes a seven (7) percent contingency. Also, Council may wish to note that in the event that fundraising falls short of the \$378,317, or the project construction cost exceeds \$363,317, then the City would need to make up any shortfall in funds.

Staff seeks approval of the Resolution. Staff also seeks approval for slight modifications of the contract by the City Attorney which may occur during their review.

FISCAL IMPACT:

If fundraising is sufficient as discussed above, there will be no fiscal impact to the General Fund. Costs for this project are planned to be funded by residents and businesses wishing to quiet the horn noise as trains move through the City of Del Mar with installation of the Wayside Horn System.

ENVIRONMENTAL IMPACT:

The California Environmental Quality Act (CEQA) applies to discretionary projects to be carried out or approved by public agencies. Section 15301(f) of the CEQA Guidelines provides a categorical exemption from CEQA review for the addition of safety or health protection devices used during construction or in conjunction with existing structures and facilities. The installation of the wayside horn falls within this exemption. Based on this statute, staff will prepare findings for a categorical exemption for the installation of the wayside horn.

PRIOR CITY COUNCIL REVIEW:

August 2, 2010, the Quiet Zone Committee presented the project and requested approval of a contract to design the project once funds were raised in the amount of \$17,548.

January 24, 2010, staff presented the Wayside Horn concept, a copy of the prior executed design contract with NCTD and the City Council authorized noticing for the Open House event conducted on March 2, 2011.

ATTACHMENTS:

- Attachment A – Resolution 2011-\_\_\_\_
- Attachment B – Quiet Zone Committee Memorandum
- Attachment C – Ocean Windows' letter
- Attachment D – Contract for construction of Wayside Horn System
- Attachment E – Detailed cost estimate by NCTD

## ATTACHMENT A

For City Council Report dated March 28, 2011

4

RESOLUTION NO. 2011-\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, APPROVING PLANS FOR CONSTRUCTION OF THE WAYSIDE HORN SYSTEM, AUTHORIZING ESTABLISHMENT OF A DEPOSIT FUND FOR THE CONSTRUCTION, PROVIDING DIRECTION ON AMOUNT REQUIRED TO BE ON DEPOSIT PRIOR TO EXECUTION OF CONTRACT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH NORTH COUNTY TRANSIT DISTRICT FOR THE CONSTRUCTION

WHEREAS, the City of Del Mar recognizes the desires of its residents to reduce noise generated by the trains that travel through the City of Del Mar; and

WHEREAS, the efforts of the Quiet Zone Committee are recognized for developing a strategy and the investigation of a system to reduce train noise; and

WHEREAS, the construction of a Wayside Horn System which sounds a 92 decibal noise within 100 feet of the crossing through stationary horns is found to be superior to the normal train operated horns; and

WHEREAS, the City Council recognizes that operators of the trains will still have the authority and requirement to sound the train horns under certain safety circumstances such as pedestrians or animals within close proximity to the railroad tracks; and

WHEREAS, the closest residential complex, the Ocean Windows condominium complex endorses the Wayside Horn System after the City and North County Transit District conducted a test on April 22, 2010; and

WHEREAS, the construction plans indicating installation of two advance warning indicators located west of Seagrove Park and west of the railroad tracks for the purpose of allowing train operators to know that the Wayside Horn System is functioning, is acceptable; and

WHEREAS, the construction plans indicating installation of warning indicators and two wayside horns at the crossing on Coast Boulevard is acceptable; and

WHEREAS, the construction of a Wayside Horn System shall be funded by the residents and businesses of Del Mar through a "Community Foundation"; and

WHEREAS, the City Manager is authorized to execute a contract with North County Transit District once the Community Foundation deposits \$378,317 for the construction, two years of maintenance and the City Attorney review; and

5

WHEREAS, any excess funds over and above those required to complete the construction of a Wayside Horn System shall be returned to the Community Foundation; and

WHEREAS, the construction contract may be modified during the review by the City Attorney as long as the intent of the contract is not modified.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Del Mar, California that the above recitals are true and correct.

BE IT FURTHER RESOLVED, that the City Manager is authorized and directed to execute the contract for construction of the Wayside Horn System.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Del Mar, California, at a Regular Meeting held the 28<sup>th</sup> day of March 2011.

\_\_\_\_\_  
DONALD MOSIER, Mayor  
City of Del Mar

APPROVED AS TO FORM:

\_\_\_\_\_  
Leslie E. Devaney, City Attorney  
City of Del Mar

6

ATTEST AND CERTIFICATION:

STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO  
CITY OF DEL MAR

I, MERCEDES MARTIN, City Clerk of the City of Del Mar, California, DO  
HEREBY CERTIFY, that the foregoing is a true and correct copy of Resolution 2011-  
\_\_, adopted by the City Council of the City of Del Mar, California, at a Regular Meeting  
held the 28<sup>th</sup> day of March 2011, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Mercedes Martin, City Clerk  
City of Del Mar

## ATTACHMENT B

For City Council Report dated March 28, 2011

**MAR 28 2011 ITEM 06**

8



March 9, 2011

To: Mayor Mosier and City Council Members

Fm: Quiet Zone Committee

Re: Wayside Horn Project – March 28<sup>th</sup> Agenda Item

Dear Mayor Mosier and City Council Members,

We very much appreciate and want to thank you for holding the Community Open House at the City Hall Annex so that our residents could have an opportunity to learn more about the Wayside Horn project that has been moving forward since the first community meeting was held at the L'Auberge Hotel in September of 2009. We have attached a timeline chronology for your review outlining the many steps that have taken place to get the project to where it is today.

Subsequent to the March 2<sup>nd</sup> Community Open House, our committee met to discuss the results of the open house and to prepare the contents of this memo for your March 28<sup>th</sup> City Council Meeting. We hereby express our thanks to the City Council and staff for your support throughout this process and would like your consideration of the following items:

1. Because this Wayside Horn project will be a public project and constructed within the right-of-way of North County Transit District (NCTD) and constructed by NCTD, we ask that the City act as the responsible party for any and all contracts and communications in association with the project.
2. The Committee has been told that the maintenance cost will range from \$3,000 to \$5,000 for each year and may be much less in future years. The Quiet Zone Committee asks the City Council to determine an appropriate amount for the Committee to fund for the first two years of this project. It is our request that the City assume the annual project maintenance costs after the initial two-year start-up period.
3. The Committee has been told that the City's legal cost for review of the contract and review of other legal issues related to project implementation

is expected to be in the \$4,000 to \$5,000 range. The Quiet Zone Committee asks the City Council to determine an appropriate amount for the Committee to fund.

4. The Quiet Zone Committee asks the City to work with NCTD to reduce project permit costs for NCTD and to assist NCTD with any construction which may be less costly, if performed by the City.
5. The Quiet Zone Committee will – through its fundraising efforts – raise the funds necessary for construction of the project as outlined in the Staff report.
6. Because the estimate provided by NCTD for the project's construction was presented by NCTD as a conservative estimate during the Open House, we ask that any excess funds raised by the Committee, not needed for construction, maintenance or legal fees be returned to the donors.
7. During the upcoming budget workshop, we would ask that you consider providing for project contingency reserves for the project, to be used if needed.

Again, all of us on the Quiet Zone Committee are appreciative for your support that has allowed the Wayside Horn Project to progress to the point where actual fundraising can commence if given approval on March 28<sup>th</sup>. With your continued support we will make the project become a reality.

With Respect and appreciation,

The Quiet Zone Committee - Jim Benedict, Don Coordt, Pete Glaser, Hershell Price, Bryce Rhodes, Larry Richards, Lee Stein, Casey Sullivan, Emily Arnold

10

## **1 Quiet Zone / Train Horn Chronology**

### **2009**

- Sept 24 – Del Mar residents invited to L'Auberge Hotel for information regarding train horn noise
- Oct 26 – Meeting held by City at Del Mar City Hall Annex
- Nov 30- Meeting held by City at Del Mar City Hall Annex
- Dec 16 – Second meeting at L'Auberge to provide information to residents

### **2010**

- Jan 5 – Larry Richards, Lee Stein, Hershell Price and Bryce Rhodes meet to further train horn effort
- Jan 14 - Larry Richards, Lee Stein, Hershell Price and Bryce Rhodes meet
- Feb 4 - Larry Richards, Lee Stein, Hershell Price and Bryce Rhodes meet
- Mar 4 - Larry Richards, Lee Stein, Hershell Price and Bryce Rhodes meet
- Mar 8– Request to conduct a test of the wayside horn made at the Del Mar City Council Meeting
- Mar 17 – City Council Approves the installation of the Wayside Horn at the Del Mar train crossing
- Apr 13 – Lee Stein meets with Parametric Sound to learn about their “sound technology” for possible train horn solution
- Apr 22 – Wayside Horn Test in Del Mar
- Apr 26 - Larry Richards, Lee Stein, Hershell Price and Bryce Rhodes meet
- May 25 – Del Mar City Council train horn workshop
- Jul 19 – Del Mar City Council meeting at City Hall Annex
- Jul 27 - Larry Richards, Lee Stein, Hershell Price and Bryce Rhodes meet
- Jul 29 - Lee Stein meets with Parametric Sound to further discuss their “sound technology” for possible train horn solution
- Aug 2 – The City Council issues its approval for the City Manager, Karen P. Brust, to execute the design agreement with NCTD for the Wayside Horn System in the amount of \$17,548
- Oct 13 – Larry Richards, Lee Stein, Hershell Price and Bryce Rhodes meet
- Oct 20 - Larry Richards, Lee Stein, Hershell Price and Bryce Rhodes meet
- Oct 25 – Lee Stein meets with graphic designer to produce Quiet Zone brochure
- Nov 15 – NCTD and the City of Del Mar signed the a contract for the Wayside Horn System Design
- Dec 7 – Lee Stein hires web designer to design Quiet Zone website
- Dec 31 - Larry Richards, Lee Stein, Hershell Price and Bryce Rhodes meet

### **2011**

- Jan 10 – Quiet Zone brochure printed
- Jan 25 – Wayside Horn presentation at City Council meeting
- Feb 25 – NCTD preliminary cost estimate received
- Mar 2 – Open House Event with the Quiet Zone Committee, City of Del Mar, and North County Transit District
- Mar 9 – Quiet Zone Committee meeting, with David Scherer

## ATTACHMENT C

For City Council Report dated March 28, 2011

12

April 23, 2010

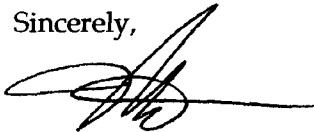
Pete Glaser  
1552 Camino Del Mar #505  
Del Mar, CA 92014

Dear Mr. Glaser,

In response to the testing of wayside horns which occurred on April 22, 2010, the Ocean Windows Board of Directors has agreed unanimously to announce its endorsement of the new wayside horns.

Please report the Association's endorsement to the committee accordingly. Thank you for your continued efforts in this regard.

Sincerely,



Jonathon Stout, CMCA®, AMS®  
Association Manager



ACCREDITED  
MANAGEMENT  
ORGANIZATION®

CMCA®  
CERTIFIED MANAGER OF  
COMMUNITY ASSOCIATIONS  
MAR 28 2011 ITEM 06

## ATTACHMENT D

For City Council Report dated March 28, 2011

MAR 28 2011 **ITEM** 06

4



**CONTRACTS & PROCUREMENT DEPARTMENT  
REIMBURSEMENT AGREEMENT  
BETWEEN NORTH COUNTY TRANSIT DISTRICT  
AND THE CITY OF DEL MAR  
REGARDING THE WAYSIDE HORN SYSTEM CONSTRUCTION**

This Reimbursement Agreement (Agreement) is made and entered into by and between the NORTH COUNTY TRANSIT DISTRICT (NCTD), operating under and pursuant to Public Utilities Code Section 125000, et seq. and The City of Del Mar (CITY). Herein, NCTD and the CITY are sometimes individually referred to as the "Party" and collectively as the "Parties."

**RECITALS**

**WHEREAS**, CITY is concerned with noise at railroad crossings within its jurisdiction and has proposed to modify the crossings to install wayside horn systems at each intersection (the "Project"); and

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

**WHEREAS**, the Board of Directors of NCTD, by adoption of Resolution 06-07, established a policy for cooperating with Cities and the County, within which the San Diego Subdivision and Escondido Subdivision are located, seeking to establish quiet zones pursuant to applicable Federal laws, rules and regulations; and

**WHEREAS**, CITY desires to contract with NCTD for the construction for the Project ("Design Work"); and

**WHEREAS**, the Project is requested by CITY and the CITY has agreed to reimburse NCTD for the cost of the construction pursuant to the terms and conditions of this Agreement; and

**WHEREAS**, NCTD, consistent with the policy adopted in Resolution 06-07, agrees to undertake the construction for the Project, on behalf of the CITY.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual agreements and of other covenants and conditions contained herein and for other valuable consideration, NCTD and CITY hereby agree as follows:

1. Construction of Wayside Horn System. NCTD shall cause to be performed the construction of the Project. This will include the construction according to plans approved by the City as developed for the City by Pacific Railway Enterprises, Inc. which includes circuits and equipment necessary to operate a wayside horn warning system for the Coast Blvd. rail crossing in Del Mar, CA, per applicable state and federal regulations governing the use of such a device, as more particularly described in Exhibit 1 to this Agreement.

2. Cost of Construction.

2.1 CITY shall be responsible for all costs associated with the construction for the Project.

2.2 Deposit required. Prior to NCTD incurring any costs and in advance of the start of construction, CITY agrees to provide a deposit to NCTD, in the amount of \$260,000. Within 90 Days the remainder shall be deposited as indicated below. Pursuant to NCTD's contract requirements with its contractors, the costs shown below are estimates based on hourly rates and materials. The deposit amount therefore represents an estimated cost only, and CITY shall be solely responsible to reimburse NCTD for the total actual cost of construction and associated costs to complete the Wayside Horn System installation to the extent it exceeds the amount of the deposit.

|  |           |
|--|-----------|
| Construction plus Profit   | \$292,475 |
| Contingency of 7%  | \$19,942  |
| Construction management and design services                        | \$30,000  |
| Signal Maintenance and Flagman                                     | \$20,900  |
| Construction Total Cost Estimate                                   | \$363,317 |
| Deposit to begin work  | \$260,000 |
| Due with Ninety Days (90) of NCTD awarding a construction contract | \$103,317 |

2.3 Adequacy of deposit. Should the funds on deposit for this and any work under this Agreement be depleted before the design of the Project and/or services provided by NCTD and its consultants and contractors are completed, CITY shall reimburse NCTD prior to commencing further work.

2.4 Return of deposit. Any deposit funds remaining at the completion of NCTD's obligations under this Agreement shall be returned to the CITY, or, at CITY's option, may be retained by NCTD and contributed to any required deposit for a future agreement relating to NCTD's maintenance costs for the first year of operation of railroad-related improvements for the Project.

3. Management of Design Work. NCTD will consider CITY's comments and responses on the construction and direct its contractors accordingly if such changes support the safe and efficient operations at the specific crossing, COASTER signal system requirements, and best industry practice. The final decision on whether to accept CITY's requested changes to construction shall rest solely with NCTD.



4. Cost of Delays. Should CITY disagree with NCTD's determination or otherwise cause an interruption of the construction, CITY shall be responsible for any delay costs involved in resuming and completing the construction. To the extent reasonably practicable, NCTD and CITY shall work to resolve any disputes in a timely manner to avoid such delay costs.
5. Disputes. Any dispute, controversy, or claim arising out of or related to this Agreement or any claimed breach thereof, shall be resolved in accordance with the provisions of this Section.
- 5.1 Notice of Dispute. If any dispute, controversy, or claim arises out of or relating to the Agreement or any claimed breach thereof, the disputing Party shall give the other Party written notice of the dispute, controversy, claim, or claimed breach ("Notice of Dispute"). The Notice of Dispute shall include a brief statement of the Party's claim(s) and the relief demanded.
- 5.2 Right to Resolve or Cure. The other Party shall have ten (10) days after receipt of the Notice of Dispute to agree in writing to resolve or cure the dispute, controversy, or claim.
- 5.3 Failure to Resolve or Cure. If the dispute, controversy, or claim has not been resolved or cured by the Parties within ten (10) days after the disputing Party gives the Notice of Dispute, the Parties agree, that as a precondition to the initiation of litigation, the controversy, claim, or dispute shall first be submitted to mediation. The mediation is non-binding, and intended to provide an opportunity for the Parties to evaluate each other's cases and arrive at a mutually agreeable resolution of the dispute.
- (i) The mediation process set forth in this Section shall be administered by the American Arbitration Association (AAA) and governed by their rules in effect at the time of filing, or by any other neutral organization agreed to by the Parties (hereinafter called "Administrator").
- (ii) The costs for all mediation, including the administrative fees and mediator compensation, will be shared equally by all Parties. Fees shall be jointly negotiated by all Parties directly with the Administrator. If all Parties agree, then the mediation costs may increase as required for resolution of the dispute. The expenses of witnesses for a Party shall be paid by the Party producing such witnesses.
- (iii) A single mediator, acceptable to all Parties, shall be used to mediate the dispute. The mediator will be knowledgeable in construction matters, and, if possible, with rail systems design and construction issues, and will be selected from lists furnished by the Administrator. The initial mediation session shall commence within thirty (30) days of filing, unless otherwise agreed by the Parties, or at the direction of the mediator.
- (iv) At least then (10) days before the first scheduled mediation session, each Party shall provide the mediator a brief memorandum setting forth its position

with regard to the issues that need to be resolved. At the discretion of the mediator, such memoranda may be mutually exchanged by the Parties. At the first session, the Parties will be expected to produce all information reasonably required for the mediator to understand the issue presented. The mediator may require each Party to supplement such information.

- (v) Mediation hearings will be conducted in an informal manner and discovery will not be allowed unless agreed to by all Parties. All discussions, statements, or admissions will be confidential to the proceedings and will not be used for any other purpose as they relate to either Party's legal position. There shall be no stenographic record of the mediation.
- (vi) Mediation sessions are private. The Parties and their representatives may attend mediation sessions. Other persons may attend only with the permission of the Parties and with the consent of the mediator. The Parties may have an attorney present and shall advise the other Parties no less than five (5) working days before the mediation of their intent to have an attorney present, so that the other Parties may also have their attorneys present.
- (vii) The mediator does not have authority to impose a settlement on the Parties but will attempt to assist the Parties in reaching a satisfactory resolution of their dispute. The mediator is authorized to conduct joint and separate meetings with the Parties and to make oral and written recommendations for settlement. Whenever necessary, the mediator may also obtain expert advice concerning technical aspects of the dispute, provided the Parties agree and assume the expenses of obtaining such advice. Arrangements for obtaining such advice shall be made by the mediator or the Parties, as the mediator shall determine.
- (viii) The mediator is authorized to end the mediation whenever, in the mediator's judgment, further efforts at mediation would not contribute to a resolution of the dispute between the Parties.
- (ix) Any resultant agreements from mediation shall be documented in writing, as agreed upon during the mediation, and may be used as the basis for a change order or other directive as appropriate. All mediation results and documentation shall be non-binding and inadmissible for any purpose in any legal proceedings, unless such admission is otherwise agreed in writing by all Parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery in subsequent proceedings.
- (x) The mediation shall be terminated by the execution of a Settlement Agreement by the Parties; by a written declaration of the mediator to the effect that further efforts at mediation are not longer worthwhile; or by a written declaration of a Party or Parties to the effect that the mediation proceedings are terminated.

6. Indemnification and Hold Harmless. Neither Party nor any officer thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the

18

other Party under or in connection with any work, authority or jurisdiction delegated thereto under this Agreement. It is understood and agreed that, pursuant to Government Code section 895.4, the Parties shall mutually defend, indemnify and save harmless one another, including all officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code section 810.8) occurring by reason of anything done or omitted to be done by either Party under or in connection with any work, authority or jurisdiction delegated thereto under this Agreement.

7. Independent Contractors. For all purposes under this Agreement, NCTD and CITY are independent contractors, and neither Party nor its employees or subcontractors shall be deemed to be employees of the other Party for any reason. Each Party shall perform its obligations under this Agreement according to its own means and methods of work which shall be in its exclusive charge and control, and which shall not be subject to control or supervision by the other Party except as otherwise expressly provided herein. Neither Party nor its employees or subcontractors shall be entitled to any benefits to which the employees of the other Party are entitled including, without limitation, overtime, retirement, workers' compensation and injury leave.
8. Insurance. NCTD shall cause any contractor providing services related to the construction to be performed under this Agreement to name CITY as an additional insured for general liability policy provided to NCTD under the agreement between NCTD any said contractor.
9. Termination. Either Party has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to the other Party. In such event, NCTD shall immediately give title and possession to all original notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. The CITY shall pay NCTD the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Design Work for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by NCTD and CITY of the portion of such task completed but not paid prior to said termination.
10. General.
  - 10.1 Integrated Agreement; Modification. This Agreement contains all the agreements of the Parties and cannot be amended or modified except by a written agreement.
  - 10.2 Notices of Force Majeure Events. NCTD agrees to give CITY prompt written notice of any fire, explosion, accident, flood, storm, earthquake or other casualty or strike, lockout, or act of God affecting the construction or interruption of the ability of NCTD to complete the construction within the timeline established in NCTD's contract(s) with its contractor(s).
  - 10.3 Severability. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

- 10.4 Correspondence Any correspondence required or permitted under this Agreement may be personally served on the other party, by the party giving notice, or may be served by email, fax or prepaid registered or certified USPS mail, return receipt requested, to any of the following addresses:

For NCTD

North County Transit District

810 Mission Avenue

Oceanside, CA 92054

Attn: Larry Frum

Manager, Contracts & Procurement

Ph: 760-967-2864

Fax: 760-722-8087

E-mail: [lfrum@nctd.org](mailto:lfrum@nctd.org)

For CITY

Attn:

Ph:

Fax:

E-mail:

- 10.5 Legal Interpretation: This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement the action shall be brought in a state or federal court situated in the County of San Diego, State of California.
- 10.6 No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
- 10.7 Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties to this Agreement or affect the legal liability of the parties to this Agreement.
- 10.8 Each Party declares that, prior to execution of this Agreement; it has consulted with its attorney in order that it may intelligently exercise its own judgment in deciding whether to execute this Agreement.
- 10.9 Each Party declares that it has read this Agreement and understands and knows the contents thereof and represents and warrants that each of the Parties executing this Agreement is empowered to do so and hereby binds the respective Party.
- 10.10 This Agreement may be executed in any number of identical counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument when each party has signed one such counterpart. The Parties further agree that a facsimile copy of the executed counterparts shall have the same force and effect as an original.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the last date of the Parties signature.

NORTH COUNTY TRANSIT DISTRICT

CITY

\_\_\_\_\_  
Brett Rekola  
Chief of Rail Services

20

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Matthew O. Tucker  
Executive Director

\_\_\_\_\_  
Date Signed

APPROVED AS TO FORM

\_\_\_\_\_  
Paula C.P. de Sousa, Best Best & Kreiger LLP  
General Counsel

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Karen Brust  
City Manager

\_\_\_\_\_  
Date Signed

APPROVED AS TO FORM

\_\_\_\_\_  
Name  
City Attorney

\_\_\_\_\_  
Date Signed

**EXHIBIT 1**  
**WAYSIDE HORN SYSTEM CONSTRUCTION**  
**SCOPE OF WORK**

Construction to be performed by NCTD, and their contractors/subcontractors, shall include:

All personnel and equipment necessary to complete a final construction of the Wayside Horn System per the plans approved by NCTD and the CITY for Coast Boulevard in the City of Del Mar. (see attached Plans in exhibit 2).

**EXHIBIT 2**

**CONSTRUCTION PLANS**



24

REVISIONS

GENERAL SIGNAL NOTES:

1. CONTRACTOR SHALL NOT INTERFERE WITH THE NORMAL FUNCTIONING OF ANY DEVICE WHICH MAY AFFECT THE SAFETY OF OPERATION OF TRAINS, INCLUDING EMPLOYEES ON THE PUBLIC.
2. CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OR FIELD REPRESENTATIVE OF ANY DAMAGE TO SIGNALS, CABLE OR WIRE IS DISTURBED, ALTERED OR DAMAGED. REPAIRS SHALL BE COMPLETED WITHIN 24 HOURS OF THE TIME THE DAMAGE IS REPORTED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COSTS OF REPAIRS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ACTUAL COSTS INCURRED BY SDOT FOR REPAIRS.
3. WORK IN CONJUNCTION WITH SDOT SYSTEMS SHALL BE IN ACCORDANCE WITH THE SDOT SIGNALING AND SIGNALING SYSTEMS STANDARDS (SSS), UNLESS OTHERWISE SHOWN ON CONTRACT DRAWINGS.
4. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL RULES AND REGULATIONS.
5. CONTRACTOR SHALL PROVIDE MAINTENANCE, ROADWAYS, TRENCHES, EXCAVATIONS, ETC., TO BE COMPLETED WITHIN 24 HOURS OF THE TIME THE DAMAGE IS REPORTED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COSTS OF REPAIRS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ACTUAL COSTS INCURRED BY SDOT FOR REPAIRS.
6. CONTRACTOR SHALL MAINTAIN TEMPORARY PROTECTIVE FACILITIES IN GOOD WORKING CONDITION THROUGHOUT THE TERM OF THE CONTRACT. CONTRACTOR SHALL MAINTAIN TEMPORARY PROTECTIVE FACILITIES IN GOOD WORKING CONDITION THROUGHOUT THE TERM OF THE CONTRACT. CONTRACTOR SHALL MAINTAIN TEMPORARY PROTECTIVE FACILITIES IN GOOD WORKING CONDITION THROUGHOUT THE TERM OF THE CONTRACT.
7. CONTRACTOR SHALL MAINTAIN TEMPORARY PROTECTIVE COVERINGS OVER EXCAVATIONS AND TRENCHES. CONTRACTOR SHALL MAINTAIN TEMPORARY PROTECTIVE COVERINGS OVER EXCAVATIONS AND TRENCHES. CONTRACTOR SHALL MAINTAIN TEMPORARY PROTECTIVE COVERINGS OVER EXCAVATIONS AND TRENCHES.
8. CONTRACTOR SHALL MAINTAIN EXISTING SIGNALS, WIRE CABLES, AND EQUIPMENT WHERE NECESSARY. A MINIMUM OF 36 INCHES OF COVER SHALL BE MAINTAINED ABOVE EXISTING SIGNALS, WIRE CABLES, AND EQUIPMENT WHERE NECESSARY. A MINIMUM OF 36 INCHES OF COVER SHALL BE MAINTAINED ABOVE EXISTING SIGNALS, WIRE CABLES, AND EQUIPMENT WHERE NECESSARY.
9. CONTRACTOR SHALL REPAIR EXISTING SIGNALS, WIRE CABLES, AND EQUIPMENT WHERE NECESSARY. A MINIMUM OF 36 INCHES OF COVER SHALL BE MAINTAINED ABOVE EXISTING SIGNALS, WIRE CABLES, AND EQUIPMENT WHERE NECESSARY. A MINIMUM OF 36 INCHES OF COVER SHALL BE MAINTAINED ABOVE EXISTING SIGNALS, WIRE CABLES, AND EQUIPMENT WHERE NECESSARY.
10. CONTRACTOR SHALL MAKE ALL REPAIRS TO SUBSINKS, CURBS, STREET PAVEMENT AND OTHER SURFACES DISTURBED DURING THE TERM OF THE CONTRACT. CONTRACTOR SHALL MAKE ALL REPAIRS TO SUBSINKS, CURBS, STREET PAVEMENT AND OTHER SURFACES DISTURBED DURING THE TERM OF THE CONTRACT.
11. CONTRACTOR SHALL TAKE ALL ACTIONS NECESSARY NOT TO INTERFERE WITH THE NORMAL FUNCTIONING OF ANY DEVICE WHICH MAY AFFECT THE SAFETY OF OPERATION OF TRAINS, INCLUDING EMPLOYEES ON THE PUBLIC.
12. CONTRACTOR SHALL MAINTAIN EXISTING SIGNALS, WIRE CABLES, AND EQUIPMENT WHERE NECESSARY. A MINIMUM OF 36 INCHES OF COVER SHALL BE MAINTAINED ABOVE EXISTING SIGNALS, WIRE CABLES, AND EQUIPMENT WHERE NECESSARY. A MINIMUM OF 36 INCHES OF COVER SHALL BE MAINTAINED ABOVE EXISTING SIGNALS, WIRE CABLES, AND EQUIPMENT WHERE NECESSARY.
13. LOCATION OF SIGNAL, FOUNDATION, SHELTERS AND OTHER APPARATUS SHALL BE IN ACCORDANCE WITH CONTRACT DRAWINGS.
14. ENDS OF CABLES, WIRES SHALL BE CUT A MINIMUM OF 12 INCHES FROM TRACK AREA AND CUT OFF A MINIMUM OF 12 INCHES BELOW FINAL GRADE. TRACK WIRES SHALL BE COMPLETELY REMOVED FROM TRACK AREA AND CUT OFF A MINIMUM OF 12 INCHES BELOW FINAL GRADE.

GENERAL SITE SPECIFIC NOTES:

1. CONTRACTOR SHALL VERIFY THAT WARNING DEVICES OPERATION IS CONSISTENT AT COAST BAY UNLESS OTHERWISE AUTHORIZED BY THE ENGINEER.
2. ALL WARNING DEVICES ENCLOSURES SHALL BE ALUMINUM WITH STAINLESS STEEL WINDOW.

SITE SPECIFIC NOTES:

COAST BAY:

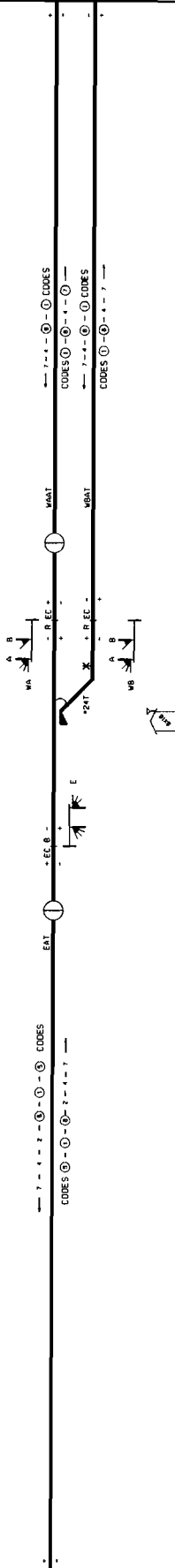
1. CONTRACTOR SHALL INSTALL TEST AND COMMISSION AUTOMATED SIGNALING DEVICES IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
2. CONTRACTOR SHALL MODIFY CIRCUITRY IN THE EXISTING INSTRUMENT ENCLOSURE AS SHOWN ON THE CONTRACT DRAWINGS.
3. CONTRACTOR SHALL MODIFY WIRE TAPPING AS SHOWN ON THE CONTRACT DRAWINGS.
4. CONTRACTOR SHALL FURNISH AND INSTALL TEST AND COMMISSION AUTOMATED SIGNALING DEVICES IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
5. CONTRACTOR SHALL FURNISH AND INSTALL TEST AND COMMISSION AUTOMATED SIGNALING DEVICES IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.



| REVISIONS                                 |              |
|---|--------------|
| DESIGN 04-07-99 CORR 05-07-00<br>FILE     | SED *        |
| DESS.                                     |              |
| DESC. SANTA FE DRIVE GRADIE<br>SEPARATION |              |
| IN SVC DATE 01-29-86                      |              |
| DESIGN PRE/JLM CORR PRE/JLM               |              |
| DESIGN 04-14-01 CORR 04-20-04<br>FILE     | SED *        |
| AUTH                                      |              |
| PASSING TRACK AT ENCINITAS                |              |
| IN SVC DATE 03-20-84                      |              |
| DESIGN PRE/JLM CORR PRE/JLM               |              |
| DESIGN * - CORR 04-01-84                  |              |
| AUTH                                      |              |
| DESS.                                     | SED *        |
| CORRECTIONS PER FILE AS-BUILTS            |              |
| IN SVC DATE                               |              |
| DESIGN /                                  | CORR PRE/JLM |

✓ TO TO LOS ANGELES  
SEE SAO 233-241

SHEET 2 OF 5



SAN DIEGO NORTHERN RAILWAY  
TRACK & LOCATION PLAN  
CRAVEN - DEL MAR  
SAD 241-245  
SH. 1 OF 5 09/01/84  
OCEANSIDE CA.

SAD 241.

AD241245.M01

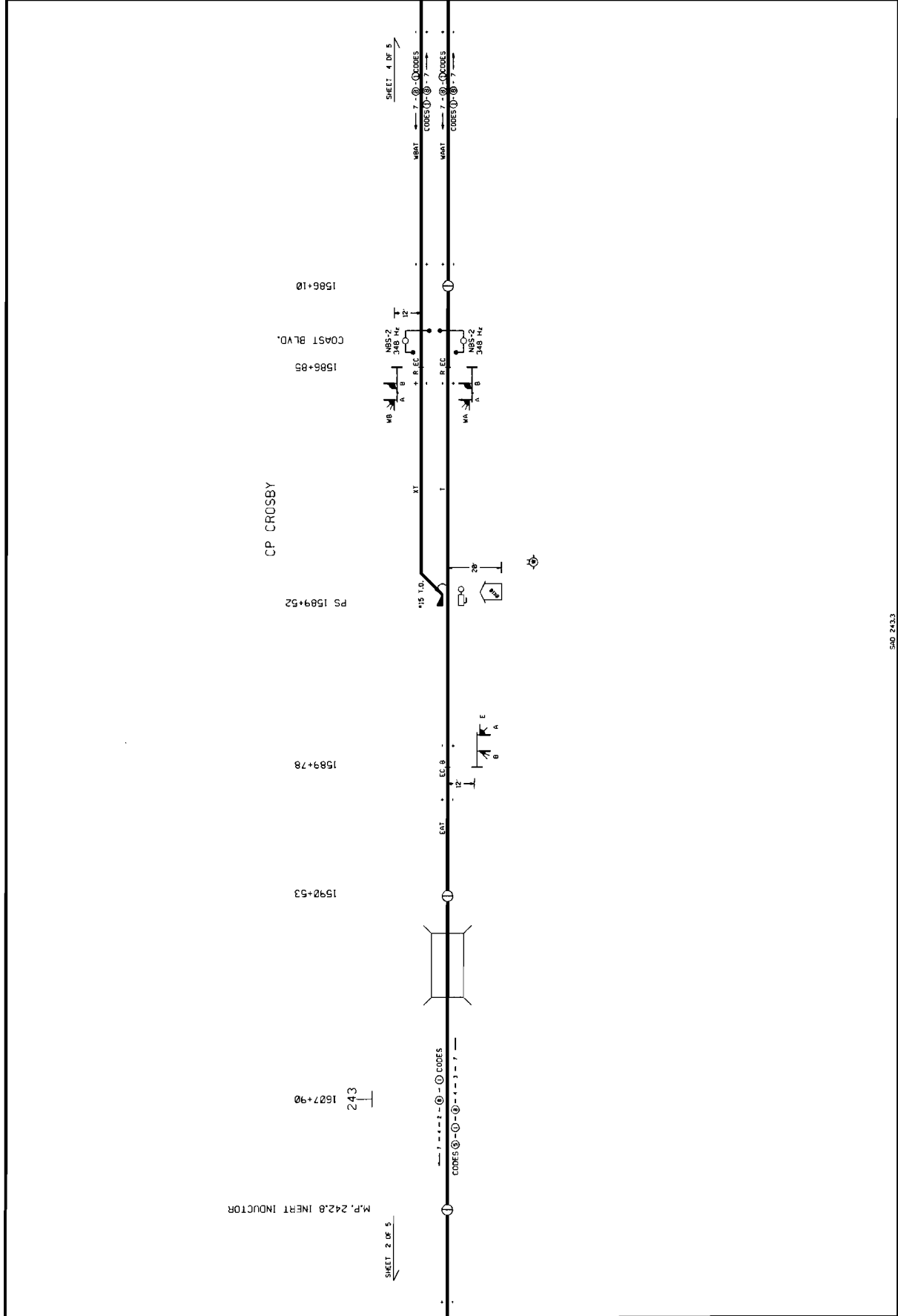
The main drawing area contains a plan view of a railway track. The track is oriented vertically. Stationing is marked along the track: 1660+70, 1656+14, 1655+14, 1649+64, 1649+14, and 1648+14. A crossing is shown at station 1655+14. A bridge structure is shown at station 1649+64. A 'WT' (water tank) is located at station 1648+14. The track is flanked by 'CP VALLEY' on both sides. A north arrow is located in the upper right. A scale bar is located in the upper left. A 'SHEET 1 OF 5' label is in the top right corner. A 'SHEET 3 OF 5' label is in the bottom right corner. A '242' label is in the center of the drawing.

| REVISIONS                       |                   |
|---------------------------------|-------------------|
| DESIGN 84-07-99 CORR 85-07-00   |                   |
| FILE                            | SED               |
| DESC.                           |                   |
| LOWAS SANTA FE DRIVE GRADE      |                   |
| DESIGN 84-07-99 CORR 85-07-00   |                   |
| IN SVC DATE 81-29-80            |                   |
| DESIGN PRE/JLM CORR PRE/JLM     |                   |
| DESIGN 83-19-81 CORR 84-20-84   |                   |
| FILE                            | SED               |
| DESC.                           |                   |
| PASSING TRACK AT EMILINIAS      |                   |
| IN SVC DATE 83-20-84            |                   |
| DESIGN PRE/JLM CORR PRE/JLM     |                   |
| DESIGN                          | - - CORR 84-20-84 |
| FILE                            | SED               |
| DESC.                           |                   |
| CORRECTIONS PER FIELD AS-BUILTS |                   |
| IN SVC DATE                     | - -               |
| DESIGN                          | / CORR PRE/JLM    |

|                            |
|----------------------------|
| SAN DIEGO NORTHERN RAILWAY |
| TRACK & LOCATION PLAN      |
| ERAVEN - DEL MAR           |
| SAD 241-245                |
| SHEET 2 OF 5 8/18/84       |
| CCS/MS/EE/CA               |

|                                  |                   |
|----------------------------------|-------------------|
| REVISED 5-23-94 AS IN SVC. #E/ME |                   |
| DESIGN 04-09-99 CORR 05-09-00    |                   |
| FILE                             | SEO               |
| AUTH                             |                   |
| DESC.                            |                   |
| L.D.MAS SANTA FE DRIVE GRADE     |                   |
| SEPARATION                       |                   |
| IN SVC. DATE 01-24-00            |                   |
| DESIGN PRE/JUL                   |                   |
| CORR PRE/JUL                     |                   |
| DESIGN                           | - - CORR 09-01-04 |
| FILE                             |                   |
| AUTH                             | SEO               |
| DESC.                            |                   |
| CORRECTIONS PER FIELD AS-BUILTS  |                   |
| IN SVC. DATE                     | - -               |
| DESIGN /                         | CORR PRE/JUL      |
| REVISED 05/01/06 BY: PRE/JUL     |                   |

SAN DIEGO NORTHERN RAILWAY  
TRACK & LOCATION PLAN  
CRAVEN - DEL MAR  
SAD 241-245  
SH. 3 OF 5 05/01/86  
OCEANSIDE CA.



SAO 243.3

MAR 28 2011 ITEM 06



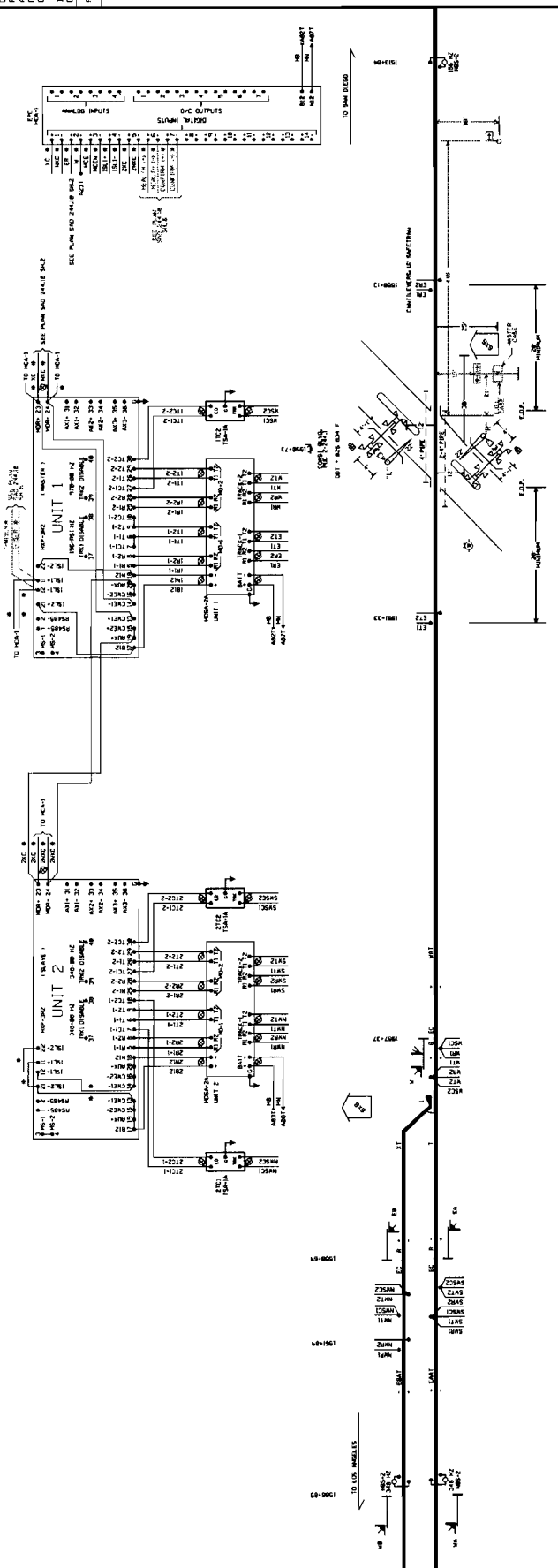


|                                 |      |   |               |
|---------------------------------|------|---|---------------|
| DESIGN                          | -    | - | CORR 09-01-84 |
| FILE                            |      |   |               |
| AUTH                            |      |   | SEO           |
| DESC.                           |      |   |               |
| CORRECTIONS PER FIELD AS-BUILTS |      |   |               |
| IN SVC.                         | DATE | - | -             |
| DESIGN                          | /    |   | CORR PRE/JULH |
| REVISED: 05/01/86 BY: PRE/JULH  |      |   |               |

|                                 |      |   |               |
|---------------------------------|------|---|---------------|
| DESIGN                          | -    | - | CORR 09-01-84 |
| FILE                            |      |   |               |
| AUTH                            |      |   | SEO           |
| DESC.                           |      |   |               |
| CORRECTIONS PER FIELD AS-BUILTS |      |   |               |
| IN SVC.                         | DATE | - | -             |
| DESIGN                          | /    |   | CORR PRE/JULH |
| REVISED: 05/01/86 BY: PRE/JULH  |      |   |               |

RED = IN YELLOW = OUT

DESIGN 41-11-11 CLARK -  
TRC  
AUTO-  
CDS,  
DEL MAR WAYSIDE HOME  
IN SVC DATE  
DESIGN PRE-TAB CONF /  
SAN DIEGO NORTHERN RAIL  
CROSSING CIRCUIT PLAC  
COAST BLVD  
SAD 244.10  
SHEET 1 OF 13 85/0  
NOTES: TRANSFERS DA



NOTE: 1) ALL WRITING THIS SHEET TO BE NO. 18 AND  
FLEX UNLESS NOTED.  
2) SEE LITHO LAYOUT FOR FLEX LAYOUT

#### SEMI PLACEMENT OF CONTROL POINT

MAR 01 1997



|  |   |               |   |               |      |  |  |      |  |  |       |  |     |                                 |  |  |              |   |   |        |   |               |   |
|--|---|---------------|---|---------------|------|--|--|------|--|--|-------|--|-----|---------------------------------|--|--|--------------|---|---|--------|---|---------------|---|
| <p><b>REVISIONS</b></p> <p>REVISED 12/26/24 AS IN SVC. 10/17/24</p> <table border="1"> <tr> <td>DESIGN</td> <td>-</td> <td>CORR 07/01/24</td> </tr> <tr> <td>FILE</td> <td></td> <td></td> </tr> <tr> <td>DATE</td> <td></td> <td></td> </tr> <tr> <td>DESC.</td> <td></td> <td>SED</td> </tr> <tr> <td colspan="3">CORRECTIONS PER FIELD AS-BUILTS</td> </tr> <tr> <td>IN SVC. DATE</td> <td>-</td> <td>-</td> </tr> <tr> <td>DESIGN</td> <td>/</td> <td>CORR PREZ/JLM</td> </tr> </table> <p>REVISED 07/01/24 BY: PREZ/JLM</p> |   | DESIGN        | - | CORR 07/01/24 | FILE |  |  | DATE |  |  | DESC. |  | SED | CORRECTIONS PER FIELD AS-BUILTS |  |  | IN SVC. DATE | - | - | DESIGN | / | CORR PREZ/JLM | <p>SAN DIEGO NORTHERN RAILWAY</p> <p>IMPROVE PROGRAM SPEC</p> <p>COAST BLVD</p> <p>SAD 24.4, 10</p> <p>S4.3 OF 13 05/01/05</p> <p>OCEANSIDE CA.</p> |
| DESIGN   | - | CORR 07/01/24 |   |               |      |  |  |      |  |  |       |  |     |                                 |  |  |              |   |   |        |   |               |   |
| FILE   |   |               |   |               |      |  |  |      |  |  |       |  |     |                                 |  |  |              |   |   |        |   |               |   |
| DATE   |   |               |   |               |      |  |  |      |  |  |       |  |     |                                 |  |  |              |   |   |        |   |               |   |
| DESC.  |   | SED           |   |               |      |  |  |      |  |  |       |  |     |                                 |  |  |              |   |   |        |   |               |   |
| CORRECTIONS PER FIELD AS-BUILTS  |   |               |   |               |      |  |  |      |  |  |       |  |     |                                 |  |  |              |   |   |        |   |               |   |
| IN SVC. DATE   | - | -             |   |               |      |  |  |      |  |  |       |  |     |                                 |  |  |              |   |   |        |   |               |   |
| DESIGN   | / | CORR PREZ/JLM |   |               |      |  |  |      |  |  |       |  |     |                                 |  |  |              |   |   |        |   |               |   |





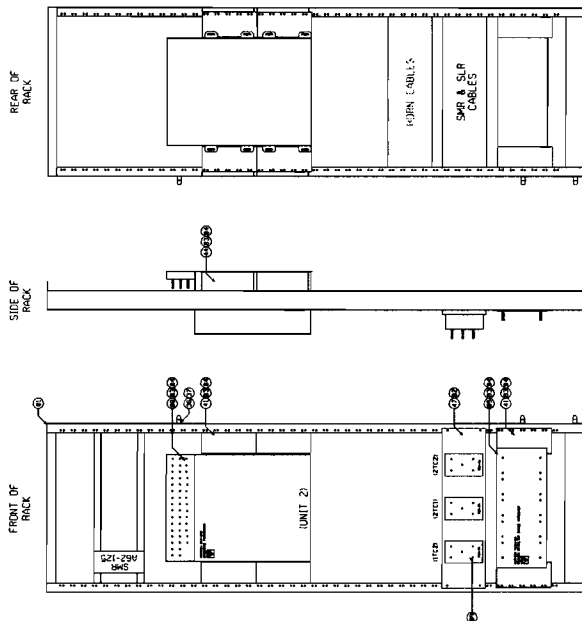
33

| REVISIONS   |                                  |
|-------------|----------------------------------|
| REVISION    | 12-12-04 AS IN SDC 10/02         |
| FILE        | CDR 87-8-4                       |
| AUTH        | SED                              |
| DATE        | 12-12-04                         |
| DESCRIPTION | CORRECTIONS PER FIELD AS BUILT'S |
| IN SDC DATE | 12-12-04                         |
| DESIGN      | CDR PRE/JLM                      |

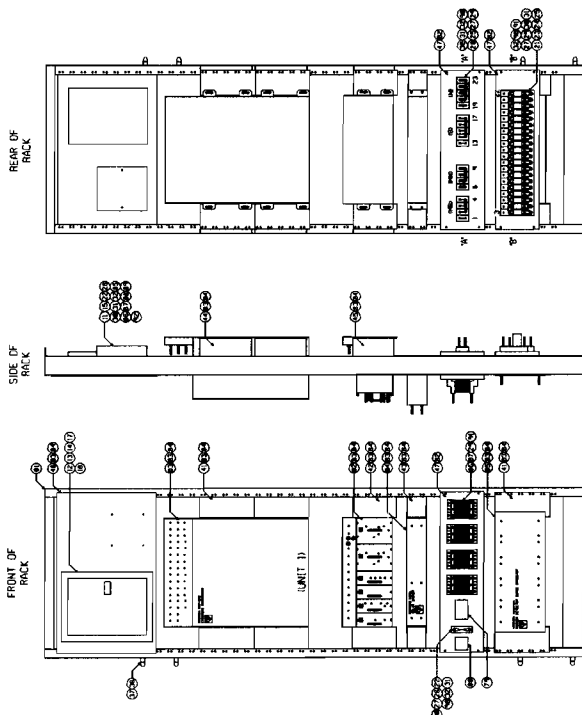
TESTED BY \_\_\_\_\_  
DATE IN SERVICE \_\_\_\_\_

RED - IN YELLOW  
BELDEN WHITE LDRN -  
FILE  
SLO  
DEL MAP WAYSIDE / OPM  
IN SDC DATE  
DESIGN PRE/JAP CDR /  
SAN DIEGO NORTHERN RAILWAY  
EQUIPMENT RACK LAYOUT  
COAST BLVD  
SAC 244.110  
REV 4 OF 13 8/18/04  
OCEANSIDE, CA

RACK #2



RACK #1

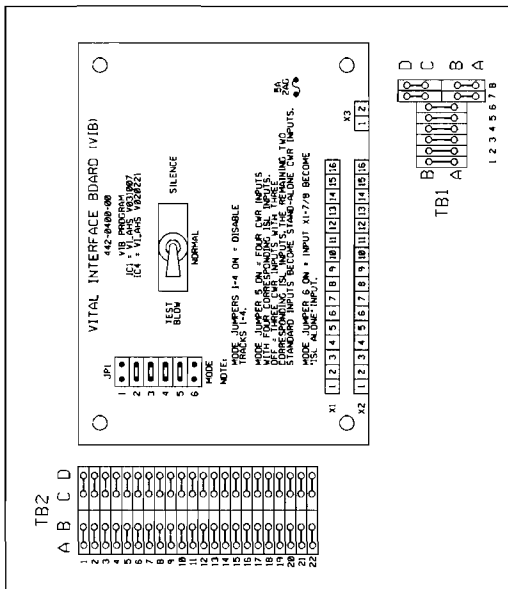


NOTES: 1. ALL EQUIPMENT WIRING TO BE INSIDE OF RACK FRAME.  
2. ALL EQUIPMENT CABLES WIRING TO REMAIN OUTSIDE OF RACK FRAME.  
3. ON RACK FRAME WIRING CABLES WIRE AS SHORT AS POSSIBLE.  
4. WIRING TO BE DONE.



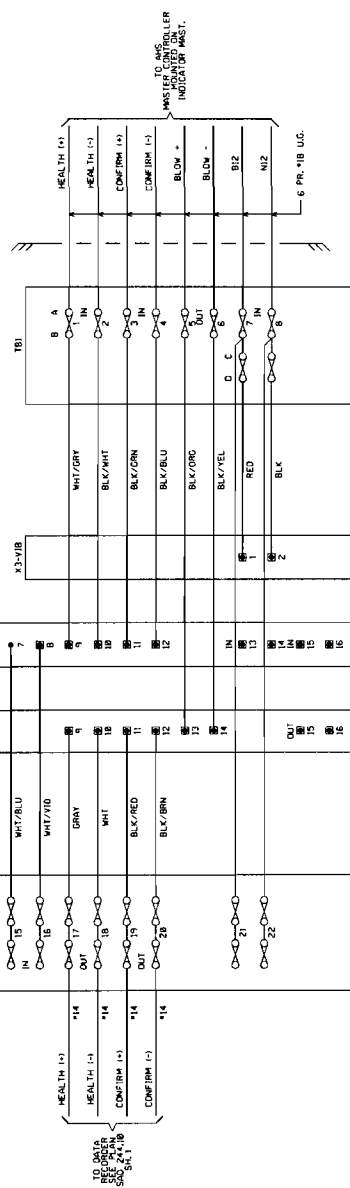
## REVISIONS

## AHS VITAL INTERFACE ASSEMBLY



NOTE:  
MOUNT VITAL INTERFACE BOARD INSIDE HOUSE.

## ALL WIRING TO BE #18 AWG UNLESS OTHERWISE NOTED.



DESIGN 01-10-13 CLNR - -  
FILE  
AC 10: 5:0  
DESIG:  
REL PART WAYSIDE HORN  
IN SVC DATE - -  
DESIGN PER - - FOR -  
SAN DIEGO NORTHERN RAILWAY  
AMS VITAL INTERFACE BOARD  
COST BLVD  
SAD 244.10  
SH. 6 OF 13 05/01/86  
OCEANSIDE CA.

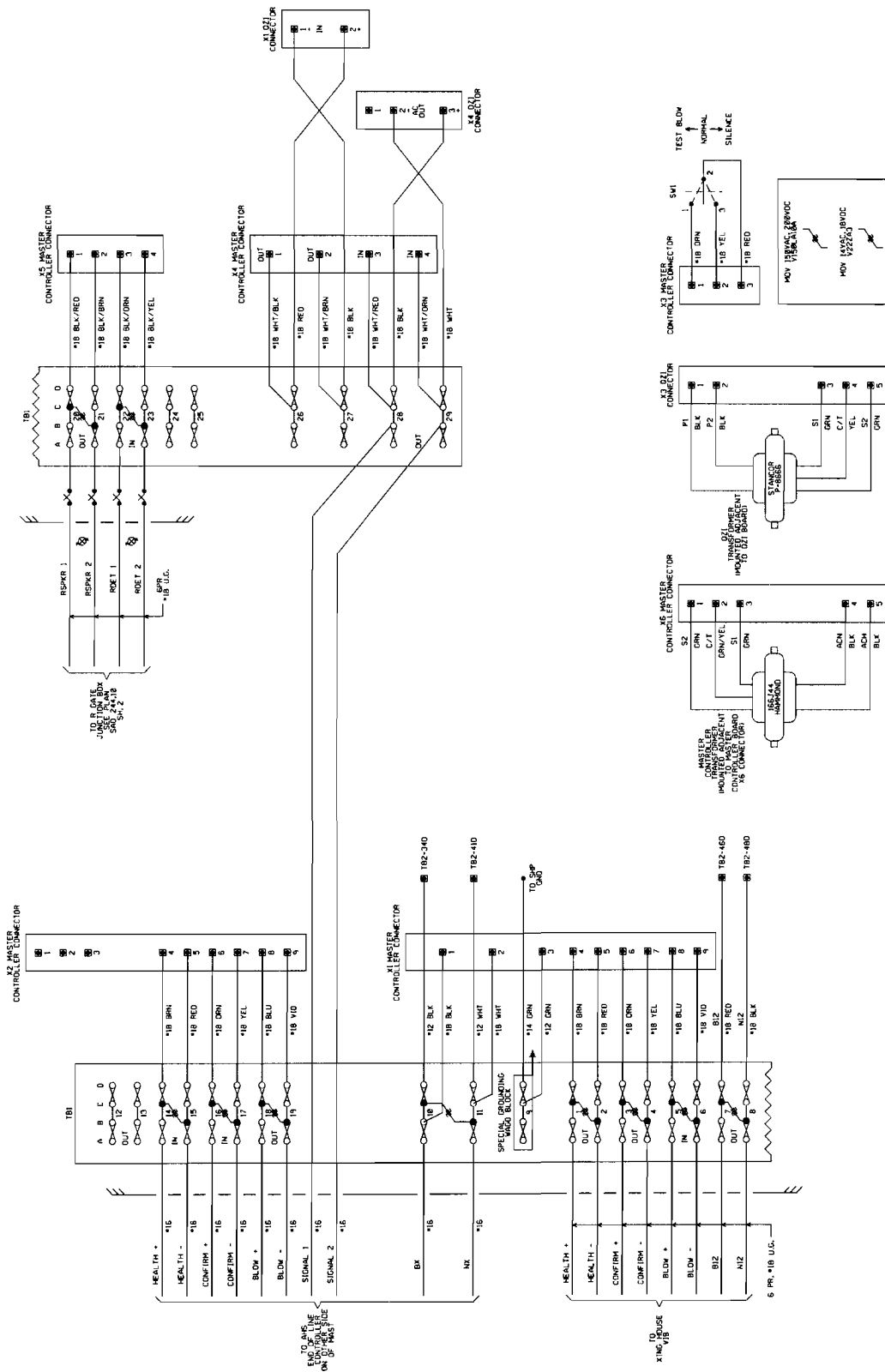
EQUIPMENT SHOWN HERE IS LOCATED IN CROSSING HOUSE

3E2

MAR 28 2011 ITEM

06

## REVISIONS



AHS MASTER CASE MOUNTED ON INDICATOR MAST

3E2A

DESIGN DIVISION - -  
FILE -  
ARCH. -  
DESG. -  
DEL. MAP. WAYSIDE FORM  
IN. SUG. DATE - -  
DESIGN PREP. MAP. CORP. /  
SAN DIEGO NORTHERN RAILWAY  
AMS MASTER CONTROLLER  
COAST BLVD  
SAD 244.10  
SH. 7 OF 13 05/01/86  
OCEANSIDE CA.

MAR 28 2011 ITEM 06

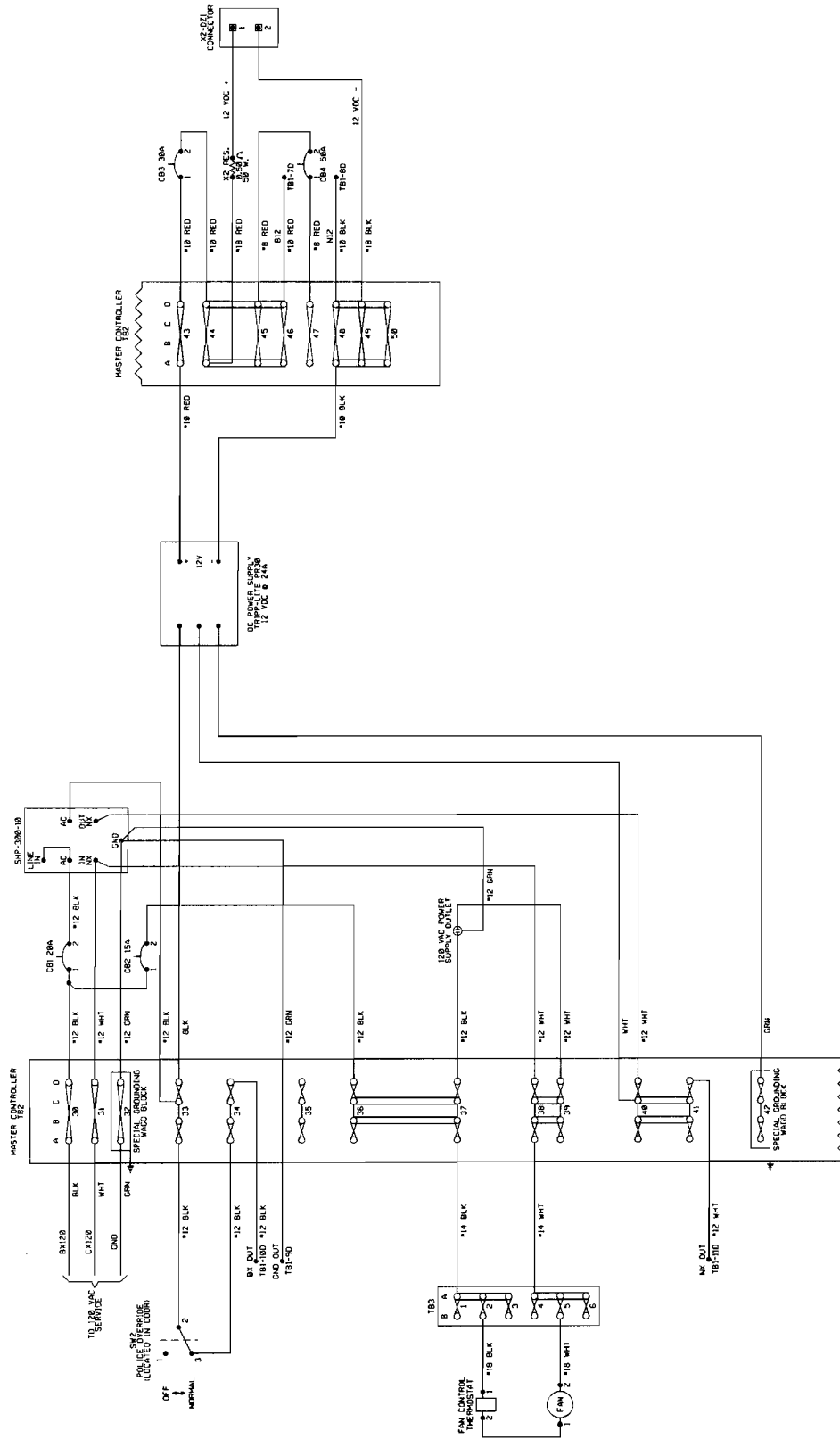
MAR 28 2011 ITEM 06

AHS MASTER CASE MOUNTED ON INDICATOR MAST

06

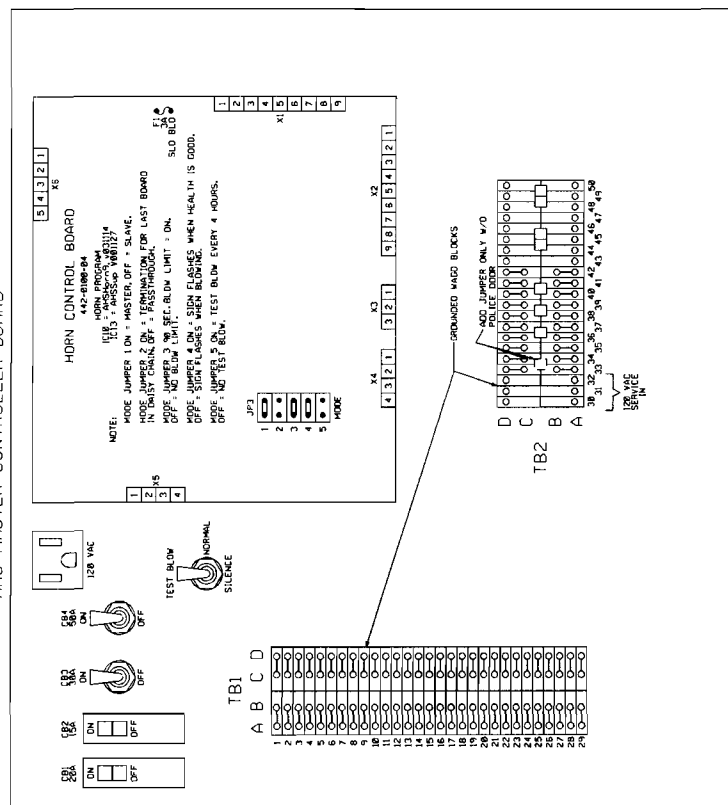
DATE IN SERVICE \_\_\_\_\_  
LISTED BY \_\_\_\_\_

DESIGN BUREAU  
F.T.  
and  
OFFICE  
DEL MAR BOYS' LIFE  
IN SAC CASE  
DESIGN PRELIMINARY  
SAN DIEGO NORTHERN RAILWAY  
AND POWER DISTRIBUTION  
COAST BLVD  
SD 244.10  
SH-8 OF 13  
OCEANSIDE CA. 92081

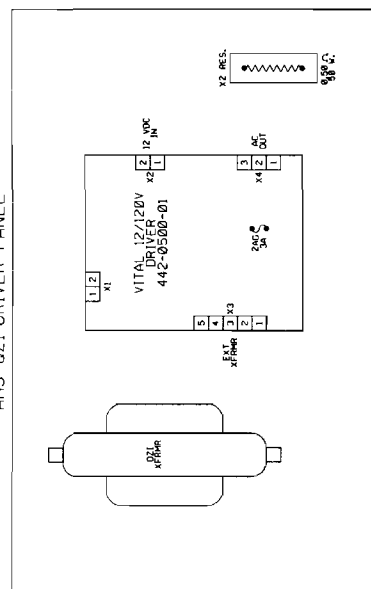


## REVISIONS

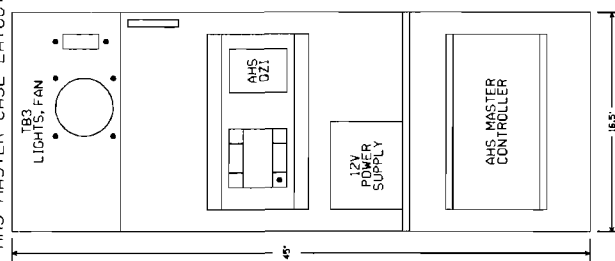
## AHS MASTER CONTROLLER BOARD



AHS QZI DRIVER PANEL



## AHS MASTER CASE LAYOUT



AHS MASTER CASE MOUNTED ON INDICATOR MAST

三ノ宮

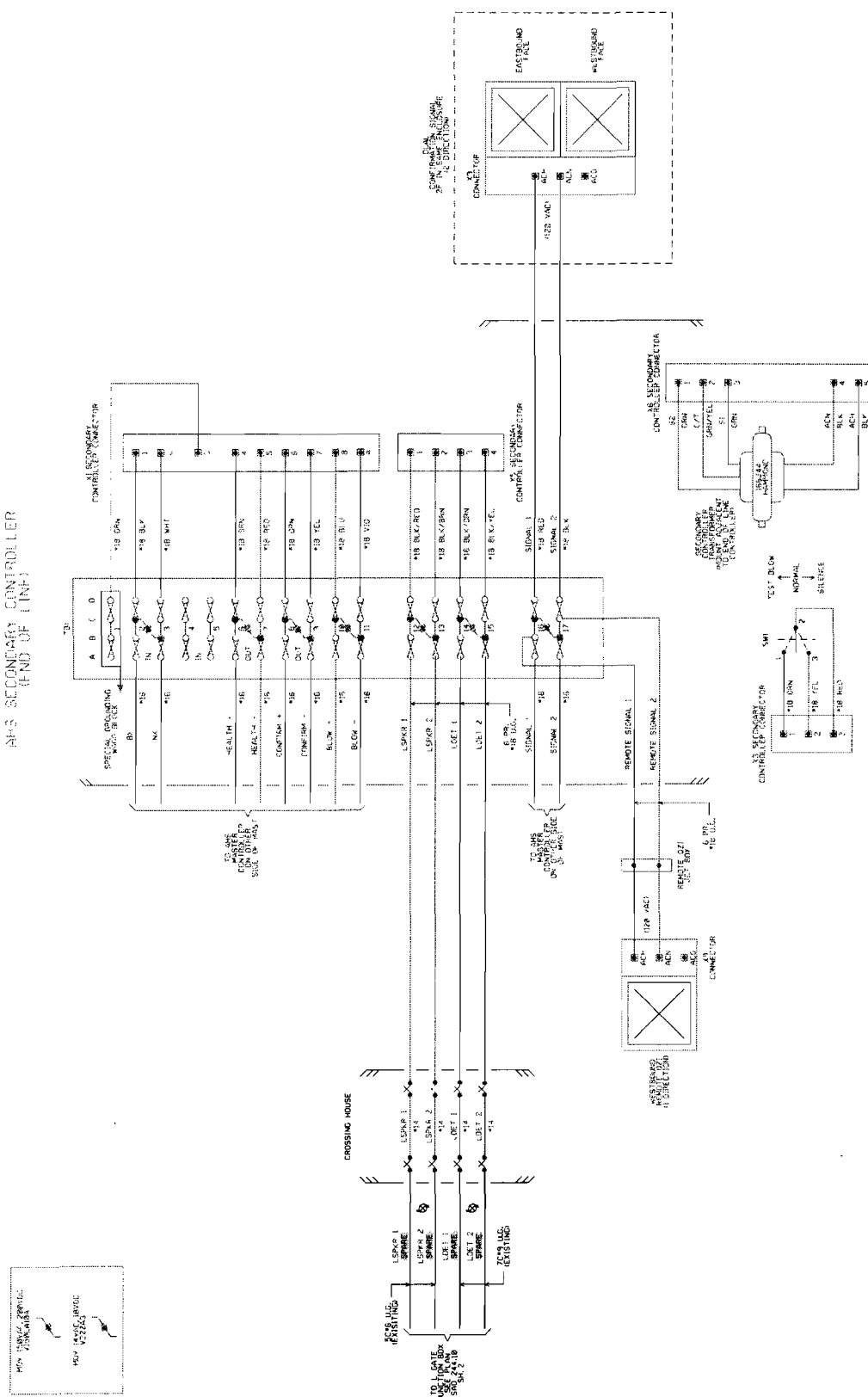
DESIGN 01-19-11 CORR - -  
 FILE SLD  
 DESG DEL MAR WAYSIDE HORN  
 IN SVC GATE - -  
 DESIGN PRE/1MP EDR 7  
 SAN DIEGO NORTHERN RAILWAY  
 AMS MASTER CASE  
 COAST BLVD  
 SCD 244.10  
 SH. 9 OF 13 05/01/06  
 DEANSHIE DA

MAR 28 2011 ITEM

06

## REVISIONS

### THE SECONDARY CONTROL (END OF LINE)



REC'D IN YELLOW - OUT  
RELATION 01-19-11 CUPR - -  
FILE  
4011  
REC.  
SUC  
REL MAR WAY SIDE HORN  
N SVC DATE - -  
DESIGN PREC JAP COAS /  
AMS SECONDARY CONTROL  
COAST BLVD  
SAD 244.10  
SH 10 DF 13 05/0  
OCEANSIDE CO.

END OF LINE CONTROLLER MOUNTED ON INDICATOR MAST

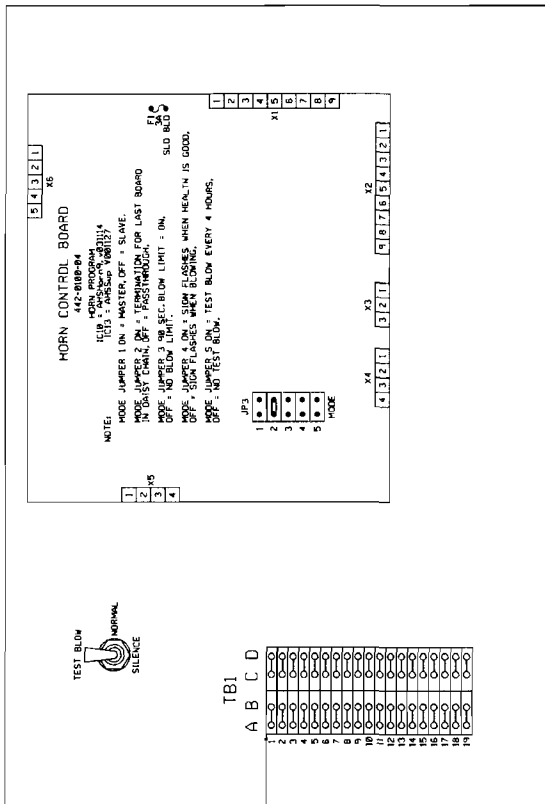
MAR 28 2011 ITEM

06

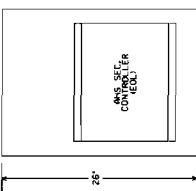
40

REVISIONS

AHS SECONDARY CONTROLLER (END OF LINE)



AHS END OF LINE SECONDARY CONTROLLER CASE



DATE IN SERVICE  
TESTED BY

DESIGN REVIEWED  
FILE  
REV.  
DATE  
DEL. MAP WAYIDE HORN  
IN SVC. DATE  
DESIGN PREP. JAR. EDRP  
SAN DIEGO NORTHERN RAILWAY  
AHS SECONDARY CONTROLLER  
COAST BLVD  
SAD 244.10  
SCALE 1 OF 13 8/21/06  
OCEANSIDE, CA

END OF LINE CONTROLLER MOUNTED ON INDICATOR MAST.

ALL NEW

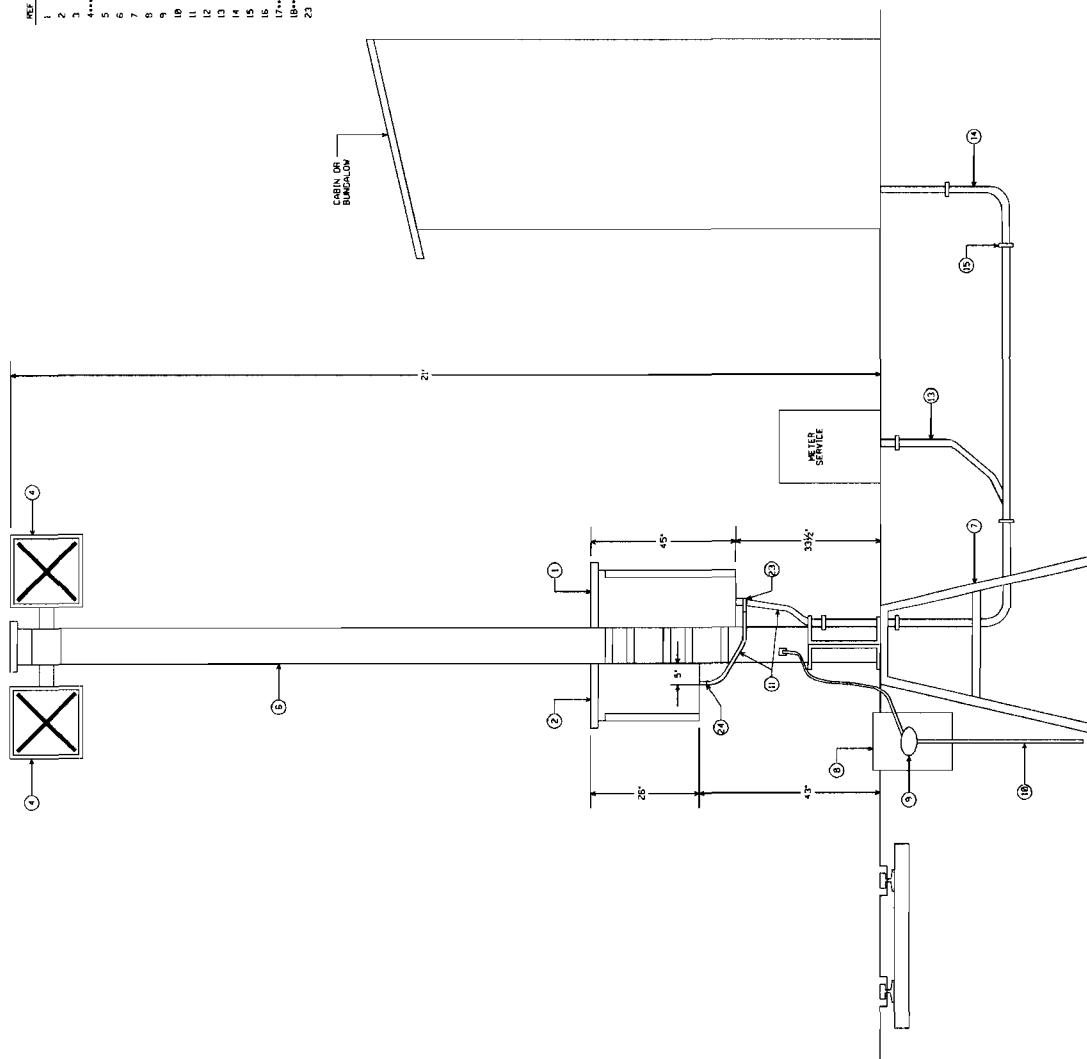
MAR 28 2011 ITEM



## REVISIONS

### MATERIAL LIST

ONE MAST, ONE DUAL CONFIRMATION SIGNAL  
LOCATED IN SAME QUADRANT AS RAILROAD SIGNAL BUNGALOW

[illegible]

ALL KEN

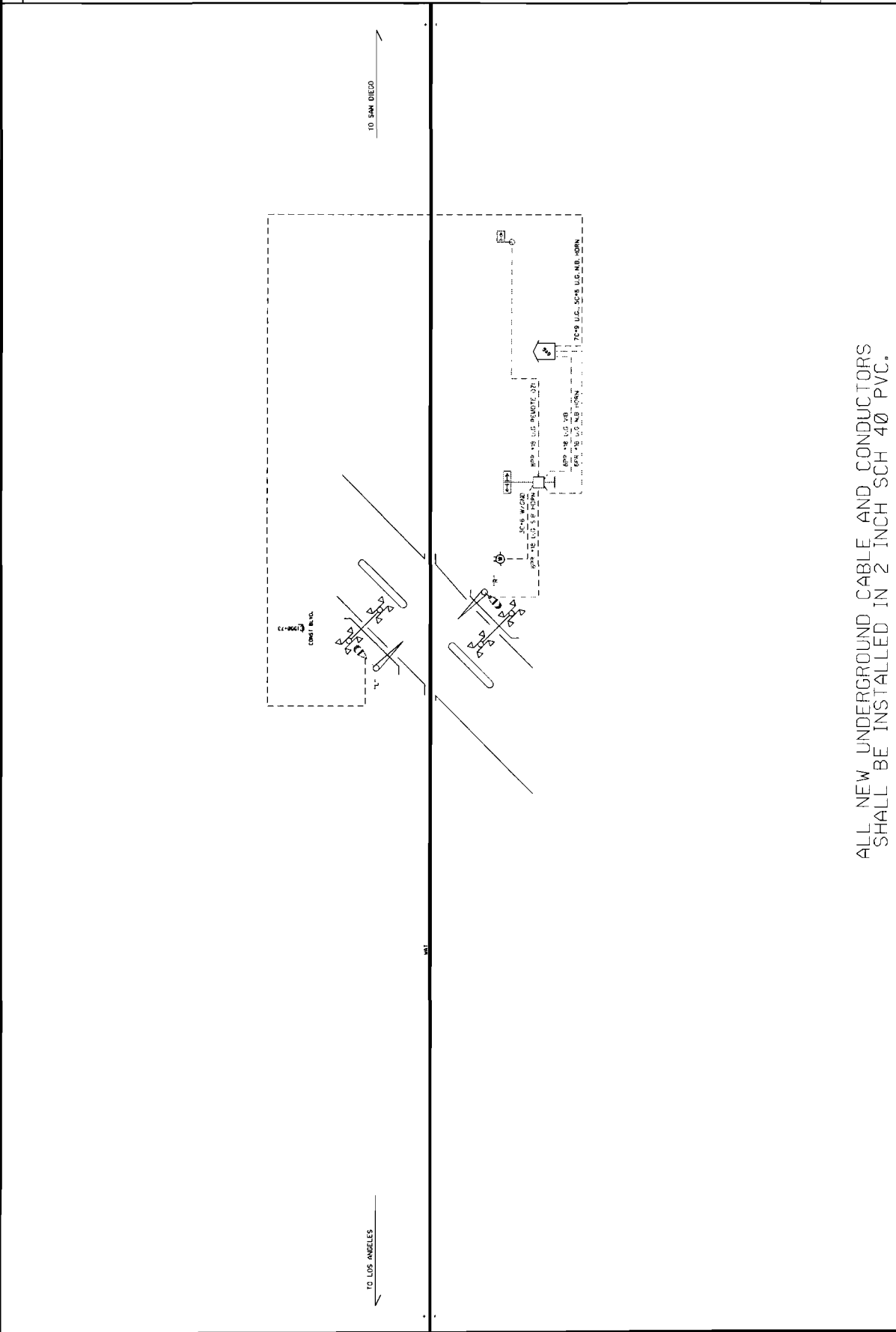
DATE IN SERVICE 169150 84

DESIGN 01-14-11 UDRR \* \*  
FILE  
AL-11  
DESE  
DEL MAR WAYSIDE HOUSE  
IN SW-CAFE  
DESIGN PRE/JAS DORR /  
SAN DIEGO NORTHERN RAILWAY  
INDICATOR WAST DETAIL  
COAST BLVD  
SAD 244.10  
SH. 12 OF 13 95/01/86  
OCEANSIDE CA.

MAR 28 2011 ITEM 06

42

REVISIONS



DATE IN SERVICE  
DESIGNED BY

RED - IN YELLOW FOOT  
DESIGN REVISIONS  
FILE  
S.D.  
CEL MAR WAYSIDE UGRN  
IN SVC DATE  
DESIGN PREP/APP  
SAN DIEGO NORTHERN RAILWAY  
CABLE SHEET  
COST BLVD.  
SAD 244.10  
9/13 OF 13 8/30/24  
OCEANSIDE, CA

MAR 28 2011 ITEM

06

## ATTACHMENT E

For City Council Report dated March 28, 2011

43

| DEL MAR AUTOMATED HORN PROJECT COSTS |   |                   |
|--------------------------------------|---|-------------------|
| 1                                    | AHS equipment costs                       | \$ 33,786         |
| 2                                    | AHS material (cables, misc-indirect)      | \$ 9,800          |
| 3                                    | Installation costs                        | \$ 135,000        |
| 4                                    | * Street/Sidewalk Work                    | \$ 75,000         |
| 5                                    | In-service testing                        | \$ 5,000          |
| 6                                    | Signal Maintenance Support                | \$ 10,000         |
| 7                                    | Transit America Flagman                   | \$ 9,000          |
| 8                                    | Taxes -8.75%                              | \$ 3,814          |
| 9                                    | Shipping- 8%                              | \$ 3,487          |
| 10                                   | <b>Sub Total Construction Cost</b>        | <b>\$ 284,887</b> |
| 11                                   | Contractor profit- 10%                    | \$ 28,489         |
| 12                                   | Contingency - 7%                          | \$ 19,942         |
| 13                                   | <b>Total Contractor Construction Cost</b> | <b>\$ 333,317</b> |
| 14                                   | CM - DSDC                                 | \$ 30,000         |
| 15                                   | <b>Project Cost</b>                       | <b>\$ 363,317</b> |

Note: Estimate is based on a 15 day construction installation schedule. Labor is based on the majority of construction being completed at night at premium rates. \*Additional work identified during design process to be completed by city as in-kind contribution.